

CITY OF LANCASTER'S LANGUAGE ASSESSMENT FOUR - FACTOR ANALYSIS

In order to determine the estimated needs of Limited English Proficient (LEP) persons in the City of Lancaster, the City of Lancaster conducted the following analysis:

Factor 1 - Number or proportion of LEP persons served or encountered in the eligible service area

The City of Lancaster obtained information from the U.S. Census Bureau's American FactFinder website as recommended by HUD in order to gather data about the jurisdiction's overall population, as well as the population of LEP persons within the jurisdiction and the primary languages spoken. This data indicated the following:

Total population 5 years and over	142,655
Total LEP population 5 years and over	35,892
Spanish speaking LEP population 5 years and over who speak English less than very well	14,155
Asian and Pacific Islander language speaking LEP population 5 years and over who speak English less than very well	1,530
Other Indo-European language speaking LEP population 5 years and over who speak English less than very well	806
Other language speaking LEP population 5 years and over who speak English less than very well	485

To determine whether any constituent languages within the categories of "Asian and Pacific Islander languages" or "Other Indo-European languages" meet the 5% or 1,000 person threshold to require written translation of vital documents, the City relied on Table B16001 from the U.S. Census Bureau's 2008-2012 American Community Survey provided to the City by HUD representatives. It reveals that, following Spanish, the next two highest populations of persons who speak English less than "very well" are:

Tagalog	485
Arabic	430

Accordingly, the above data demonstrates that the only language for which the LEP population within the City meets the 5% or 1,000 person threshold to require written translation of vital documents is Spanish.

Based on the volume of LEP persons who visited or called City Hall, staff noted that a significant number were Spanish-speaking, a negligible number were Asian-language speaking and even fewer were Other Indo-European speaking. Staff further notes that there are myriad languages that fall within the category “Asian and Pacific Islander language speaking” and that staff’s experience is that no particular language(s) predominates within this group such that preparation of vital documents in other languages is necessary or warranted.

Factor 2 – Frequency of contact with the program

Through past experience, the City of Lancaster determined that on average, there are 2-3 Spanish speaking LEP persons contacting the City on a daily basis for information or assistance. Because of this, the City of Lancaster is committed to maintaining bilingual staff to serve the public. The City of Lancaster also has bilingual management staff in order to resolve higher level concerns of Spanish speaking LEP persons.

Contacts with LEP persons who speak other languages are infrequent.

Factor 3 - Importance of service, information, program or activity

The services provided by the City of Lancaster are important as they relate to assisting all citizens of Lancaster as well as those who participate in the City’s affordable housing programs and projects.

Factor 4 - Costs versus resources and benefits

Because the City of Lancaster has Spanish speaking staff, it is cost effective for the City to provide Spanish language translation of all vital documents.

The City of Lancaster will utilize any documents provided by HUD in languages other than English.

The City of Lancaster will seek to retain the services of a professional interpretation service to provide oral interpretation in languages other than Spanish as needed.

The City of Lancaster will seek to retain the services of a professional interpretation service to provide written interpretation for the following public notices: Lancaster’s Consolidated Plan, Analysis of Impediments to Fair Housing Choice, Annual Action Plans and Consolidated Annual Performance Evaluation Reports, for the following LEP speaking population: Spanish.

CITY OF LANCASTER LANGUAGE ASSISTANCE PLAN

I. Introduction

The City of Lancaster is committed to providing equal opportunity housing in a non-discriminatory manner, and complying fully with all Federal, State and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment. This includes complying with Title VI of the Civil Rights Act of 1964 to ensure meaningful access to programs and activities by Limited English Proficient (LEP) persons.

The purpose of this Language Assistance Plan (LAP) is to identify how the City of Lancaster will ensure its methods of administration will not have the effect of subjecting LEP persons to discrimination because of their national origin, and to ensure LEP persons have full access to the City of Lancaster programs and services.

II. Who is LEP?

For purposes of this LAP, anyone whose primary language is not English, and has a limited ability to read, write, speak or understand English may be LEP.

The City of Lancaster will not identify anyone as LEP; the beneficiaries of the services and activities must identify themselves as LEP (Federal Register Vol. 72, No. 13, January 22, 2007).

III. Identification of Language Needs Within the Jurisdiction

The City of Lancaster determined through review of the U.S. Census Bureau's American Fact Finder for the City, as recommended by the U. S. Department of Housing and Urban Development (HUD), that Spanish is the only language to meet the 4 factor analysis criteria (1 - Number or proportion of LEP persons served or encountered in the eligible service area; 2 - Frequency of contact with the program; 3 - Importance of service, information, program or activity; 4 - Costs versus resource and benefits) requiring translation of vital documents. This was supported by the volume of encounters with LEP. According to current data on FactFinder, there are 14,155 Spanish speakers, 1,530 speakers of Asian and Pacific Islander Languages, and 806 speakers of Other Indo-European languages over the age of five years in Lancaster who speak English less than very well. Notably, however the current data on FactFinder fails to break down "Asian and Pacific Islander languages" or "Other Indo-European languages" into the constituent languages that make up these categories. Therefore, the City turned to American

FactFinder data from the 2008-2012 American Community Survey provided to the City by HUD representatives. These data demonstrate that the next two highest populations of persons who speak English less than “very well” are Tagalog (485 persons) and Arabic (430 persons). Guidance provided by HUD states that written translations of vital documents should be provided for each eligible LEP language group that constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. The City of Lancaster has determined that because there are more than 1,000 Spanish-speakers in Lancaster who speak English less than very well, the City of Lancaster will translate vital documents into Spanish. For persons who are LEP but are not Spanish-speaking, the City of Lancaster Receptionist has a document created by the US Census Bureau translated into 38 different languages to use as a tool to identify the individual's primary language. The City of Lancaster will also seek translation of a notice announcing the availability of primary language assistance into as many languages as possible to be posted in the lobby. Until this is achieved, the City of Lancaster will post the notice in English.

Other language groups in Lancaster had few LEP persons and therefore did not meet the threshold to require written translation of vital documents into those languages.

IV. Written Translation

As stated above in Section III, the City of Lancaster has determined that because there are more than 1,000 Spanish-speakers in Lancaster who speak English less than very well, the City of Lancaster will translate vital documents into Spanish. For individuals who are LEP but are not Spanish-speaking, the City of Lancaster Receptionist has a document created by the US Census Bureau translated into 38 different languages to use as a tool to identify the individual's primary language. The City of Lancaster will also seek translation of a notice announcing the availability of primary language assistance into as many languages as possible to be posted in the lobby. Until this is achieved, the City of Lancaster will post the notice in English.

A. Vital Documents

HUD has defined "vital documents" to be those documents that are critical for ensuring meaningful access, or awareness of rights or services, by beneficiaries or potential beneficiaries generally and LEP persons specifically. A typical vital document may include: model leases, tenant rights and responsibilities brochures, fair housing materials, eviction or non-renewal notices, Section 8 certification or recertification notices and documents, security information, emergency plans, recertification documents, etc. In general, the City of Lancaster will attempt to translate all letters sent to program applicants and participants to Spanish. For individuals who are LEP but are not Spanish-speaking, the City of Lancaster Receptionist has a document created by the US Census Bureau translated into 38 different languages to use as a tool to identify the individual's primary language. The City of Lancaster will also seek translation of a notice announcing the availability of primary language assistance into as many languages as possible to be posted in the lobby. Until this is achieved, the City of Lancaster will post the notice in English.

All citizen participation documents, project-related resolutions, public notices, and amendments will be published in Spanish on bulletin boards at Lancaster's City Hall and in public places throughout the proposed project area(s) and/or the community.

Additionally, all published citizen participation advertisements will include a statement in Spanish indicating other program materials are available in Spanish (e.g. Executive Summaries of Consolidated Plan, Analysis of Impediments to Fair Housing Choice, Annual Action Plans and Consolidated Performance Evaluation Reports) upon request.

Further, all citizen participation advertisements will include a translated version in Spanish and published in a local highly-circulated Spanish-speaking newspaper.

All citizen participation notices will include a statement that translators, or other means of interpretation, will be available at public meetings upon prior request.

V. Oral Interpretation

The City of Lancaster will make every effort to provide oral interpretation for all its Citizens who have identified themselves as LEP and request services.

A. Bilingual Staff

The City of Lancaster employs bilingual, Spanish-speaking staff in several positions, including program management, to ensure there are sufficient personnel available to assist Spanish-speaking LEP persons when needed. Currently the City of Lancaster has fourteen full-time Spanish-speaking staff and two part-time Spanish speaking staff. In addition, the City of Lancaster has two staff members who speak Mandarin Chinese, one staff member speaks Tagalog and one who communicates in American Sign Language.

The City of Lancaster's fourteen full time Spanish-speaking staff members were required to take and pass a competency test to be designated as a bilingual person. This test includes being required to answer questions in Spanish as in an interview setting.

B. Interpreter Services

When there is not a City staff person who speaks the LEP person's primary language, the City of Lancaster will seek interpretation through a professional interpreter service.

In the event that the LEP person's primary language is not widely spoken and the City is unable to locate a suitable interpreter through a professional interpreter service, the City may resort to other methods such as seeking community volunteers. As a last resort in cases where the City is unable to find an acceptable interpreter within a time frame to effectively assist the individual, the City may use an online translation website, such as Babelfish, in order to communicate via an in-office computer.

C. Informal Interpreters

The City of Lancaster will generally discourage the use of family members or other informal interpreters, but will allow the use of an interpreter of the LEP person's choosing (including

family members or professional interpreter at the LEP person's own expense) when the LEP person rejects the City of Lancaster's free language assistance services. The City will document the offer and the LEP person's subsequent rejection.

VI. Outreach

The City of Lancaster will conduct outreach in a method that is inclusive of LEP persons identified through its bi-annual analysis. All Public Notices and marketing advertisements, such as notification of the availability of wait list applications, shall be published in Spanish as well as English, and the City of Lancaster will publish these in local Spanish media. The City of Lancaster may also participate in community-sponsored events, and make presentations through community organizations to target LEP persons and ensure they are aware of the availability of LEP assistance.

For individuals who are Spanish-speaking, reception service is provide in Spanish, flyers and other communications posted in the lobby are translated into Spanish, and interviews and program briefings are conducted in Spanish. Brochures advertising other available programs within the City are also available in Spanish.

For individuals who are LEP but are not Spanish-speaking, the City of Lancaster Receptionist has a document created by the US Census Bureau translated into 38 different languages to use as a tool to identify the individual's primary language. The City of Lancaster will also seek translation of a notice announcing the availability of primary language assistance into as many languages as possible to be posted in the lobby. Until this is achieved, the City of Lancaster will post the notice in English.

VII. Staff Training

The City of Lancaster will provide a copy of this LAP to all existing staff, and will also provide training as to its contents and what is required of them under its policies. This training shall include the types of services available to individuals and how to access them. New employees will receive this LAP and the same training as part of their orientation.

VIII. Monitoring and Updating of This LAP

The City of Lancaster will review/revise this LAP on an as-needed basis, but no less than every two years to ensure the populations of the various language groups within the jurisdiction and their needs are reflected in the provision of primary-language services. At that point the Plan will be reviewed to determine if the existing LEP services are sufficient to meet the needs of LEP individuals.

Events that will be considered indicators of the need for a review of the LAP and will also be utilized to identify the need for LEP assistance in other languages include but are not limited to

LEP populations within the jurisdiction encountered or affected; frequency of encounters with LEP populations; and continued availability of existing resources and the addition of new resources.

*Fax from STUART CONSULTING
AFFORDABLE HOUSING CONSULTING SERVICES*

To:	Teri Villani City of Lancaster	From: Carol Stuart
Fax:	661-723-6274	Pages: 13 pages (including cover page)
Subject:	Sample Lease Arbor Gardens New Construction	Date: May 5, 2014

● **Comments:**

Teri,

Attached is a copy of the sample lease for Arbor Gardens New Construction. The lease is the same for both the rehab and new construction projects. Let me know if you have questions. Pet policy for reasonable accommodate is in Section 12.



Arbor Gardens
New Const.

LEASE AGREEMENT

1. Parties and Dwelling Unit:

The parties to this Agreement are Urban Renewal, L.P., referred to as the Landlord, and:

referred to as the Tenant. The Landlord leases to the Tenant(s) unit number, _____ located at 710 W. Kettering Street, Lancaster, CA 93534 in the project known as Arbor Gardens Senior Community.

2. Length of Time (Term):

The initial term of this Agreement shall begin on _____ and end on _____. After the initial term ends, the Agreement will continue for successive terms of one month each unless automatically terminated as permitted by paragraph 19 of this Agreement.

3. Rent:

The Tenant agrees to pay \$ _____ for the partial month ending on _____. After that, Tenant agrees to pay a rent of \$ _____ .00 per month. This amount is due on the 1st day of the month at Arbor Gardens Senior Community, 710 W. Kettering Street, Lancaster, CA 93534.

The Tenant understands that this monthly rent is less than the market value for this unit. This lower rent is available because the unit and your occupancy of said unit/premises is governed by the Regulations of the State of California, Department of Housing and Community Development HOME Investment Partnership Program (HOME), Title 25 of the California Code of Regulations, Section 9200, et. Seq. and the Federal Final Rule 24 CFR part 92. Copies of the Regulations and Final Rule for the HOME Program are available for inspection by you in the Arbor Gardens Rental Office during normal business hours.

4. Charges for Late Payments and Returned Checks:

If the Tenant does not pay the full amount of the rent shown in paragraph 3 by the end of the 3rd day of the month, the Landlord may Collect a fee of \$75 on the 4th day of the month.

The Landlord may not terminate this Agreement for failure to pay late charges, but may terminate this Agreement for non-payment of rent, as explained in paragraph 19. The Landlord may collect a fee of \$25.00 any additional 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.

5. Condition of Dwelling Unit

By signing this Agreement, the Tenant acknowledges that the unit is safe, 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 Unit Inspection Report, which is Attachment No. 2 to this 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 Unit Inspection Report.

6. 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 in column (1). Payments should be made directly to the appropriate utility company. The items in column (2) are included in the Tenant's rent.

(1)	Type of Utility	(2)
Put "x" by any Utility Tenant pays		Put an "x" by any utility included in Tenant Rent
<input checked="" type="checkbox"/>	Heat	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Lights, Electric	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Cooking	<input type="checkbox"/>
<input type="checkbox"/>	Water	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Other - Specify	<input type="checkbox"/>
<input type="checkbox"/>	Trash	<input checked="" type="checkbox"/>

7. Security Deposits:

The Tenant has deposited \$ _____ .00 with the Landlord as security deposit and \$ 50.00 for _____ 1 remote(s) control(s) to gate/garage area. The Landlord will hold these deposit(s) 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.

- a. The Tenant will be eligible for a refund of the security Deposit only if the Tenant provided the Landlord with the 30-day written notice of intent to move required by paragraph 19, and has fulfilled lease term, unless the Tenant was unable to give the notice or fulfill lease term for reasons beyond his/her control.
- 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. The Landlord will refund to the Tenant the amount of the security deposit less any amount needed to pay the cost of:
 - (1) unpaid rent;
 - (2) damages that are not due to normal wear and tear and are not listed on the Unit Inspection Report;
 - (3) charges for late payment of rent and returned checks, as described in paragraph 4; and
 - (4) charges for unreturned keys, as described in paragraph 8
- d. The Landlord agrees to refund the amount computed in paragraph 7c within 21 days after the Tenant has permanently moved out of the unit, returned possession of the unit to the Landlord, and given his/her new address 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. If the unit is rented by more than one person, the Tenants agree that they will work out the details of dividing any refund among themselves. The Landlord may pay the refund to any Tenant identified in Paragraph 1 of this Agreement.
- f. The Tenant understands that the Landlord will not count the Security Deposit towards the last month's rent or towards repair charges owed by the Tenant in accordance with paragraph 10.
- g. Remote control for gate/garage access will be refunded only if remote(s) are returned in good, working condition

8. Keys and Locks:

The Tenant agrees not to install additional or different locks or gates on any doors or windows of the unit without the written permission of the Landlord. If the Landlord approves the Tenant's request to install such locks, the Tenant agrees to provide the Landlord with a key for each lock. When this Agreement ends, the Tenant agrees to return all keys to the dwelling unit to the Landlord. The Landlord may charge the Tenant \$15.00 for each key not returned.

9. Maintenance:

- a. The Landlord agrees to:
 - (1) regularly clean all common areas of the project;
 - (2) maintain the common areas and facilities in a safe condition;
 - (3) arrange for collection and removal of trash and garbage;
 - (4) maintain all equipment and appliances in safe and working order;
 - (5) make necessary repairs with reasonable promptness;
 - (6) maintain exterior lighting in good working order;
 - (7) provide extermination services, as necessary; and
 - (8) maintain grounds and shrubs.
- b. The Tenant agrees to:
 - (1) keep the unit clean;
 - (2) use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
 - (3) not litter the grounds or common areas of the project;
 - (4) not destroy, deface, damage or remove any part of the unit, common areas, or project grounds;

- (5) give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the unit or related facilities; and
- (6) remove garbage and other waste from the unit in a clean and safe manner
- (7) general housekeeping of unit, proper storage of food, and eliminate/prohibit any action or cause that would attribute to pest or rodent infestation.

10. Damages:

Whenever damage is caused by carelessness, misuse, or neglect on the part of the Tenant, his/her family or visitors, the Tenant agrees to pay:

- a. the cost of all repairs and do so within 30 days after receipt of the Landlord's demand for the repair charges; and
- b. rent for the period the unit is damaged whether or not the unit is habitable.

11. Restrictions on Alterations:

No alteration, addition, or improvements shall be made in or to the premises without the prior consent of the Landlord in writing. The Landlord agrees to provide reasonable accommodation to an otherwise eligible tenant's disability, including making changes to rules, policies, or procedures, and making and paying for structural alterations to a unit or common areas. The Landlord is not required to provide accommodations that constitute a fundamental alteration to the Landlord's program or which would pose a substantial financial and administrative hardship. In addition, if a requested structural modification does pose a substantial financial and administrative hardship, the Landlord must then allow the tenant to make and pay for the modification in accordance with the Fair Housing Act.

12. General Restrictions:

The Tenant must live in the unit and the unit must be the Tenant's only place of residence. The Tenant shall use the premises only as a private dwelling for himself/herself and the individuals listed on the Tenant Income Certification. The Tenant agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of the Landlord. The Tenant agrees not to:

- a. sublet or assign the unit, or any part of the unit;
- b. use the unit for unlawful purposes;
- c. engage in or permit unlawful activities in the unit, in the common areas or on the project grounds;
- d. have pets or animals of any kind in the unit without the prior written permission of the Landlord, but the landlord will allow the tenant to keep an animal needed as a reasonable accommodation to the tenant's disability, and will allow animals to accompany visitors with disabilities who need such animals as an accommodation to their disabilities; or
- e. make or permit noises or acts that will disturb the rights or comfort of neighbors. The Tenant agrees to keep the volume of any radio, phonograph, television or musical instrument at a level, which will not disturb the neighbors.

13. Rules:

The Tenant agrees to obey the House Rules, which are Attachment No. 3 to this Agreement. The tenant agrees to obey additional rules established after the effective date of this Agreement if:

- a. the rules are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Tenants; and
- b. the Tenant receives written notice of the proposed rule at least 30 days before the rule is enforced.

14. Regularly Scheduled Recertifications

Within first year of residency anniversary of move in, and if required each year thereafter or as deemed necessary by the California Tax Credit Allocation Committee, Section 42 or the IRS Tax Code, or other housing program regulated to this property, 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 by program to determine the Tenant's continuance of 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 and use the verified information to determine continued eligibility to housing program.

- a. if the Tenant does not submit the required recertification information by the date specified in the Landlord's request, the Landlord may terminate lease agreement

- b. The Tenant may request to meet with the Landlord to discuss any change in rent or eligibility 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 eligibility was determined

15. Size of Dwelling

The Tenant understands that the Landlord to assign units in accordance with the Landlord's written occupancy standards. These standards include consideration of unit size, relationship of family members, age and sex of family members and family preference. If the Tenant is or becomes eligible for a different size unit, and the required size unit becomes available, the Tenant agrees to move within 30 days after the Landlord notifies him/her that unit of the required size is available within the project.

16. Access by Landlord:

- a. The Landlord agrees to enter the unit only during reasonable hours, to provide reasonable advance notice of his/her intent to enter the unit, and to enter the unit only after receiving the Tenant's consent to do so, except when urgency situations make such notices impossible or except under paragraph (c) below.
- b. The Tenant consents in advance to the following entries into the unit:
- (i) The tenant agrees to permit the Landlord, his/her agents or other persons, when authorized by the Landlord, to enter the unit for the purpose of making reasonable repairs and periodic inspections.
 - (ii) After the Tenant has given a notice of intent to move, the Tenant agrees to permit the Landlord to show the unit to prospective tenants during reasonable hours.
- c. If the Tenant moves before this Agreement ends, the Landlord may enter the unit to decorate, remodel, alter or otherwise prepare the unit for re-occupancy.

17. Discrimination Prohibited:

The Landlord agrees not to discriminate based upon race, color, religion, creed, National origin, sex, age, familial status, and disability.

18. Change in Rental Agreement:

The Landlord may change the terms and conditions of this Agreement. Any changes will become effective only at the end of the initial term or a successive term. The Landlord must notify the Tenant of any change and must offer the Tenant a new Agreement or an amendment to the existing Agreement. The Tenant must receive the notice at least 60 days before the proposed effective date of the change. The Tenant may accept the changed terms and conditions by signing the new Agreement or the amendment to the existing Agreement and returning it to the Landlord. The Tenant may reject the changed terms and conditions by giving the Landlord written notice that he/she intends to terminate the tenancy. The Tenant must give such notice at least 30 days before the proposed change will go into effect. If the Tenant does not accept the amended agreement, the Landlord may require the Tenant to move from the project, as provided in paragraph 19 .

19. Termination of Tenancy:

- a. To terminate this Agreement, the Tenant must give the Landlord 30-days written notice before moving from the unit.
- b. Any termination of this Agreement by the Landlord must be carried out in accordance with Federal, State and local law, and the terms of this Agreement.
- c. The Landlord may terminate this Agreement for the following reasons:
- (1) the Tenant's material noncompliance with the terms of this Agreement;
 - (2) the Tenant's material failure to carry out obligations under any State Landlord and Tenant Act;
 - (3) drug related criminal activity engaged in on or near the premises, by any tenant, household member, or guest, and any such activity engaged in on the premises by any other person under the tenant's control;
 - (4) determination made by the Landlord that a household member is illegally using a drug;
 - (5) determination made by the Landlord that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;

- (6) criminal activity by a tenant, any member of the tenant's household, guest or another person under the tenant's control:
 - (a) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises);
 - (b) or that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;
 - (7) if the tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees or that in the case of the State of New Jersey is a high misdemeanor;
 - (8) if the tenant is violating a condition of probation or parole under Federal or State law;
 - (9) determination made by the Landlord that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
 - (10) if the Landlord determines that the tenant, any member of the tenant's household, a guest or another person under the tenant's control has engaged in the criminal activity, regardless of whether the tenant, any member of the tenant's household, a guest or another person under the tenant's control has been arrested or convicted for such activity
- d. The Landlord may terminate this Agreement for other good cause, which includes, but is not limited to, the tenant's refusal to accept change to this agreement. Terminations for "other good cause" may only be effective as of the end of any initial or successive term.

The term material noncompliance with the lease includes: (1) one or more substantial violations of the lease; (2) repeated minor violations of the lease that (a) disrupt the livability of the project; (b) adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment to the leased premises and related project facilities, (c) interfere with the management of the project, or (d) have an adverse financial effect on the project (3) failure of the tenant to timely supply all required information on the income and composition, or eligibility factors, of the tenant household (including, but not limited to, failure to meet the disclosure and verification requirements for Social Security Numbers, or failure to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies), and (4) Non-payment of rent or any other financial obligation due under the lease beyond any grace period permitted under State law. The payment of rent or any other financial obligation due under the lease after the due date but within the grace period permitted under State law constitutes a minor violation. (5) lack of housekeeping contributing to health and safety violation, failed unit inspection or pest or rodent infestation.

- e. If the Landlord proposes to terminate this Agreement, the Landlord agrees to give the Tenant written notice and the grounds for the proposed termination. If the Landlord is terminating this agreement for "other good cause," the termination notice must be mailed to the Tenant and hand-delivered to the dwelling unit at least 30 days before the date the Tenant will be required to move from the unit and in accordance with State law requirements. Notices of proposed termination for other reasons must be given in accordance with any time frames set forth in State and local law.

All termination notices must:

- specify the date this Agreement will be terminated;
 - state the grounds for termination with enough detail for the Tenant to prepare a defense;
 - advise the Tenant that he/she has 10 days within which to discuss the proposed termination of tenancy with the Landlord. The 10-day period will begin on the earlier of the date the notice was hand-delivered to the unit or the day after the date the notice is mailed. If the Tenant requests the meeting, the Landlord agrees to discuss the proposed termination with the Tenant;
 - and advise the Tenant of his/her right to defend the action in court
- f. If an eviction is initiated, the Landlord agrees to rely only upon those grounds cited in the termination notice required by paragraph e.

20. Hazards:

The Tenant shall not undertake, or permit his/her family or guests to undertake, any hazardous acts or do anything that will increase the project's insurance premiums. Such action constitutes a material non-compliance. If the unit is damaged by fire, wind, or rain to the extent that the unit cannot be lived in and the damage is not caused or made worse by the Tenant, the Tenant will be responsible for rent only up to the date of the destruction. Additional rent will not accrue until the unit has been repaired to a livable condition.

21. Penalties for Submitting False Information:

Knowingly giving the Landlord false information regarding income or other factors considered in determining Tenant's eligibility and rent is a material noncompliance with the lease subject to termination of tenancy. In addition, the Tenant could become subject to penalties available under Federal law. Those penalties include fines up to \$10,000 and imprisonment for up to five years.

22. Contents of this Agreement

This Agreement and its Attachments make up the entire agreement between the Landlord and the Tenant regarding the unit. If any Court declares a particular provision of this Agreement to be invalid or illegal, all other terms of this Agreement will remain in effect and both the Landlord and the Tenant will continue to be bound by them.

23. Attachments to the Agreement:

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

- a. Attachment No. 1 - Tenant Income Certification (TIC)
- b. Attachment No. 2 - Unit Inspection Report.
- c. Attachment No. 3 - House Rules (if any).

24. Signatures

TENANT

BY:

1. _____ / /

2. _____ / /

3. _____ / /

LANDLORD

BY:

1. _____ / /

Attachment No. 2 Move In Unit Inspection

Unit # _____

Living Room	Check if Okay / Good	Check if New At Move In	Notations:
Walls - Paint			
Carpet and Vinyl Floor			
Windows and Screens			
Verticals and Blinds			
Outlets and Switches			
Light Fixtures			
AC - Wall or Central			
Thermostat Control			
Dining Area	Check if Okay / Good	Check if New At Move In	Notations:
Walls - Paint			
Carpet and Vinyl Floor			
Windows and Screens			
Verticals and Blinds			
Outlets and Switches			
Light Fixtures			
Kitchen	Check If Okay / Good	Check if New At Move In	Notations:
Stove <small>(note if resident owned)</small>			
Serial / Make / Model:			
Refrigerator <small>(note if resident owned)</small>			
Serial / Make / Model:			
Vinyl Flooring			
Cabinets and Drawers			
Counter tops or Tile			
Venting and Filters			
Plumbing Fixtures			
Garbage Disposal			
Dishwasher			
GFI and Electrical			
Hallways	Check if Okay / Good	Check if New At Move In	Notations:
Closet / Cabinets			
Carpet and Vinyl Floor			
Light Fixtures			
Hand Rails			
Smoke Alarm (tested)			
Bedroom(s)	Check if Okay / Good	Check if New At Move In	Notations by Bedroom , if applicable:
Walls - Paint			
Carpet and Vinyl Floor			
Windows and Screens			
Verticals and Blinds			
Outlets and Switches			
Light Fixtures			
Closet Doors and track			
Smoke Alarm (tested)			

Attachment No. 2 Move In Unit Inspection (continued)

Bathroom	Check if Okay / Good	Check if New At Move In	Notations by Bathroom #, if applicable:
Walls - Paint			
Carpet and Vinyl Floor			
Toilet and Seat Cover			
Tub and Shower			
Tub and Sink Stopper Present			
Towel Bar and Toilet Paper Holder			
Outlets and Switches			
Light Fixtures			
Gfi and Electrical			
Vanity and Medicine Cabinet			
Patio / Doors and Locks / other	Check If Okay / Good	Check if New At Move In	Notations:
Patio			
Front / Entry Door (#of Keys Provided)			
Interior Doors			
Patio Door			
Water Closet			
Other			
Other			
Additional Comments or Notes (use back if needed):			

By signing below tenant and agent agree "The unit is decent, safe, sanitary condition", and in good repair. Resident (s) has 5 days from date of initial occupancy to report any deficiencies not noted on move-in inspection form. If cleaning or repair is required expect work to be completed within 30 days from effective date of lease, unless otherwise agreed upon by Resident(s) and Owner/agent.

Signature of Head of Household

Date

Signature of Other Adult

Date

Signature of Manager / Owner Agent

Date

Attachment 3 - House Rules / Community Policies

GENERAL

1. Resident(s) is responsible for the conduct of guest(s) and their adherence to all the rules and regulations to which the Resident(s) has agreed.
2. Resident(s) will not tamper with building or equipment controls other than those in his/her own residence.
3. At no time is any garage or yard sale permitted on the Premises.
4. The use of water to wash cars on the premises is strictly prohibited.
5. Resident(s) agrees to follow all posted rules and hours of the laundry room.
6. Occupancy standard - only person(s) listed on Lease and Tenant Income Certification (TIC) shall occupy unit.

Depending upon the circumstances of the transfer, a tenant may be obligated to pay all costs associated with the move. However, if a tenant is transferred as a reasonable accommodation to a household member's disability, then the owner must pay the costs associated with the transfer, unless doing so would be an undue financial and administrative burden.

ACCESSIBLE/HANDICAP UNITS:

At any time household in a designated accessible unit who does meet the needs for an accessible unit may be required to move to a non-accessible unit if another household is in need of such unit. Household will be required to move within 30 days of request by management to transfer.

GUESTS. Guest may not stay more than 14 consecutive days (or as federal, state, or local laws regulate) in any 6 month period. After 14 days individuals will be considered unauthorized and household subject to violation of rental agreement, section 13, General Restrictions.

PETS or Other animals on premises. Refer to lease agreement - Paragraph 13 - General Restrictions. Any request for reasonable accommodation is subject to verification of need from a medical professional. Animals approved by owner or its agent for a reasonable accommodation must agree to Pet Rules prior to bringing animal on premises. In the event animal or pet of household or its guest causes property damage, personal injury, or death to an individual upon the Premises or community grounds, Resident(s) will be solely responsible therefore, and shall fully indemnify owner/agent for all costs, judgments, damages, awards and attorney's fees caused as a result thereof. Household is responsible for disposing of all waste from animal(s) or pet(s) of its guest(s) or household in sanitary manor. No waste products such as bags, litter, or wood chips for example should be disposed of in toilet. Trash bin(s) are located in parking areas. Household(s) who do not dispose of waste properly may be subject to normal repair and damages costs to clean and dispose of waste.

REASONABLE ACCOMODATIONS. Requests for reasonable accommodations are preferred in writing and are subject to verification from medical professional. Requests may be requested by any means available to disability.

REQUEST FOR UNIT TRANSFERS.

Unit transfers are permitted for reasonable accommodations for medical reason, need for accessible units. Other request(s) to transfer for a non reasonable accommodation are subject to determination of need by owner discretion in accordance to Tenant Selection Plan. Depending upon the circumstances of the transfer, a tenant may be obligated to pay all costs associated with the move. However, if a tenant is transferred as a reasonable accommodation to a household member's disability, then the owner must pay the costs associated with the transfer, unless doing so would be an undue financial and administrative burden. When unit is available, households on transfer list for a reasonable accommodation are given first opportunity by need, to determine whether the unit available meets the needs of household. If unit does not meet its need(s) household may remain on list in its current position unless it has been determined by both household and owner that no unit on premises will meet need of household. Example of such: Need for a 1 bedroom unit on a property that does not have 1 bedroom units.

Any request to transfer will be placed on Transfer Wait List by date and time received subject to priority of need to accommodate a reasonable accommodation. Households requesting to transfer for a reasonable accommodation take preference over persons wishing to transfer for a non reasonable accommodation.

If unit transferring to is subject to other affordable programs transferring of unit may require an initial certification for its program guidelines.

VEHICLES AND PARKING:

Owner/agent reserves the right to control the method of parking, assign or change parking space as needed.

- a. Tow Away - at Resident(s) expense, any vehicle causing an unsafe or hazardous condition, or parked in spaces not authorized by Owner/agent may be towed.
- b. No automobile or any other motor-driven vehicle or cycle may be brought onto the Premises unless such vehicle is insured for public liability and property damage, is operable, currently registered, free of leaking fluids, and in compliance with governmental noise limitations
- c. If available, guest(s) may park in designated "Guest" parking areas only after management has granted permission.
- d. Management may, at its sole discretion, at any time, reassign a different parking space. Resident must comply with management request of any changes to assignment of spaces
- e. Termination - Management may terminate use of such parking space(s) if Resident, or a guest of Resident, violates its use by:
 1. Misuse the parking spaces for other than parking of passenger vehicle
 - a. Space cannot be used for storage of any kind including recreation vehicles, boats, trailers, similar non-passenger vehicles, or non-operational vehicles.
 - b. Space can not be used for repairs vehicles at any time
 2. Not keeping space free of oil and fluid leaks, and other safety hazards as a result of use of space
 3. Parking of vehicles not registered vehicles, vehicles expired license plates or vehicles with expired insurance - both registration and insurance must be in name of person(s) listed on lease
 4. Inoperable, abandoned, or unauthorized vehicles will be towed away at owner's expense after a 24-hour notice is posted on the vehicle. The 24-hour notice does not apply to vehicles parked in a space assigned to another Resident, parked in a marked tow-away zone or fire lane, or parked to impede traffic or trash collection. Vehicles parked in this manner will be towed away immediately, at owner's expense, without warning.

ABANDONMENT: Pursuant to Section 1951.3 of the Civil Code concerning the real property leased if the rent on the property has been due and unpaid for 14 consecutive days and the lessor/landlord believes that unit has abandoned the property: The real property will be deemed abandoned within the meaning of Section 1951.2 of the Civil Code and your lease will terminate not less than 15 days after notice is served personally or, if mailed, not less than 18 days after this notice is deposited in the mail) unless before such date the undersigned receives at the address indicated below a written notice from household stating both of the following:

- (1) Intent not to abandon the real property.
- (2) An address at which you may be served by certified mail in any action for unlawful detainer of the real property.

You are required to pay the rent due and unpaid on this real property as required by the lease, and your failure to do so can lead to a court proceeding against you.

VACATING WITHOUT NOTICE OR PRIOR TO END OF NOTICE. If Resident(s) vacate unit prior to the lease term, does not provide 30 days notice thereafter security deposit will automatically be forfeited and household subject to full fulfillment of lease term, or until unit is re-rented, whichever is sooner.

ARBITRATION OF PERSONAL INJURY DISPUTES. Any dispute between the parties relating to a claim for personal injury, directly or indirectly relating to, or arising from, the conditions of the leased Premises, or the apartment community, shall be resolved solely by arbitration conducted by the American Arbitration Association. Any such arbitration shall be held and conducted in the city in which the Premises are located before three arbitrators, who shall be selected by mutual agreement of the parties. If agreement is not reached on the selection of the arbitrators within fifteen days, then the presiding judge of the Superior Court of the county in which the arbitration is to be conducted shall appoint such arbitrators. The provisions of the American Arbitration Association rules shall apply and govern such arbitration, subject, however, to the following: a) any demand for arbitration shall be in writing and must be made within 180 days after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such a matter would be barred by the applicable statute of limitations; b) The arbitrators' jurisdiction extends to all punitive damage claims and class actions; c) Each party shall bear their own respective fees and costs relative to the arbitration process; d) all administrative fees and costs, including but not limited to the arbitrators' fees relative to the arbitration process shall be borne equally by both Owner/agent and Resident(s), and all such fees and costs must be advanced prior to the arbitration; e) The decision of the arbitrators shall be final and judgment may be entered on it in accordance with applicable law. Nothing in this section shall be deemed to limit the Owner/agent's rights in the event of Resident(s) breach or default under this agreement, including without limitation Owner/agent's right to bring an action for Unlawful Detainer under the laws of the State of California.

LIABILITY. Owner/agent shall not be liable to Resident(s), or Resident(s)'s occupants, agents, guests, or invitees for any damage caused to their person(s) or property by water, rain, snow, ice, sleet, fire, storms, other acts of God and accidents, or by breakage, stoppage, or leakage of water, gas, heating, and sewer pipes or plumbing on or about, or adjacent to the Premises, and Resident(s) does hereby release and discharge Owner/agent, its representatives, agents, servants, contractors, and employees from liability for any injury or damage to the person or property of the Resident(s) or the members of his household, his agents, guests or invitees, resulting from any cause whatsoever by Owner/agent, its representatives, agents and employees excluding negligence or violation of law.

Resident(s) may obtain apartment renters insurance and any claim for damages to property of any Resident(s) shall be made to said policy of insurance. Owner/agent does not have insurance, which covers any of Resident(s)'s possessions. Resident(s) hereby acknowledges this and agrees not to make such claims for any losses or damages against Owner/agent, his agents or employees. It is strongly recommended that Resident(s) purchase Renter's insurance at their own expense sufficient to protect themselves and their property from fire, theft, burglary, breakage and/or water damage. They acknowledge that if they fail to procure insurance, it is their responsibility and they alone shall bear the consequence and risk.

NOISE AND CONDUCT

1. Residents shall not make or allow any disturbing noises in the Premises by the Resident(s), family, or guests, nor interfere with the rights, comforts or conveniences of other persons.
2. All musical instruments, televisions, radios, etc., are to be played in a manner not to be heard outside the Resident(s)'s own unit.
3. No lounging, visiting, or loud talking will be allowed in the common areas between the hours of 10:00 p.m. and 7:00 a.m.
4. Resident(s) acknowledges that any criminal or gang activity, associated with, or conducted by, Resident(s) or guest shall be grounds for eviction. The following conduct shall, without limitation constitute grounds for eviction: Resident(s) or his occupants, guests or visitors participate in criminal gang activity while on or near the Premises, affecting the safety of Residents in the neighborhood. Gang activity may include, but is not limited to, the criminal discharge of firearms, narcotics activity, no consumption of alcoholic beverages on the property, vandalism, robbery, theft, receiving stolen property, extortion, and intimidation of Residents.

CLEANLINESS and MAINTENANCE

1. Resident(s) must keep Premises, and all common areas used by Resident(s): clean, sanitary, and free from objectionable odors.
2. Service requests must be in writing, or by email - and given to the Manager during normal business hours unless it's an emergency.
3. Items shall not be shaken or hung outside any window, or on any ledge, railing, balcony or patio.
4. Resident(s) shall not litter, or throw any type of garbage or refuse on the Premises. Trash may not, at any time, be kept outside of unit, on patios, in walkways, and/or doorways.
5. Sewer: Resident(s) are responsible for stoppages within the unit. Resident(s) has the option to hiring and paying certified repair person to unclog stoppages. If Resident(s) does not make its own repair owner/agent will have work done and charge Resident applicable repair and labor costs
6. Water: Resident(s) must report all leaks or mold in unit. Damages caused from excessive water leaks or mold damage not reported, or water left running causing overflow damage are subject to repair costs charged to Resident(s).
7. Carpets and Walls: Damages to carpets and walls other than normal wear and tear will be charged to Resident(s). Carpets and needs to be cleaned regularly, stains removed, and burns repaired before every unit inspection to avoid charges for owner/agent to make necessary repairs/cleaning of carpets. Walls should be free of damages as a result of Resident neglect. Walls or carpets damaged from nicotine will be subject to full cost to replace or repair damaged areas.
8. Tenant must notify Landlord, or the Landlord's authorized agent, with written notice stating what item(s) need(s) service or repair, and give Landlord a reasonable opportunity to service or repair the item(s). If Landlord incurs charges from the City because Tenant did not notify Landlord in writing of such needed repairs, Tenant may be subject to lease violation of Paragraph 10, Section B, part 5 of Lease. Repeated violations will be subject termination of rental agreement.
9. Housekeeping - household is responsible for housekeeping in unit. Unit will be inspected and if unit is found but not limited to the following: unclean, dirty, over crowded, has attributed to pest infestation in or around unit - household will be in violation of paragraph 9, SUBJECT TO TERMINATION OF RENTAL AGREEMENT.

SAFETY

1. Resident(s) is responsible for locking all doors and windows, turning off gas/electrical appliances and water faucets when absent from premises.
2. If Resident(s) is to be absent from his/her residence more than 7 days, Resident(s) shall notify management for purpose of unforeseen emergencies. For extenuating circumstances due to medical reasons management should be notified as to how long resident(s) expect to be absent from unit, again for purpose of unforeseen emergencies, and for purpose of annual or interim certifications requiring signatures.
3. If Resident(s) wishes management to allow someone to enter Resident(s)'s unit, Resident(s) shall provide written permission with the person's name or company, and any additional information required.
4. Management, nor owner of premises, is not responsible for household member(s), or its guest(s) while on the Premises at all times. It is the household responsibility to supervise its own household member(s) and its guest(s).
5. Purpose of safety no roller-skating, bike riding, skate boarding, or similar activities are permitted in the common areas, unless so designated.
6. Barbeques are never permitted on balconies.
7. Resident(s) shall not store any liquid or material of a flammable nature on the Premises.
8. Owner/agent has made no representations that the property neither is a "secure" complex, nor is the owner/agent responsible for any loss from theft, injury or damage from criminal or other activity. Owner/agent does not guarantee any implementation of cameras and/or communication system between front door/gate, security guards on premises, or other measures to monitor premise will be operative at all times. Information obtained from installed cameras, security guards, or other security measures, if requested by law enforcement will be provided to enforcement agency. Information can not be provided for personal use of Resident(s).
9. Smoke alarms: Owner/agent certifies that smoke detector(s) have been installed in the unit and are in proper working condition prior to Resident(s) occupancy. It is the Resident(s) responsibility to check smoke detector(s) periodically and to replace batteries as necessary to keep the smoke detector(s) in proper working condition. Owner/agent assumes no responsibility or liability for any non-reported malfunctions to, or misuse of, smoke detector(s) by the Resident(s) which results in injury or damage to persons or to the leased unit. It is the responsibility of the Resident to obtain an insurance policy that provides public liability coverage and also provides for the protection of Resident(s) personal property.

Resident(s) acknowledges receipt of, and has read a copy of, this Attachment 3 - House Rules / Community Policies, which are hereby incorporated into the lease. Owner/agent may terminate this agreement, as provided by law, if any of these House Rules / Community Policies, are violated. Such House Rules / Community Policies, may be amended from time to time upon 60-day notice.

Signature of Head of Household

Date

Signature of Other Adult

Date

Signature of Manager / Owner Agent

Date

Fax from STUART CONSULTING
AFFORDABLE HOUSING CONSULTING SERVICES

To:	Teri Villani City of Lancaster	From:	Carol Stuart
Fax:	661-723-6274	Pages:	13 pages (including cover page)
Subject:	Sample Lease Arbor Gardens (Rehab)	Date:	May 4, 2014

● **Comments:**

Teri,

Attached is a copy of the sample lease for Arbor Gardens Rehab. Let me know if you have questions. Pet policy for reasonable accommodate is in Section 12.



LEASE AGREEMENT

*Arbor Gardens
(Rehab)*

1. Parties and Dwelling Unit:

The parties to this Agreement are Urban Renewal, L.P., referred to as the Landlord, and: (Rehab)

referred to as the Tenant. The Landlord leases to the Tenant(s) unit number, _____ located at 716 W. Kettering Street, Lancaster, CA 93534 in the project known as Arbor Gardens Senior Community.

2. Length of Time (Term):

The initial term of this Agreement shall begin on _____ and end on _____ After the initial term ends, the Agreement will continue for successive terms of one month each unless automatically terminated as permitted by paragraph 19 of this Agreement.

3. Rent:

The Tenant agrees to pay \$ _____ for the partial month ending on _____ After that, Tenant agrees to pay a rent of \$ _____ .00 per month. This amount is due on the 1st day of the month at Arbor Gardens Senior Community, 710 W. Kettering Street, Lancaster, CA 93534.

The Tenant understands that this monthly rent is less than the market value for this unit. This lower rent is available because the unit and your occupancy of said unit/premises is governed by the Regulations of the State of California, Department of Housing and Community Development HOME Investment Partnership Program (HOME), Title 25 of the California Code of Regulations, Section 9200, et. Seq. and the Federal Final Rule 24 CFR part 92. Copies of the Regulations and Final Rule for the HOME Program are available for inspection by you in the Arbor Gardens Rental Office during normal business hours.

4. Charges for Late Payments and Returned Checks:

If the Tenant does not pay the full amount of the rent shown in paragraph 3 by the end of the 3rd day of the month, the Landlord may Collect a fee of \$75 on the 4th day of the month.

The Landlord may not terminate this Agreement for failure to pay late charges, but may terminate this Agreement for non-payment of rent, as explained in paragraph 19. The Landlord may collect a fee of \$25.00 any additional 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.

5. Condition of Dwelling Unit

By signing this Agreement, the Tenant acknowledges that the unit is safe, 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 Unit Inspection Report, which is Attachment No. 2 to this 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 Unit Inspection Report.

6. 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 in column (1). Payments should be made directly to the appropriate utility company. The items in column (2) are included in the Tenant's rent.

(1)	Type of Utility	(2)
Put "x" by any Utility Tenant pays		Put an "x" by any utility included in Tenant Rent
<input checked="" type="checkbox"/>	Heat	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Lights, Electric	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Cooking	<input type="checkbox"/>
<input type="checkbox"/>	Water	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Other - Specify	<input type="checkbox"/>
<input type="checkbox"/>	Trash	<input checked="" type="checkbox"/>

7. Security Deposits:

The Tenant has deposited \$ _____ .00 with the Landlord as security deposit and \$ **50.00** for _____ ¹ remote(s) control(s) to gate/garage area. The Landlord will hold these deposit(s) 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.

- a. The Tenant will be eligible for a refund of the security Deposit only if the Tenant provided the Landlord with the 30-day written notice of intent to move required by paragraph 19, and has fulfilled lease term, unless the Tenant was unable to give the notice or fulfill lease term for reasons beyond his/her control.
- 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. The Landlord will refund to the Tenant the amount of the security deposit less any amount needed to pay the cost of:
 - (1) unpaid rent;
 - (2) damages that are not due to normal wear and tear and are not listed on the Unit Inspection Report;
 - (3) charges for late payment of rent and returned checks, as described in paragraph 4; and
 - (4) charges for unreturned keys, as described in paragraph 8
- d. The Landlord agrees to refund the amount computed in paragraph 7c within 21 days after the Tenant has permanently moved out of the unit, returned possession of the unit to the Landlord, and given his/her new address 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. If the unit is rented by more than one person, the Tenants agree that they will work out the details of dividing any refund among themselves. The Landlord may pay the refund to any Tenant identified in Paragraph 1 of this Agreement.
- f. The Tenant understands that the Landlord will not count the Security Deposit towards the last month's rent or towards repair charges owed by the Tenant in accordance with paragraph 10.
- g. Remote control for gate/garage access will be refunded only if remote(s) are returned in good, working condition

8. Keys and Locks:

The Tenant agrees not to install additional or different locks or gates on any doors or windows of the unit without the written permission of the Landlord. If the Landlord approves the Tenant's request to install such locks, the Tenant agrees to provide the Landlord with a key for each lock. When this Agreement ends, the Tenant agrees to return all keys to the dwelling unit to the Landlord. The Landlord may charge the Tenant **\$15.00** for each key not returned.

9. Maintenance:

- a. The Landlord agrees to:
 - (1) regularly clean all common areas of the project;
 - (2) maintain the common areas and facilities in a safe condition;
 - (3) arrange for collection and removal of trash and garbage;
 - (4) maintain all equipment and appliances in safe and working order;
 - (5) make necessary repairs with reasonable promptness;
 - (6) maintain exterior lighting in good working order;
 - (7) provide extermination services, as necessary; and
 - (8) maintain grounds and shrubs.
- b. The Tenant agrees to:
 - (1) keep the unit clean;
 - (2) use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
 - (3) not litter the grounds or common areas of the project;
 - (4) not destroy, deface, damage or remove any part of the unit, common areas, or project grounds;

- (5) give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the unit or related facilities; and
- (6) remove garbage and other waste from the unit in a clean and safe manner
- (7) general housekeeping of unit, proper storage of food, and eliminate/prohibit any action or cause that would attribute to pest or rodent infestation.

10. Damages:

Whenever damage is caused by carelessness, misuse, or neglect on the part of the Tenant, his/her family or visitors, the Tenant agrees to pay:

- a. the cost of all repairs and do so within 30 days after receipt of the Landlord's demand for the repair charges; and
- b. rent for the period the unit is damaged whether or not the unit is habitable.

11. Restrictions on Alterations:

No alteration, addition, or improvements shall be made in or to the premises without the prior consent of the Landlord in writing. The Landlord agrees to provide reasonable accommodation to an otherwise eligible tenant's disability, including making changes to rules, policies, or procedures, and making and paying for structural alterations to a unit or common areas. The Landlord is not required to provide accommodations that constitute a fundamental alteration to the Landlord's program or which would pose a substantial financial and administrative hardship. In addition, if a requested structural modification does pose a substantial financial and administrative hardship, the Landlord must then allow the tenant to make and pay for the modification in accordance with the Fair Housing Act.

12. General Restrictions:

The Tenant must live in the unit and the unit must be the Tenant's only place of residence. The Tenant shall use the premises only as a private dwelling for himself/herself and the individuals listed on the Tenant Income Certification. The Tenant agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of the Landlord. The Tenant agrees not to:

- a. sublet or assign the unit, or any part of the unit;
- b. use the unit for unlawful purposes;
- c. engage in or permit unlawful activities in the unit, in the common areas or on the project grounds;
- d. have pets or animals of any kind in the unit without the prior written permission of the Landlord, but the landlord will allow the tenant to keep an animal needed as a reasonable accommodation to the tenant's disability, and will allow animals to accompany visitors with disabilities who need such animals as an accommodation to their disabilities; or
- e. make or permit noises or acts that will disturb the rights or comfort of neighbors. The Tenant agrees to keep the volume of any radio, phonograph, television or musical instrument at a level, which will not disturb the neighbors.

13. Rules:

The Tenant agrees to obey the House Rules, which are Attachment No. 3 to this Agreement. The tenant agrees to obey additional rules established after the effective date of this Agreement if:

- a. the rules are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Tenants; and
- b. the Tenant receives written notice of the proposed rule at least 30 days before the rule is enforced.

14. Regularly Scheduled Recertifications

Within first year of residency anniversary of move in, and if required each year thereafter or as deemed necessary by the California Tax Credit Allocation Committee, Section 42 or the IRS Tax Code, or other housing program regulated to this property, 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 by program to determine the Tenant's continuance of 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 and use the verified information to determine continued eligibility to housing program.

- a. If the Tenant does not submit the required recertification information by the date specified in the Landlord's request, the Landlord may terminate lease agreement

- b. The Tenant may request to meet with the Landlord to discuss any change in rent or eligibility 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 eligibility was determined

15. Size of Dwelling

The Tenant understands that the Landlord to assign units in accordance with the Landlord's written occupancy standards. These standards include consideration of unit size, relationship of family members, age and sex of family members and family preference. If the Tenant is or becomes eligible for a different size unit, and the required size unit becomes available, the Tenant agrees to move within 30 days after the Landlord notifies him/her that unit of the required size is available within the project.

16. Access by Landlord:

- a. The Landlord agrees to enter the unit only during reasonable hours, to provide reasonable advance notice of his/her intent to enter the unit, and to enter the unit only after receiving the Tenant's consent to do so, except when urgency situations make such notices impossible or except under paragraph (c) below.
- b. The Tenant consents in advance to the following entries into the unit:
 - (i) The tenant agrees to permit the Landlord, his/her agents or other persons, when authorized by the Landlord, to enter the unit for the purpose of making reasonable repairs and periodic inspections.
 - (ii) After the Tenant has given a notice of intent to move, the Tenant agrees to permit the Landlord to show the unit to prospective tenants during reasonable hours.
- c. If the Tenant moves before this Agreement ends, the Landlord may enter the unit to decorate, remodel, alter or otherwise prepare the unit for re-occupancy.

17. Discrimination Prohibited:

The Landlord agrees not to discriminate based upon race, color, religion, creed, National origin, sex, age, familial status, and disability.

18. Change in Rental Agreement:

The Landlord may change the terms and conditions of this Agreement. Any changes will become effective only at the end of the initial term or a successive term. The Landlord must notify the Tenant of any change and must offer the Tenant a new Agreement or an amendment to the existing Agreement. The Tenant must receive the notice at least 60 days before the proposed effective date of the change. The Tenant may accept the changed terms and conditions by signing the new Agreement or the amendment to the existing Agreement and returning it to the Landlord. The Tenant may reject the changed terms and conditions by giving the Landlord written notice that he/she intends to terminate the tenancy. The Tenant must give such notice at least 30 days before the proposed change will go into effect. If the Tenant does not accept the amended agreement, the Landlord may require the Tenant to move from the project, as provided in paragraph 19 .

19. Termination of Tenancy:

- a. To terminate this Agreement, the Tenant must give the Landlord 30-days written notice before moving from the unit.
- b. Any termination of this Agreement by the Landlord must be carried out in accordance with Federal, State and local law, and the terms of this Agreement.
- c. The Landlord may terminate this Agreement for the following reasons:
 - (1) the Tenant's material noncompliance with the terms of this Agreement;
 - (2) the Tenant's material failure to carry out obligations under any State Landlord and Tenant Act;
 - (3) drug related criminal activity engaged in on or near the premises, by any tenant, household member, or guest, and any such activity engaged in on the premises by any other person under the tenant's control;
 - (4) determination made by the Landlord that a household member is illegally using a drug;
 - (5) determination made by the Landlord that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;

- (6) criminal activity by a tenant, any member of the tenant's household, guest or another person under the tenant's control:
- (a) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises);
 - (b) or that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;
- (7) if the tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees or that in the case of the State of New Jersey is a high misdemeanor;
- (8) if the tenant is violating a condition of probation or parole under Federal or State law;
- (9) determination made by the Landlord that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
- (10) if the Landlord determines that the tenant, any member of the tenant's household, a guest or another person under the tenant's control has engaged in the criminal activity, regardless of whether the tenant, any member of the tenant's household, a guest or another person under the tenant's control has been arrested or convicted for such activity
- d. The Landlord may terminate this Agreement for other good cause, which includes, but is not limited to, the tenant's refusal to accept change to this agreement. Terminations for "other good cause" may only be effective as of the end of any initial or successive term.

The term material noncompliance with the lease includes: (1) one or more substantial violations of the lease; (2) repeated minor violations of the lease that (a) disrupt the livability of the project; (b) adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment to the leased premises and related project facilities, (c) interfere with the management of the project, or (d) have an adverse financial effect on the project (3) failure of the tenant to timely supply all required information on the income and composition, or eligibility factors, of the tenant household (including, but not limited to, failure to meet the disclosure and verification requirements for Social Security Numbers, or failure to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies), and (4) Non-payment of rent or any other financial obligation due under the lease beyond any grace period permitted under State law. The payment of rent or any other financial obligation due under the lease after the due date but within the grace period permitted under State law constitutes a minor violation. (5) lack of housekeeping contributing to health and safety violation, failed unit inspection or pest or rodent infestation.

- e. If the Landlord proposes to terminate this Agreement, the Landlord agrees to give the Tenant written notice and the grounds for the proposed termination. If the Landlord is terminating this agreement for "other good cause," the termination notice must be mailed to the Tenant and hand-delivered to the dwelling unit at least 30 days before the date the Tenant will be required to move from the unit and in accordance with State law requirements. Notices of proposed termination for other reasons must be given in accordance with any time frames set forth in State and local law.

All termination notices must:

- specify the date this Agreement will be terminated;
 - state the grounds for termination with enough detail for the Tenant to prepare a defense;
 - advise the Tenant that he/she has 10 days within which to discuss the proposed termination of tenancy with the Landlord. The 10-day period will begin on the earlier of the date the notice was hand-delivered to the unit or the day after the date the notice is mailed. If the Tenant requests the meeting, the Landlord agrees to discuss the proposed termination with the Tenant;
 - and advise the Tenant of his/her right to defend the action in court
- f. If an eviction is initiated, the Landlord agrees to rely only upon those grounds cited in the termination notice required by paragraph e.

20. Hazards:

The Tenant shall not undertake, or permit his/her family or guests to undertake, any hazardous acts or do anything that will increase the project's insurance premiums. Such action constitutes a material non-compliance. If the unit is damaged by fire, wind, or rain to the extent that the unit cannot be lived in and the damage is not caused or made worse by the Tenant, the Tenant will be responsible for rent only up to the date of the destruction. Additional rent will not accrue until the unit has been repaired to a livable condition.

21. Penalties for Submitting False Information:

Knowingly giving the Landlord false information regarding income or other factors considered in determining Tenant's eligibility and rent is a material noncompliance with the lease subject to termination of tenancy. In addition, the Tenant could become subject to penalties available under Federal law. Those penalties include fines up to \$10,000 and imprisonment for up to five years.

22. Contents of this Agreement

This Agreement and its Attachments make up the entire agreement between the Landlord and the Tenant regarding the unit. If any Court declares a particular provision of this Agreement to be invalid or illegal, all other terms of this Agreement will remain in effect and both the Landlord and the Tenant will continue to be bound by them.

23. Attachments to the Agreement:

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

- a. Attachment No. 1 - Tenant Income Certification (TIC)
- b. Attachment No. 2 - Unit Inspection Report.
- c. Attachment No. 3 - House Rules (if any).

24. Signatures

TENANT

BY:

1. _____ / /

2. _____ / /

3. _____ / /

LANDLORD

BY:

1. _____ / /

Attachment No. 2 Move In Unit Inspection

Unit # _____

Living Room	Check if Okay / Good	Check if New At Move In	Notations:
Walls - Paint			
Carpet and Vinyl Floor			
Windows and Screens			
Verticals and Blinds			
Outlets and Switches			
Light Fixtures			
AC - Wall or Central			
Thermostat Control			
Dining Area	Check if Okay / Good	Check if New At Move In	Notations:
Walls - Paint			
Carpet and Vinyl Floor			
Windows and Screens			
Verticals and Blinds			
Outlets and Switches			
Light Fixtures			
Kitchen	Check if Okay / Good	Check if New At Move In	Notations:
Stove <small>(note if resident owned)</small>			
Serial / Make / Model:			
Refrigerator <small>(note if resident owned)</small>			
Serial / Make / Model:			
Vinyl Flooring			
Cabinets and Drawers			
Counter tops or Tile			
Venting and Filters			
Plumbing Fixtures			
Garbage Disposal			
Dishwasher			
GFI and Electrical			
Hallways	Check if Okay / Good	Check if New At Move In	Notations:
Closet / Cabinets			
Carpet and Vinyl Floor			
Light Fixtures			
Hand Rails			
Smoke Alarm (tested)			
Bedroom (s)	Check if Okay / Good	Check if New At Move In	Notations by Bedroom , if applicable:
Walls - Paint			
Carpet and Vinyl Floor			
Windows and Screens			
Verticals and Blinds			
Outlets and Switches			
Light Fixtures			
Closet Doors and track			
Smoke Alarm (tested)			

Attachment No. 2 Move In Unit Inspection (continued)

Bathroom	Check if Okay / Good	Check if New At Move In	Notations by Bathroom #, if applicable:
Walls - Paint			
Carpet and Vinyl Floor			
Toilet and Seat Cover			
Tub and Shower			
Tub and Sink Stopper Present			
Towel Bar and Toilet Paper Holder			
Outlets and Switches			
Light Fixtures			
Gfi and Electrical			
Vanity and Medicine Cabinet			
Patio / Doors and Locks / other	Check if Okay / Good	Check if New At Move In	Notations:
Patio			
Front / Entry Door (#of Keys Provided)			
Interior Doors			
Patio Door			
Water Closet			
Other			
Other			
Additional Comments or Notes (use back if needed):			

By signing below tenant and agent agree "The unit is decent, safe, sanitary condition", and in good repair. Resident (s) has 5 days from date of initial occupancy to report any deficiencies not noted on move-in inspection form. If cleaning or repair is required expect work to be completed within 30 days from effective date of lease, unless otherwise agreed upon by Resident(s) and Owner/agent.

Signature of Head of Household

Date

Signature of Other Adult

Date

Signature of Manager / Owner Agent

Date

Attachment 3 - House Rules / Community Policies

GENERAL

1. Resident(s) is responsible for the conduct of guest(s) and their adherence to all the rules and regulations to which the Resident(s) has agreed.
2. Resident(s) will not tamper with building or equipment controls other than those in his/her own residence.
3. At no time is any garage or yard sale permitted on the Premises.
4. The use of water to wash cars on the premises is strictly prohibited.
5. Resident(s) agrees to follow all posted rules and hours of the laundry room.
6. Occupancy standard - only person(s) listed on Lease and Tenant Income Certification (TIC) shall occupy unit.

Depending upon the circumstances of the transfer, a tenant may be obligated to pay all costs associated with the move. However, if a tenant is transferred as a reasonable accommodation to a household member's disability, then the owner must pay the costs associated with the transfer, unless doing so would be an undue financial and administrative burden.

ACCESSIBLE/HANDICAP UNITS:

At any time household in a designated accessible unit who does meet the needs for an accessible unit may be required to move to a non-accessible unit if another household is in need of such unit. Household will be required to move within 30 days of request by management to transfer.

GUESTS. Guest may not stay more than 14 consecutive days (or as federal, state, or local laws regulate) in any 6 month period. After 14 days individuals will be considered unauthorized and household subject to violation of rental agreement, section 13, General Restrictions.

PETS or Other animals on premises. Refer to lease agreement - Paragraph 13 - General Restrictions. Any request for reasonable accommodation is subject to verification of need from a medical professional. Animals approved by owner or its agent for a reasonable accommodation must agree to Pet Rules prior to bringing animal on premises. In the event animal or pet of household or its guest causes property damage, personal injury, or death to an individual upon the Premises or community grounds, Resident(s) will be solely responsible therefore, and shall fully indemnify owner/agent for all costs, judgments, damages, awards and attorney's fees caused as a result thereof. Household is responsible for disposing of all waste from animal(s) or pet(s) of its guest(s) or household in sanitary manor. No waste products such as bags, litter, or wood chips for example should be disposed of in toilet. Trash bin(s) are located in parking areas. Household(s) who do not dispose of waste properly may be subject to normal repair and damages costs to clean and dispose of waste.

REASONABLE ACCOMODATIONS. Requests for reasonable accommodations are preferred in writing and are subject to verification from medical professional. Requests may be requested by any means available to disability.

REQUEST FOR UNIT TRANSFERS.

Unit transfers are permitted for reasonable accommodations for medical reason, need for accessible units. Other request(s) to transfer for a non reasonable accommodation are subject to determination of need by owner discretion in accordance to Tenant Selection Plan. Depending upon the circumstances of the transfer, a tenant may be obligated to pay all costs associated with the move. However, if a tenant is transferred as a reasonable accommodation to a household member's disability, then the owner must pay the costs associated with the transfer, unless doing so would be an undue financial and administrative burden. When unit is available, households on transfer list for a reasonable accommodation are given first opportunity by need, to determine whether the unit available meets the needs of household. If unit does not meet its need(s) household may remain on list in its current position unless it has been determined by both household and owner that no unit on premises will meet need of household. Example of such: Need for a 1 bedroom unit on a property that does not have 1 bedroom units.

Any request to transfer will be placed on Transfer Wait List by date and time received subject to priority of need to accommodate a reasonable accommodation. Households requesting to transfer for a reasonable accommodation take preference over persons wishing to transfer for a non reasonable accommodation.

If unit transferring to is subject to other affordable programs transferring of unit may require an initial certification for its program guidelines.

VEHICLES AND PARKING:

Owner/agent reserves the right to control the method of parking, assign or change parking space as needed.

- a. Tow Away - at Resident(s) expense, any vehicle causing an unsafe or hazardous condition, or parked in spaces not authorized by Owner/agent may be towed.
- b. No automobile or any other motor-driven vehicle or cycle may be brought onto the Premises unless such vehicle is insured for public liability and property damage, is operable, currently registered, free of leaking fluids, and in compliance with governmental noise limitations
- c. If available, guest(s) may park in designated "Guest" parking areas only after management has granted permission.
- d. Management may, at its sole discretion, at any time, reassign a different parking space. Resident must comply with management request of any changes to assignment of spaces
- e. Termination - Management may terminate use of such parking space(s) if Resident, or a guest of Resident, violates its use by:
 1. Misuse the parking spaces for other than parking of passenger vehicle
 - a. Space cannot be used for storage of any kind including recreation vehicles, boats, trailers, similar non-passenger vehicles, or non-operational vehicles.
 - b. Space can not be used for repairs vehicles at any time
 2. Not keeping space free of oil and fluid leaks, and other safety hazards as a result of use of space
 3. Parking of vehicles not registered vehicles, vehicles expired license plates or vehicles with expired insurance - both registration and insurance must be in name of person(s) listed on lease
 4. Inoperable, abandoned, or unauthorized vehicles will be towed away at owner's expense after a 24-hour notice is posted on the vehicle. The 24-hour notice does not apply to vehicles parked in a space assigned to another Resident, parked in a marked tow-away zone or fire lane, or parked to impede traffic or trash collection. Vehicles parked in this manner will be towed away immediately, at owner's expense, without warning.

ABANDONMENT: Pursuant to Section 1951.3 of the Civil Code concerning the real property leased if the rent on the property has been due and unpaid for 14 consecutive days and the lessor/landlord believes that unit has abandoned the property: The real property will be deemed abandoned within the meaning of Section 1951.2 of the Civil Code and your lease will terminate not less than 15 days after notice is served personally or, if mailed, not less than 18 days after this notice is deposited in the mail) unless before such date the undersigned receives at the address indicated below a written notice from household stating both of the following:

- (1) Intent not to abandon the real property.
- (2) An address at which you may be served by certified mail in any action for unlawful detainer of the real property.

You are required to pay the rent due and unpaid on this real property as required by the lease, and your failure to do so can lead to a court proceeding against you.

VACATING WITHOUT NOTICE OR PRIOR TO END OF NOTICE. If Resident(s) vacate unit prior to the lease term, does not provide 30 days notice thereafter security deposit will automatically be forfeited and household subject to full fillment of lease term, or until unit is re-rented, whichever is sooner.

ARBITRATION OF PERSONAL INJURY DISPUTES. Any dispute between the parties relating to a claim for personal injury, directly or indirectly relating to, or arising from, the conditions of the leased Premises, or the apartment community, shall be resolved solely by arbitration conducted by the American Arbitration Association. Any such arbitration shall be held and conducted in the city in which the Premises are located before three arbitrators, who shall be selected by mutual agreement of the parties. If agreement is not reached on the selection of the arbitrators within fifteen days, then the presiding judge of the Superior Court of the county in which the arbitration is to be conducted shall appoint such arbitrators. The provisions of the American Arbitration Association rules shall apply and govern such arbitration, subject, however, to the following: a) any demand for arbitration shall be in writing and must be made within 180 days after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such a matter would be barred by the applicable statute of limitations; b) The arbitrators' jurisdiction extends to all punitive damage claims and class actions; c) Each party shall bear their own respective fees and costs relative to the arbitration process; d) all administrative fees and costs, including but not limited to the arbitrators' fees relative to the arbitration process shall be borne equally by both Owner/agent and Resident(s), and all such fees and costs must be advanced prior to the arbitration; e) The decision of the arbitrators shall be final and judgment may be entered on it in accordance with applicable law. Nothing in this section shall be deemed to limit the Owner/agent's rights in the event of Resident(s) breach or default under this agreement, including without limitation Owner/agent's right to bring an action for Unlawful Detainer under the laws of the State of California.

LIABILITY. Owner/agent shall not be liable to Resident(s), or Resident(s)'s occupants, agents, guests, or invitees for any damage caused to their person(s) or property by water, rain, snow, ice, sleet, fire, storms, other acts of God and accidents, or by breakage, stoppage, or leakage of water, gas, heating, and sewer pipes or plumbing on or about, or adjacent to the Premises, and Resident(s) does hereby release and discharge Owner/agent, its representatives, agents, servants, contractors, and employees from liability for any injury or damage to the person or property of the Resident(s) or the members of his household, his agents, guests or invitees, resulting from any cause whatsoever by Owner/agent, its representatives, agents and employees excluding negligence or violation of law.

Resident(s) may obtain apartment renters insurance and any claim for damages to property of any Resident(s) shall be made to said policy of insurance. Owner/agent does not have insurance, which covers any of Resident(s)'s possessions. Resident(s) hereby acknowledges this and agrees not to make such claims for any losses or damages against Owner/agent, his agents or employees. It is strongly recommended that Resident(s) purchase Renter's insurance at their own expense sufficient to protect themselves and their property from fire, theft, burglary, breakage and/or water damage. They acknowledge that if they fail to procure insurance, it is their responsibility and they alone shall bear the consequence and risk.

NOISE AND CONDUCT

1. Residents shall not make or allow any disturbing noises in the Premises by the Resident(s), family, or guests, nor interfere with the rights, comforts or conveniences of other persons.
2. All musical instruments, televisions, radios, etc., are to be played in a manner not to be heard outside the Resident(s)'s own unit.
3. No lounging, visiting, or loud talking will be allowed in the common areas between the hours of 10:00 p.m. and 7:00 a.m.
4. Resident(s) acknowledges that any criminal or gang activity, associated with, or conducted by, Resident(s) or guest shall be grounds for eviction. The following conduct shall, without limitation constitute grounds for eviction: Resident(s) or his occupants, guests or visitors participate in criminal gang activity while on or near the Premises, affecting the safety of Residents in the neighborhood. Gang activity may include, but is not limited to, the criminal discharge of firearms, narcotics activity, no consumption of alcoholic beverages on the property, vandalism, robbery, theft, receiving stolen property, extortion, and intimidation of Residents.

CLEANLINESS and MAINTENANCE

1. Resident(s) must keep Premises, and all common areas used by Resident(s), clean, sanitary, and free from objectionable odors.
2. Service requests must be in writing, or by email - and given to the Manager during normal business hours unless it's an emergency.
3. Items shall not be shaken or hung outside any window, or on any ledge, railing, balcony or patio.
4. Resident(s) shall not litter, or throw any type of garbage or refuse on the Premises. Trash may not, at any time, be kept outside of unit, on patios, in walkways, and/or doorways.
5. Sewer: Resident(s) are responsible for stoppages within the unit. Resident(s) has the option to hiring and paying certified repair person to unclog stoppages. If Resident(s) does not make its own repair owner/agent will have work done and charge Resident applicable repair and labor costs
6. Water: Resident(s) must report all leaks or mold in unit. Damages caused from excessive water leaks or mold damage not reported, or water left running causing overflow damage are subject to repair costs charged to Resident(s).
7. Carpets and Walls: Damages to carpets and walls other than normal wear and tear will be charged to Resident(s). Carpets and needs to be cleaned regularly, stains removed, and burns repaired before every unit inspection to avoid charges for owner/agent to make necessary repairs/cleaning of carpets. Walls should be free of damages as a result of Resident neglect. Walls or carpets damaged from nicotine will be subject to full cost to replace or repair damaged areas.
8. Tenant must notify Landlord, or the Landlord's authorized agent, with written notice stating what item(s) need(s) service or repair, and give Landlord a reasonable opportunity to service or repair the item(s). If Landlord incurs charges from the City because Tenant did not notify Landlord in writing of such needed repairs, Tenant may be subject to lease violation of Paragraph 10, Section B, part 5 of Lease. Repeated violations will be subject termination of rental agreement.
9. Housekeeping - household is responsible for housekeeping in unit. Unit will be inspected and if unit is found but not limited to the following: unclean, dirty, over crowded, has attributed to pest infestation in or around unit - household will be in violation of paragraph 9, SUBJECT TO TERMINATION OF RENTAL AGREEMENT.

SAFETY

1. Resident(s) is responsible for locking all doors and windows, turning off gas/electrical appliances and water faucets when absent from premises.
2. If Resident(s) is to be absent from his/her residence more than 7 days, Resident(s) shall notify management for purpose of unforeseen emergencies. For extenuating circumstances due to medical reasons management should be notified as to how long resident(s) expect to be absent from unit, again for purpose of unforeseen emergencies, and for purpose of annual or interim certifications requiring signatures.
3. If Resident(s) wishes management to allow someone to enter Resident(s)'s unit, Resident(s) shall provide written permission with the person's name or company, and any additional information required.
4. Management, nor owner of premises, is not responsible for household member(s), or its guest(s) while on the Premises at all times. It is the household responsibility to supervise its own household member(s) and its guest(s).
5. Purpose of safety no roller-skating, bike riding, skate boarding, or similar activities are permitted in the common areas, unless so designated.
6. Barbeques are never permitted on balconies.
7. Resident(s) shall not store any liquid or material of a flammable nature on the Premises.
8. Owner/agent has made no representations that the property neither is a "secure" complex, nor is the owner/agent responsible for any loss from theft, injury or damage from criminal or other activity. Owner/agent does not guarantee any implementation of cameras and/or communication system between front door/gate, security guards on premises, or other measures to monitor premise will be operative at all times. Information obtained from installed cameras, security guards, or other security measures, if requested by law enforcement will be provided to enforcement agency. Information can not be provided for personal use of Resident(s).
9. Smoke alarms: Owner/agent certifies that smoke detector(s) have been installed in the unit and are in proper working condition prior to Resident(s) occupancy. It is the Resident(s) responsibility to check smoke detector(s) periodically and to replace batteries as necessary to keep the smoke detector(s) in proper working condition. Owner/agent assumes no responsibility or liability for any non-reported malfunctions to, or misuse of, smoke detector(s) by the Resident(s) which results in injury or damage to persons or to the leased unit. It is the responsibility of the Resident to obtain an insurance policy that provides public liability coverage and also provides for the protection of Resident(s) personal property.

Resident(s) acknowledges receipt of, and has read a copy of, this Attachment 3 - House Rules / Community Policies, which are hereby incorporated into the lease. Owner/agent may terminate this agreement, as provided by law, if any of these House Rules / Community Policies, are violated. Such House Rules / Community Policies, may be amended from time to time upon 60-day notice.

Signature of Head of Household

Date

Signature of Other Adult

Date

Signature of Manager / Owner Agent

Date

Fax from STUART CONSULTING
AFFORDABLE HOUSING CONSULTING SERVICES

To:	Teri Villani City of Lancaster	From: Carol Stuart
Fax:	661-723-6274	Pages: 20 pages (including cover page)
Subject:	Sample Lease Arbor on Date	Date: May 4, 2014

● **Comments:**

Teri,

Attached is a copy of the sample lease for Arbor on Date. Let me know if you have questions. Pet policy for reasonable accommodate is in Section 12(d), General Restrictions if that is what Elizabeth needs.



LOW INCOME HOUSING TAX CREDIT LEASE

Arbor on Date

1. Parties and Dwelling Unit:

The parties to this Agreement are Grow A Pear, LP, referred to as the Landlord, and:

referred to as the Tenant. The Landlord leases to the Tenant(s) unit number, _____ located at 44927 Date Avenue, Lancaster, CA 93534 in the project known as Arbor on Date Apartments. Approved occupants; also listed on the Tenant Income Certification (TIC) for are:

_____	Age: _____	*****Void*****	Age: _____
*****Void*****	Age: _____	*****Void*****	Age: _____
*****Void*****	Age: _____	*****Void*****	Age: _____
*****Void*****	Age: _____	*****Void*****	Age: _____

2. Length of Time (Term):

The initial term of this Agreement shall begin on _____ and end 1 Month 6 Months 12 Months from begin date or _____, whichever is later. After the initial term ends, the Agreement will continue for successive terms of one month each unless automatically terminated as permitted by paragraph 19 of this Agreement.

3. Rent:

The Tenant agrees to pay \$ _____ for the partial month ending on _____. After that, Tenant agrees to pay a rent of \$ _____ per month. This amount is due in full, without deduction or offset by the 1st day of the month in form of Cashiers Check, Money Order, or Personal Check (subject to paragraph 4). Payment by cash or trade is not accepted. Payment can be made at the onsite Management Office, located at Arbor on Date Apartments, 44927 Date Avenue, Lancaster, CA 93534 during posted business hours. Payment made by mail or, if available, deposited in after hours drop box, to Arbor on Date Apartments, 44927 Date Avenue, Lancaster, CA 93534, is not guaranteed until receipt has been provided by management agent. Payment made after the 1st of the month is subject to late fees. All payments should be made to payable to "Arbor on Date Apartments". Lessor is not responsible for payments not made out and payable to "Arbor on Date Apartments".

The Tenant understands that this monthly rent is less than the market value for this unit. This lower rent is available because the unit is governed under regulations of the Low Income Housing Tax Credit Program under Section 42 of the Internal Revenue Tax Code, Multifamily Housing Program, and Regulations of the State of California, Department of Housing and Community Development HOME Investment Partnership Program (HOME), Title 25 of the California Code of Regulations, Section 9200, et. Seq. and the Federal Final Rule 24 CFR part 92. Copies of the Regulations and Final Rule for the HOME Program are available for inspection by you in the Arbor on Date Rental Office during normal business hours.

4. Charges for Late Payments and Returned Checks:

If the Tenant does not pay the full amount of the rent shown in paragraph 3 by the 1st day of the month, the Landlord may collect a fee of \$75 on the 4th day of the month.

The Landlord may collect a fee of \$25.00 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. Checks not honored by bank more than once in a 12 month period will be subject to future payments accepted only by Cashier Check or Money Order.



5. Condition of Dwelling Unit and Appliances:

By signing this Agreement, the Tenant acknowledges that the unit is safe, 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 Unit Inspection Report, which is Attachment No. 2 to this 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 Unit Inspection Report.

The following charts describe appliances installed in unit at time of initial occupancy. Tenant must keep appliances clean whether owner or tenant owned. Appliances owned by Owner misused or dirty will be subject to owner discretion of replacement or repair should need occur. Resident will be liable for all damages caused by neglect, abuse or lack of maintaining. Owner nor its agent are not responsible for repairs or damages to Tenant owned appliances. Tenant must maintain owned appliances in working and clean condition at all times. The Tenant agrees that these charts accurately describe the appliances installed in unit at time of initial occupancy:

Put "x" by any Appliance Tenant Owned	Type of Appliance	Put "x" by any Appliance Owner Owned
<input type="checkbox"/>	Refrigerator	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Range/Stove/Oven	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Range Hood / Fan	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Dishwasher	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Garbage Disposal	<input checked="" type="checkbox"/>
<input type="checkbox"/>		<input type="checkbox"/>
<input type="checkbox"/>		<input type="checkbox"/>
<input type="checkbox"/>		<input type="checkbox"/>

6. 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. The Tenant must pay for the utilities in column (1). Payments should be made directly to the appropriate utility company. The items in column (2) are included in the Tenant's rent.

(1) Put "x" by any Tenant Paid Utility	Type of Utility	(2) Put "x" by any Owner Paid Utility
X	Heat - Electric	
X	Basic Electric	
X	Cooking - Electric	
	Water / Sewer	X
X	Water Heating - Boiler	X
X	Central A/C - Electric	

7. Security Deposits:

The Tenant has deposited \$ **500.00** with the Landlord. The Landlord will hold these deposit(s) 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.

- a. The Tenant will be eligible for a refund of the security Deposit only if the Tenant provided the Landlord with the 30-day written notice of intent to move required by paragraph 19, unless the Tenant was unable to give the notice for reasons beyond his/her control.
- 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. The Landlord will refund to the Tenant the amount of the security deposit less any amount needed to pay the cost of:
 - (1) unpaid rent;
 - (2) damages that are not due to normal wear and tear and are not listed on the Unit Inspection Report;
 - (3) charges for late payment of rent and returned checks, as described in paragraph 4; and
 - (4) charges for unreturned keys, as described in paragraph 8
- d. The Landlord agrees to refund the amount computed in paragraph 7c within 21 days after the Tenant has permanently moved out of the unit, returned possession of the unit to the Landlord, and given his/her new address 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. If the unit is rented by more than one person, the Tenants agree that they will work out the details of dividing any refund among themselves. The Landlord may pay the refund to only to Tenant(s) identified in Paragraph 1 of this Agreement. Refund will not be disbursed till surrender of unit to remaining Tenant(s) identified in Paragraph 1 of this Agreement.
- f. The Tenant understands that the Landlord will not count the Security Deposit towards the last month's rent or towards repair charges owed by the Tenant in accordance with paragraph 10.

8. Keys, Locks, Remotes:

The Tenant agrees not to install additional or different locks or gates on any doors or windows of the unit without the written permission of the Landlord. If the Landlord approves the Tenant's request to install such locks, the Tenant agrees to provide the Landlord with a key for each lock. When this Agreement ends, the Tenant agrees to return all keys to the dwelling unit to the Landlord. The Landlord may charge the Tenant **\$15.00** for each key not returned. Owner/agent does not provide resident lock out service. It is recommended household contact local locksmith in the event of lock out.

Additional common area keys, remote control(s), gate card(s), or mailbox key(s), if applicable, can be purchased from agent, subject to agent discretion. Cost to replace any lost keys subject to additional labor cost for replacement. Purchased common area keys, remotes, or gate cards returned in good condition will be credited to original purchase price or current market price, whichever is less.

Household has been issued the following at move in:

Unit Key(s) 1 Front Entry Key(s) 1 Mail Box Key(s) 1 Gate Remote/Card(s) 0
 Other n/a

9. Maintenance:

- a. The Landlord agrees to:
 - (1) regularly clean all common areas of the project;
 - (2) maintain the common areas and facilities in a safe condition;
 - (3) arrange for collection and removal of trash and garbage;
 - (4) maintain all equipment and appliances in safe and working order;
 - (5) make necessary repairs with reasonable promptness;
 - (6) maintain exterior lighting in good working order;
 - (7) provide extermination services for grounds
 - (8) provide extermination services for preventative pest or rodent control, limited to agreed and contracted services with pest control vendor
 - (9) maintain grounds and shrubs.
- b. The Tenant agrees to:
 - (1) keep the unit clean;
 - (2) use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
 - (3) not litter the grounds or common areas of the project;



- b. The Tenant agrees to (continued):
- (4) notify manager of any pest or rodent infestations. Household subject to cost of extermination fees relating to household attributing to infestation. Cost must be paid within 30 days of invoice by owner or its agent.
 - (5) not destroy, deface, damage or remove any part of the unit, common areas, or project grounds;
 - (6) give the Landlord prompt notice of any defects in the plumbing, fixtures, owner provided appliances, heating and cooling equipment or any other part of the unit or related facilities; and
 - (7) remove garbage and other waste from the unit in a clean and safe manner.

10. Damages:

Whenever damage is caused by carelessness, misuse, or neglect on the part of the tenant, his/her family or visitors, the Tenant agrees to pay:

- a. the cost of all repairs and do so within 10 days after receipt of the Landlord's demand for the repair charges; and
- b. rent for the period the unit is damaged whether or not the unit is habitable.

11. Restrictions on Alterations:

No alteration, addition, or improvements shall be made in or to the premises without the prior consent of the Landlord in writing. The Landlord agrees to provide reasonable accommodation to an otherwise eligible tenant's disability, including making changes to rules, policies, or procedures, and making and paying for structural alterations to a unit or common areas. The Landlord is not required to provide accommodations that constitute a fundamental alteration to the Landlord's program or which would pose a substantial financial and administrative hardship. In addition, if a requested structural modification does pose a substantial financial and administrative hardship, the Landlord must then allow the tenant to make and pay for the modification in accordance with the Fair Housing Act.

12. General Restrictions:

The Tenant must live in the unit and the unit must be the Tenant's only place of residence. The Tenant shall use the premises only as a private dwelling for himself/herself and the individuals listed on the Tenant Income Certification. The Tenant agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of the Landlord. The Tenant agrees:

- a. Not sublet or assign the unit, or any part of the unit;
- b. Not use the unit for unlawful purposes;
- c. Not to engage in or permit unlawful activities in the unit, in the common areas or on the project grounds;
- d. Not to have pets or animals of any kind in the unit without the prior written permission of the Landlord. Landlord will allow the tenant to keep an animal needed as a reasonable accommodation to the tenant's disability, and will allow animals to accompany visitors with disabilities who need such animals as an accommodation to their disabilities;
- e. Not make or permit noises or acts that will disturb the rights or comfort of neighbors. The Tenant agrees to keep the volume of any radio, phonograph, television or musical instrument at a level, which will not disturb the neighbors;
- f. Not to have guests staying in unit excess of 14 days consecutive days in any six month period subject to change by Federal, State and or Local law;
- g. Not over occupy unit - 2 persons per bedroom plus one. Subject to Federal, State and Local law;
- h. Notify manager immediately (within 72 hrs) if any household members vacate unit permanently. Household must recertify to determine if new household composition still meets eligibility for program(s).



- i. Household may not add any members to household unless approved by Landlord or its agent. All members of household and proposed member must recertify to determine if new household composition will meet eligibility for program(s).
- j. Household must comply with all local, state and federal laws relating to housing.

13. Rules:

The Tenant agrees to obey the House Rules, which are Attachment No. 3 to this Agreement. The tenant agrees to obey additional rules established after the effective date of this Agreement if:

- a. the rules are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Tenants; and
- b. the Tenant receives written notice of the proposed rule at least 30 days before the rule is enforced.

14. Regularly Scheduled Recertifications:

Within first year of residency anniversary of move in, and if required each year thereafter or as deemed necessary by the Low Income Housing Tax Credit Program under Section 42 of the Internal Revenue Tax Code, and or other housing program regulated to this property. 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 program to determine the Tenant's continuance of 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 and use the verified information to determine continued eligibility to housing program.

- a. If the Tenant does not submit the required recertification information by the date specified in the Landlord's request, the Landlord may terminate lease agreement
- b. The Tenant may request to meet with the Landlord to discuss any change in eligibility resulting from the recertification processing. If the Tenant requests such a meeting, the Landlord, its agent, agrees to meet with the Tenant and discuss how the Tenant's eligibility was determined

15. Size of Dwelling:

The Tenant understands that the Landlord to assign units in accordance with the Landlord's written occupancy standards. These standards include consideration of unit size, relationship of family members, age and sex of family members and family preference. If the Tenant is or becomes eligible for a different size unit, and the required size unit becomes available, the Tenant agrees to move within 30 days after the Landlord notifies him/her that unit of the required size is available within the project.

16. Access by Landlord:

- a. The Landlord agrees to enter the unit only during reasonable hours, to provide reasonable advance notice of his/her intent to enter the unit, and to enter the unit only after receiving the Tenant's consent to do so, except when urgency situations make such notices impossible or except under paragraph (c) below.
- b. The Tenant consents in advance to the following entries into the unit:
 - (i) The tenant agrees to permit the Landlord, his/her agents or other persons, when authorized by the Landlord, to enter the unit for the purpose of making reasonable repairs and periodic inspections.
 - (ii) After the Tenant has given a notice of intent to move, the Tenant agrees to permit the Landlord to show the unit to prospective tenants during reasonable hours.
- c. If the Tenant moves before this Agreement ends, the Landlord may enter the unit to decorate, remodel, alter or otherwise prepare the unit for re-occupancy.

17. Discrimination Prohibited:

The Landlord and all members of household, agree not to discriminate based upon race, color, religion, creed National origin, sex, age, familial status, and disability.



18. Change in Rental Agreement:

The Landlord may change the terms and conditions of this Agreement. Any changes will become effective only at the end of the initial term or a successive term. The Landlord must notify the Tenant of any change and must offer the Tenant a new Agreement or an amendment to the existing Agreement. The Tenant must receive the notice at least 60 days before the proposed effective date of the change. The Tenant may accept the changed terms and conditions by signing the new Agreement or the amendment to the existing Agreement and returning it to the Landlord. The Tenant may reject the changed terms and conditions by giving the Landlord written notice that he/she intends to terminate the tenancy. The Tenant must give such notice at least 30 days before the proposed change will go into effect. If the Tenant does not accept the amended agreement, the Landlord may require the Tenant to move from the project, as provided in paragraph 19.

19. Termination of Tenancy:

- a. To terminate this Agreement, the Tenant must give the Landlord 30-days written notice before moving from the unit. Terminations prior to end of lease term and/or prior to end of 30-days notice subject to Tenant owing remaining balance of rent calculated to end of lease term or unit re-rented whichever is sooner.
- b. Any termination of this Agreement by the Landlord must be carried out in accordance with State and local law, and the terms of this Agreement.
- c. The Landlord may terminate this Agreement for any, but not limited to, the following reasons:
 - (1) the Tenant's material noncompliance with the terms of this Agreement;
 - (2) the Tenant's material failure to carry out obligations under any State Landlord and Tenant Act;
 - (3) drug related criminal activity engaged in on or near the premises, by any tenant, household member, or guest, and any such activity engaged in on the premises by any other person under the tenant's control;
 - (4) determination made by the Landlord that a household member is illegally using a drug;
 - (5) determination made by the Landlord that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
 - (6) criminal activity by a tenant, any member of the tenant's household, guest or another person under the tenant's control:
 - (a) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises);
 - (b) or that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;
 - (7) if the tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees or that in the case of the State of New Jersey is a high misdemeanor;
 - (8) if the tenant is violating a condition of probation or parole under Federal or State law;
 - (9) determination made by the Landlord that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
 - (10) if the Landlord determines that the tenant, any member of the tenant's household, its guest(s) or another person whether or not in tenant's control has engaged in criminal activity, regardless of whether the tenant, any member of the tenant's household, a guest or another person has been arrested or convicted for such activity.



- d. The Landlord may terminate this Agreement for other good cause, which includes, but is not limited to, the tenant's refusal to accept change to this agreement. Terminations for "other good cause" may only be effective as of the end of any initial or successive term

The term material noncompliance with the lease includes: (1) one or more substantial violations of the lease; (2) repeated, one or more minor violations of the lease that (a) disrupt the livability of the project; (b) adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment to the leased premises and related project facilities, (c) interfere with the management of the project, or (d) have an adverse financial effect on the project (3) failure of the tenant to timely supply all required information on the income and composition, or eligibility factors, of the tenant household (including, but not limited to, failure to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies), and (4) Non-payment of rent or any other financial obligation due under the lease beyond any grace period permitted under State law. The payment of rent or any other financial obligation due under the lease after the due date but within the grace period permitted under State law constitutes a minor violation.

- e. If the Landlord proposes to terminate this Agreement, the Landlord agrees to give the Tenant written notice for the proposed termination. If the landlord is terminating this agreement for "other good cause," the termination notice must be mailed to the Tenant and hand-delivered to the dwelling unit at least 30 days before the date the Tenant will be required to move from the unit and in accordance with State law requirements. Notices of proposed termination for other reasons must be given in accordance with any time frames set forth by State and local law.
- f. If an eviction is initiated, the Landlord agrees to rely only upon those grounds cited in the termination notice required by paragraph e.

20. Military Clause:

Notwithstanding any other provision hereof, if a Lessee who is on active duty with the United States military: 1) receives permanent change of station orders or temporary duty orders for a period in excess of three (3) months; 2) is discharged or relieved from active duty with the armed forces; or 3) has been ordered to occupy on-base housing. Lessee may terminate this Lease by providing Lessor with thirty (30) days prior written notice along with a copy of said assignment, orders, or discharge. Liability of Lessee for rent under the Lease may not exceed: 1) 30 days' rent after written notice and proof of the assignment, orders, or discharge is given to Lessor; and 2) the cost of repairing damage to the Premises including the cost of painting, maintenance, and cleaning prorated based on the number of months the unit was occupied.

21. Attorney's Fees / Waiver of Jury Trial:

If any legal action or proceeding is brought by either party to enforce any part of this agreement, the prevailing party shall recover, in addition to all other relief, reasonable costs and attorney's fees, whether or not the action proceeds to judgment. In no instance shall this provision limit the court from awarding additional sanctions pursuant to the Code of Civil Procedure or the California Rules of Court. Recognizing that jury trials are both time consuming and costly, lessor and lessee hereby waive their right to a trial by jury on any matter arising out of this agreement, or the use, or the occupancy of, the premises herein.

22. Hazards:

The Tenant shall not undertake, or permit his/her family or guests to undertake, any hazardous acts or do anything that will increase the project's insurance premiums. Such action constitutes a material non-compliance. If the unit is damaged by fire, wind, or rain to the extent that the unit cannot be lived in and the damage is not caused or made worse by the Tenant, the Tenant will be responsible for rent only up to the date of the destruction. Additional rent will not accrue until the unit has been repaired to a livable condition.

23. Penalties for Submitting False Information:

Knowingly giving the Landlord false information regarding income or other factors considered in determining Tenant's eligibility and rent is a material noncompliance with the lease subject to termination of tenancy. In addition, the Tenant could become subject to penalties available under Federal law. Those penalties include fines up to \$10,000 and imprisonment for up to five years.



24. Default:

In the event of a default by Lessee, Lessor may elect to (a) continue the lease in effect and enforce all rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of Lessee's rights hereunder and recover from Lessee all damages that may be incurred by reason of the breach of the lease. This includes the cost of recovering the Premises, and the worth at the time of such termination, or at the time of an award, if suit be instituted to enforce this provision, the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Lessee proves could be reasonably avoided, and any other damages as provided by law. In the event Lessor prepares or serves any notice to Lessee arising out of, or concerning Lessee's violation of any covenant contained in this Rental Agreement, the Lessee shall pay to the Lessor the sum of \$50.00 plus the costs of service of said notice. Pursuant to California Civil Code 1785.26, Lessee is hereby notified that a negative credit report reflecting on Lessee's credit record may be submitted to a credit-reporting agency if Lessee fails to fulfill the terms of this Rental Agreement. All remedies provided herein are cumulative.

25. LIABILITY:

Lessor shall not be liable to Lessee, or Lessee's occupants, agents, guests, or invitees for any damage caused to their person(s) or property by water, rain, snow, ice, sleet, fire, storms, other acts of God and accidents, or by breakage, stoppage, or leakage of water, gas, heating, and sewer pipes or plumbing on or about, or adjacent to the Premises, and Lessee does hereby release and discharge Lessor, its representatives, agents, servants, contractors, and employees from liability for any injury or damage to the person or property of the Lessee or the members of his household, his agents, guests or invitees, resulting from any cause whatsoever by Lessor, its representatives, agents and employees excluding negligence or violation of law.

Lessee shall obtain apartment renters insurance and any claim for damages to property of any Lessee shall be made to said policy of insurance. Lessor does not have insurance, which covers any of Lessee's possessions. Lessee hereby acknowledges this and agrees not to make such claims for any losses or damages against Lessor, his agents or employees. It is strongly recommended that Lessee purchase Renter's insurance at their own expense sufficient to protect themselves and their property from fire, theft, burglary, breakage and/or water damage. They acknowledge that if they fail to procure insurance, it is their responsibility and they alone shall bear the consequence and risk.

26. ARBITRATION OF PERSONAL INJURY DISPUTES:

Any dispute between the parties relating to a claim for personal injury, directly or indirectly relating to, or arising from, the conditions of the leased Premises, or the apartment community, shall be resolved solely by arbitration conducted by the American Arbitration Association. Any such arbitration shall be held and conducted in the city in which the Premises are located before three arbitrators, who shall be selected by mutual agreement of the parties. If agreement is not reached on the selection of the arbitrators within fifteen days, then the presiding judge of the Superior Court of the county in which the arbitration is to be conducted shall appoint such arbitrators. The provisions of the American Arbitration Association rules shall apply and govern such arbitration, subject, however, to the following: a) any demand for arbitration shall be in writing and must be made within 180 days after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such a matter would be barred by the applicable statute of limitations; b) The arbitrators' jurisdiction extends to all punitive damage claims and class actions; c) Each party shall bear their own respective fees and costs relative to the arbitration process; d) all administrative fees and costs, including but not limited to the arbitrators' fees relative to the arbitration process shall be borne equally by both Lessor and Lessee, and all such fees and costs must be advanced prior to the arbitration; e) The decision of the arbitrators shall be final and judgment may be entered on it in accordance with applicable law. Nothing in this section shall be deemed to limit the Lessor's rights in the event of Lessee's breach or default.

27. Contents of this Agreement:

This Agreement and its Attachments make up the entire agreement between the Landlord and the Tenant regarding the unit. If any Court declares a particular provision of this Agreement to be invalid or illegal, all other terms of this Agreement will remain in effect and both the Landlord and the Tenant will continue to be bound by them.



28. Subordination:

This Lease and all of its terms, covenants and provisions are subject and subordinate to any mortgage or Deed of Trust constituting a lien now or hereafter placed upon the property of which the Premises is a part. Lessee agrees to adorn to, and to recognize the mortgage or trustee or the purchaser at any sale pursuant to the enforcement of any such obligation as Lessor for the balance of the term of this Lease, subject to all terms and provisions hereof. Lessee hereby constitutes and approves Lessor as Lessee's attorney-in-fact to execute any such document or certificate for, and on behalf of, Lessee. Lessor may assign this Lease or any of its rights herein at any time.

29. Attachments to the Agreement:

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

- a. Attachment No. 1 - CTCAC Good Cause for Eviction Lease Rider
- b. Attachment No. 2 - Unit Inspection Report.
- c. Attachment No. 3 - House Rules (if any).
- d. Lead Warning Statement
- e. Crime Free Lease Addendum
- f. Addendum for Tobacco Smoke Free Areas
- g. Bed Bug Addendum

30. Signatures:

TENANT
BY:

1. _____ / /

2. _____ / /

3. _____ / /

4. _____ / /

5. _____ / /

LANDLORD
BY:

1. _____ / /



RESIDENT NOTIFICATION LETTER

As a Resident of **Arbor on Date Apartments** (*name of property*), a development funded under the Low Income Housing Tax Credit program, you have certain rights stated in your lease and the Lease Rider attached. Your landlord must follow the federal and state rules for the Housing Tax Credit Program. One of the important protections provided by federal law is that you cannot be evicted from your home without a good reason, or "good cause".

Your landlord may not evict you without good cause. Good cause is generally serious or repeated violations of the terms of your lease. The landlord must state the good cause in any notice seeking to terminate your tenancy. If you contest the eviction, the landlord must then file a court action and prove the good cause to a judge.

Attached are a Notice and "Lease Rider" that outline the protections you can enforce. The attached Lease Rider should already be signed by your landlord. You and all members of your household aged 18 or older must also sign the Lease Rider and return it to your landlord by _____ (date).

The Lease Rider only needs to be signed at initial move-in. If at any time additional adult household members enter the unit or a child turns 18, they should sign the existing form with the current date. You may view the current Lease Rider Form at the following web site:

<http://www.treasurer.ca.gov/ctcac/compliance/leaserider>. If you do not have Internet access, you may call (916) 654-6340 and request a copy of the current form.

If you have any questions concerning this matter, please contact your Resident Manager at **Arbor on Date Apartments** or your landlord at **(661) 723-6555**.

Sincerely,

<u>Diana Gallardo</u>	<u>Arbor on Date Apartments</u>	_____
Property Representative Name (print)	(Property Name)	Date

- Encl:
- (1) Lease Rider
 - (2) Notice - Good Cause Eviction Protection



**LOW INCOME HOUSING TAX CREDIT LEASE RIDER
(to be attached to resident lease)**

Property Name: Arbor on Date Apartments Unit # _____
Household Name: _____

Dear Resident or Applicant:

The owner(s) of this property rents residential units under the federal Low-Income Housing Tax Credit Program (the "program") administered by the California Tax Credit Allocation Committee (TCAC). Under the program, the owner has agreed to rent some or all of the units in the property to low-income households and restrict the rents for those units. Another protection provided by federal law is that Low Income Tenants may not be evicted without good cause. The following Lease Rider is an important part of ensuring your rights to good cause for eviction.

The Lease or Rental Agreement dated _____ is hereby amended by adding the following provision:

Lease Rider: Good Cause for Eviction

Owner may not terminate the tenancy the Lease or rental agreement of a Low Income Tenant except for good cause, including a serious or repeated violation of the material terms and conditions of the Lease, or a violation of applicable Federal, State, or local law. To terminate the tenancy the Lease, Owner must provide written notice to the tenant of the grounds with sufficient specificity to enable the tenant to prepare a defense. The notice must be served at least three days before the termination of tenancy, and must comply with all requirements of California law and other applicable programs. Tenant has the right to enforce this requirement in state court, including presenting a defense to any eviction action brought by Owner.

To the extent that any terms contained in the Lease or rental agreement, or any other agreement between the owner and the tenant, contradict the terms of this Rider, the provisions of this Rider shall control.

By signing below, I indicate my consent to this Lease Rider:

Diana Gallardo _____
Property Representative Name (print) (signature) Date

By signing below, I indicate my consent to this Lease Rider. I/we have been given a copy of this Lease Rider.

Resident or Applicant Name (print) (signature) Date

Resident or Applicant Name (print) (signature) Date

Resident or Applicant Name (print) (signature) Date

Resident or Applicant Name (print) (signature) Date



NOTICE - GOOD CAUSE EVICTION PROTECTION

As a resident in a "Housing Tax Credit Program" rental unit, you have a right to continue living in your rental unit unless you do something that gives your landlord "good cause" to evict you. This notice provides basic information about your rights.

Why are you being notified of your right against eviction without "good cause"?

The federal law that created the Housing Credit Program requires this protection. The California Tax Credit Allocation Committee requires your landlord to notify you and amend your lease. You and your landlord must also sign the "Lease Rider" to make this important resident protection part of your lease. This "Lease Rider" has already been signed by your landlord and should be attached to this notice for your signature.

What is "good cause" for your landlord to evict or to terminate your tenancy?

There is no specific list of "good causes" to evict residents. Rather, this matter has been left to the courts to decide and define. However, your landlord would have "good cause" if you commit a serious or repeated violation of the significant terms of your lease. Some examples of what might be considered good cause are failure to pay rent on time, failure to cooperate with legal recertification requirements, and engaging in illegal activity on the premises.

What if your lease does not yet include protection against being evicted without "good cause"?

Even if your lease does not state this protection, you have the right NOT to be evicted without "good cause." To strengthen this protection, you should immediately sign and return the "Lease Rider."

What procedures must the landlord follow to evict me?

Before you can be evicted, your landlord must give you a **written notice** of the reasons - the "good cause" - that is specific enough for you to present a defense if you wish. You do not have to move out after the notice if you believe there is no good cause. Whether you agree or disagree with the notice, you should never ignore it. If you choose to stay and contest the eviction, the landlord must file and serve you with a court action, called an "unlawful detainer". This court action must be based on the same good cause stated in the notice. You have the right to show why there is not good cause at a hearing in court. The judge will then decide whether the landlord has shown good cause. You only have to leave the premises if the court orders you to do so.

IMPORTANT! If you receive an eviction notice or court papers, you should contact an attorney immediately for legal advice.

Who should you contact if you have more questions?

Please contact your resident manager, local legal services office, local housing rights organization, or a private attorney.



Attachment No. 2 Move In Unit Inspection

Unit # _____

Living Room	Check if Okay / Good	Check if New At Move In	Notations:
Walls - Paint			
Carpet and Vinyl Floor			
Windows and Screens			
Verticals and Blinds			
Outlets and Switches			
Light Fixtures			
AC - Wall or Central			
Thermostat Control			
Dining Area	Check if Okay / Good	Check if New At Move In	Notations:
Walls - Paint			
Carpet and Vinyl Floor			
Windows and Screens			
Verticals and Blinds			
Outlets and Switches			
Light Fixtures			
Kitchen	Check if Okay / Good	Check if New At Move In	Notations:
Stove (note if resident owned)			
Serial / Make / Model:			
Refrigerator (note if resident owned)			
Serial / Make / Model:			
Vinyl Flooring			
Cabinets and Drawers			
Counter tops or Tile			
Venting and Filters			
Plumbing Fixtures			
Garbage Disposal			
Dishwasher			
GFI and Electrical			
Hallways	Check if Okay / Good	Check if New At Move In	Notations:
Closet / Cabinets			
Carpet and Vinyl Floor			
Light Fixtures			
Hand Rails			
Smoke Alarm (tested)			
Bedroom (s)	Check if Okay / Good	Check if New At Move In	Notations by Bedroom , if applicable:
Walls - Paint			
Carpet and Vinyl Floor			
Windows and Screens			
Verticals and Blinds			
Outlets and Switches			
Light Fixtures			
Closet Doors and track			
Smoke Alarm (tested)			



**Attachment No. 2
Move In Unit Inspection (continued)**

Bathroom	Check If Okay / Good	Check if New At Move In	Notations by Bathroom #, if applicable:
Walls - Paint			
Carpet and Vinyl Floor			
Toilet and Seat Cover			
Tub and Shower			
Tub and Sink Stopper Present			
Towel Bar and Toilet Paper Holder			
Outlets and Switches			
Light Fixtures			
Gfi and Electrical			
Vanity and Medicine Cabinet			
Patio / Doors and Locks / other	Check if Okay / Good	Check if New At Move In	Notations:
Patio			
Front / Entry Door (#of Keys Provided)			
Interior Doors			
Patio Door			
Water Closet			
Other			
Other			
Additional Comments or Notes (use back if needed):			

By signing below tenant and agent agree "The unit is decent, safe, sanitary condition", and in good repair. Resident (s) has 5 days from date of initial occupancy to report any deficiencies not noted on move-in inspection form. If cleaning or repair is required expect work to be completed within 30 days from effective date of lease, unless otherwise agreed upon by Resident(s) and Owner/agent.

Signature of Head of Household

Date

Signature of Other Adult

Date

Signature of Manager / Owner Agent

Date

Initials



Attachment 3 - House Rules

House rules are relating to the safety, care, and cleanliness of the building, safety and comfort of residents.

The Tenant agrees to obey the House Rules, which is Attachment No. 3 to the LOW INCOME HOUSING TAX CREDIT LEASE. The tenant agrees to obey additional rules established after the effective date of LOW INCOME HOUSING TAX CREDIT LEASE if the rules are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Tenants and the Tenant receives written notice of the proposed rule at least 30 days before the rule is enforced. Individuals with disabilities may request reasonable accommodations to all written notices given to applicants and tenants

Conduct:

1. The Tenant agrees to permit other individuals to reside in the unit **only after** obtaining the prior written approval of the Landlord. Guest(s) may not stay more than 14 consecutive days (or as federal, state, or local laws regulate) in any 6 month period. After 14 days individuals will be considered unauthorized and household will be subject to violation of LOW INCOME HOUSING TAX CREDIT LEASE, section 12, General Restrictions.
2. Guest(s) of resident(s), regardless of whether the tenant, any member of the tenant's household, a guest or another person is under the tenant's control who disrupt the livability of the project; adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment to the leased premises and related project facilities, interfere with the management of the project, or have an adverse financial effect on the project is to subject to violation of LOW INCOME HOUSING TAX CREDIT LEASE, paragraph 12 and 19.
3. If the Landlord determines that the tenant, any member of the tenant's household, a guest or another person under the tenant's control has engaged in the criminal activity, regardless of whether the tenant, any member of the tenant's household, a guest or other person is under the tenant's control has been arrested or convicted for such activity is to subject to violation of LOW INCOME HOUSING TAX CREDIT LEASE, paragraph 19
4. Criminal activity by a tenant, any member of the tenant's household, a guest or another person whether or not under the tenant's control:
 - a. that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises);
 - b. or that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises is to subject to violation of LOW INCOME HOUSING TAX CREDIT LEASE, paragraph 19
5. Drug related criminal activity engaged in on or near the premises, by any tenant, household member, or guest, and any such activity engaged in on the premises by any other person whether or not under the tenant's control LOW INCOME HOUSING TAX CREDIT LEASE, paragraph 19
6. Whenever damage is caused by carelessness, misuse, or neglect on the part of the Tenant, his/her family or its guests, the Tenant agrees to pay the cost of all repairs and do so within 30 days after receipt of the Landlord's demand for the repair charges; and any rent for the period the unit is damaged inhabitable.
7. Household is responsible for all actions and supervision of its own guest(s) and household member(s) at all times while on the premises.
8. Quiet time of premises is 8:00 pm - 8:00 am. Tenants and guests must keep noise or actions at levels that will not disrupt neighbors. Loitering by tenants or its guests is prohibited at all hours.

Locks and lost keys:

1. Keys and Locks - Refer to paragraph 8 of LOW INCOME HOUSING TAX CREDIT LEASE.
2. Lost keys, lock changes - per LOW INCOME HOUSING TAX CREDIT LEASE, paragraph 8, the Tenant agrees not to install additional or different locks or gates on any doors or windows of the unit without the written permission of the Landlord. If the Landlord approves the Tenant's request to install such locks, the Tenant agrees to provide the Landlord with a key for each lock. Tenant may contact and pay its own locksmith to install or change locks however failure to provide key for each lock will be subject to violation of LOW INCOME HOUSING TAX CREDIT LEASE paragraph 8.
3. Lock outs -Landlord does not provide lock out service. It is recommended tenant(s) contract a locksmith in the event of lock out.

Access to Unit or Common Areas

1. Refer to paragraph 8 and 16 of LOW INCOME HOUSING TAX CREDIT LEASE
2. Access to premises, mail boxes, laundry rooms, unit or common areas should only be given to guest(s) of household. No access should be provided to anyone not known or whom are not guest(s) of household. Guest(s) are subject to all rules governing guest(s) and actions responsibility of household.



Unit Cleanliness

The Tenant agrees to keep unit clean.

1. **Tenant(s) must notify** give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the unit or related facilities. Not reporting of any defects subject to violation of LOW INCOME HOUSING TAX CREDIT LEASE paragraph 9.
2. Pest/rodent infestation as a result of housekeeping that damages unit or affect the neighboring units disrupting rights and peaceful enjoyment will be subject to violation of LOW INCOME HOUSING TAX CREDIT LEASE paragraph 9 and 10. Infestations attributed by household subject to cost of extermination.
3. Carpets - Damages to carpets other than normal wear and tear that is caused by carelessness, misuse, or neglect is subject to violation of LOW INCOME HOUSING TAX CREDIT LEASE paragraph 9 and 10. Tenant is responsible to vaccuum, shampoo, and remove household caused stains on regular basis and as needed.
4. Walls - Damages to carpets other than normal wear and tear that is caused by carelessness, misuse, or neglect is subject to violation of LOW INCOME HOUSING TAX CREDIT LEASE paragraph 9 and 10.
5. Nicotine damages is caused by carelessness, misuse, or neglect is subject to violation of LOW INCOME HOUSING TAX CREDIT LEASE paragraph 9 and 10.
6. Sewer: Stoppages within the unit caused by carelessness, misuse, or neglect is subject to violation of LOW INCOME HOUSING TAX CREDIT LEASE paragraph 9 and 10. Tenant(s) has the option to hiring and paying certified repair person to unclog stoppages.
7. Water: Tenant(s) must report all leaks or mold in unit. Damages caused from excessive water leaks or mold damage not reported, or water left running causing overflow damage are subject to violation of LOW INCOME HOUSING TAX CREDIT LEASE paragraph 9, 10, and 11 and 13.
8. **Unit inspections: Units that fail inspections due to tenant neglect, abuse, housekeeping, loose cords, removal of smoke detector batteries, pest infestations, in or other reason will be subject to fine of \$100 per instance.**

Indoor Air Quality, Mold & Mildew

Our goal is to maintain the highest quality living conditions for all our Lessees. Lessee acknowledges that, having had the opportunity to walk through and examine the unit prior to executing the Lease Rental Agreement, prior to move-in, and/or as of the date of execution of this Lease Addendum, the unit is clean and shows no visible signs of damp or wet building materials. Lessee had or has no knowledge of mold or mildew contamination, and Lessee has no reason to suspect that said conditions exist. Lessee is hereby notified that mold, pathogenic organisms, and/or other microscopic organisms however can grow if the Premises are not properly maintained or ventilated. These pathogenic organisms, microscopic organisms and/or mold may cause physical injuries, including, but not limited to, allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or the elderly. If moisture is allowed to accumulate in the unit, it can cause mildew, mold and other microscopic organisms to grow. It is important that Lessee regularly allow air to circulate in the apartment unit. It is also important that Lessee keep the interior of the unit clean and promptly notify the office of any leaks, moisture problems and/or mold growth.

Lessee agrees to maintain the Premises in a manner that prevents the occurrence of an infestation of mold or mildew. Lessee agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. To keep the unit free of dirt and debris that can harbor mold.
2. Immediately report to the office any water intrusion, such as plumbing leaks, drips or sweating pipes.
3. Notify the office of overflows from bathroom, kitchen or laundry facilities especially in cases where the overflow may have permeated walls or cabinets.
4. Report to the office any significant mold/mildew growth on surfaces inside the Premises including items of personal property.
5. Allow management to enter the unit to inspect and make necessary repairs.
6. Use bathroom fans while showering or bathing and to report to the office any non-working fan.
7. Use exhaust fans whenever cooking, dishwashing or cleaning
8. Use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior of the unit.



9. Clean and dry any visible moisture on windows, walls, and other surfaces, including personal property and as soon as reasonably possible. (Note: Molds can grow on damp surfaces within 24 to 48 hours.)
10. Notify the Lessor/Agent of any problems with the air conditioning or heating systems.
11. Agrees to indemnify and hold harmless the Lessors/Agents from any actions, claims, losses, damages and expenses, including, but not limited to, attorneys' fees that the Lessor/Agent may sustain or incur as a result of the negligence of the Lessee or any guest or other person living in, occupying, or using the Premises.

Security and/or Security systems

Landlord, owner or its agent has made no representations that the property neither is a "secure" complex, nor is the owner/agent responsible for any loss from theft, injury or damage from criminal or other activity. Owner/agent does not guarantee any implementation of cameras and/or communication system between front door/gate, security guards on premises, or other measures to monitor premise will be operative at all times. Information obtained from installed cameras, security guards, or other security measures, if requested by law enforcement will be provided to enforcement agency. Information can not be provided for personal use of Tenant(s).

Trash disposal / Littering

1. Trash may not, at any time, be kept outside of unit, on patios, in walkways, and/or doorways.
2. Trash must be disposed in designated trash bins located throughout property
3. Trash must be put inside trash bins, not left on ground, near or cause bin to overflow. Trash not disposed of properly will be subject to violation of LOW INCOME HOUSING TAX CREDIT LEASE paragraph 9.
4. Large items disposal - bins do not accommodate large items and should not be placed in bins. Tenant should arrange for pick up of large items from unit -not left on premise, by trash bins or common areas. Large items not disposed of properly will be subject to violation of LOW INCOME HOUSING TAX CREDIT LEASE paragraph 9
5. Tenant and its guest(s) are not to litter the grounds or common areas of the project - subject to violation of LOW INCOME HOUSING TAX CREDIT LEASE paragraph 9

Obstructions

1. Items shall not be shaken or hung outside any window, or on any ledge, railing, balcony or patio.
2. At all times hallways, doorways, window exits, patios/balconies, and any exit must be clear of any obstructions that may prevent an exit in an emergency.
3. Smoke detectors should not be covered or prevented from proper use
4. Over crowding, hording that cause obstructions are subject to violation of LOW INCOME HOUSING TAX CREDIT LEASE paragraph 9
5. Loose cord/wires that cause obstructions are subject to violation of LOW INCOME HOUSING TAX CREDIT LEASE paragraph 9

Carports / Garage / Entry Gates

1. Carport / Garage entrance height is approximately 7 feet. Height is to low for most moving vans or trucks, use caution. Damage caused to caport/ garage(s) / entry gates due to resident or guest(s) negligence will be billed to resident and or its insurance company.



SWIMMING POOL RULES

1. The pool is provided for the convenience and pleasure of the residents. Users are expressly warned that the pool/pool area is dangerous and all persons using the pool/pool area should use the facilities at their own risk. Pool privileges can be revoked at anytime due to negligence of the pool rules.
2. No running in the pool area.
3. There shall be no diving from balconies or other elevated places.
4. The pool may only be used during the hours of 9:00am to 9:00pm daily between Memorial Day thru Labor Day. Dates and times subject to owner/landlord discretion.
5. There shall be no loud or boisterous conduct, or "horseplay" in the pool/pool area.
6. There shall be no throwing of foreign matter or debris into the pool and all tables, chairs and other furniture and equipment used around the pool shall be left clean and free from debris.
7. There shall be no pets allowed in the pool/pool area.
8. The Management reserves the right to exclude any person(s) from the use of the pool or close the pool area at any time.
9. The use of glass containers is not permitted in the pool/pool area.
10. Alcoholic beverages are not allowed in the pool/pool area.
11. The pool/pool area is for the exclusive use of residents and no more than two guests per apartment unit. Residents MUST accompany guests AT ALL TIMES.
12. Swim suits/ appropriate swim attire must be worn in and around pool area.
13. Please use only waterproof suntan lotion in the pool. Suntan oil clogs the pool filters.
14. Hair pomades and gels clog pool filters. If you use these products, a swim cap must be worn while in the pool.
15. Should household member or its guest(s) defecate in the pool, household will be charged for pool draining and cleaning.
16. All users known to be, or suspected by management of being afflicted with an infectious disease, suffering from a cough, cold or sores, or wearing bands or bandages shall be excluded from using the pool unless:
 - (1) The user submits a current written statement, signed by a licensed physician, confirming that the user does not present a health hazard to other pool users: or
 - (2) pool use is approved by management.
17. Radios, CD and cassette players are allowed with earphones only.

PLAYGROUND RULES & REGULATIONS

1. The playground is to be used only between 8 a.m. to 8 p.m. Management reserves the right to close the playground.
2. The playground area is for the exclusive use of residents and no more than two guests per apartment unit. Residents MUST accompany guests AT ALL TIMES.
3. All users known to be, or suspected by management of being afflicted with an infectious disease, suffering from a cough, cold or sores, or wearing bands or bandages shall be excluded from using the pool unless:
 - (1) The user submits a current written statement, signed by a licensed physician, confirming that the user does not present a health hazard to other pool users: or
 - (2) pool use is approved by management.
4. No person(s) under 14 years old will be allowed in or around the playground at any time unless accompanied by an adult.
5. No person(s) are allowed in the playground unless they are toilet-trained. Diapers are never allowed in the playground.
6. No food or beverages may be served or consumed in or around the playground at any time without management's consent. If allowed, refreshments must be served in unbreakable containers.
7. No person under the influence of alcohol or drugs is permitted in or around the playground area.
8. Running, jumping, horseplay, dangerous conduct or diving is forbidden in or around the playground area.
9. Lessees and their guests / invitees are required to be properly attired at all times going to/from the playground and when using it.
10. Safety equipment is not to be used except in case of emergency.
11. **PERSONS USING THE PLAYGROUND FACILITY DO SO AT THEIR OWN RISK.**



Extended absence

The Tenant must live in the unit and the unit must be the Tenant's only place of residence. If the Landlord determines that any member of tenant's household has established residency elsewhere household will be subject to violation of LOW INCOME HOUSING TAX CREDIT LEASE paragraph 12.

If Tenant(s) is to be absent from his/her residence more than 7 days, Tenant (s) shall notify management for purpose of unforeseen emergencies. For extenuating circumstances due to medical reasons management should be notified as too how long resident(s) expect to be absent from unit, again for purpose of unforeseen emergencies, and for purpose of annual or interim certifications requiring signatures

Abandonment

Pursuant to Section 1951.3 of the Civil Code concerning the real property leased if the rent on the property has been due and unpaid for 14 consecutive days and the lesser/landlord believes that unit has abandoned the property the real property will be deemed abandoned within the meaning of Section 1951.2 of the Civil Code and your lease will terminate not less than 15 days after notice is served personally or, if mailed, not less than 18 days after this notice is deposited in the mail) unless before such date the undersigned receives at the address indicated below a written notice from household stating both of the following:

- (1) Intent not to abandon the real property.
- (2) An address at which you may be served by certified mail in any action for unlawful detainer of the real property.

You are required to pay the rent due and unpaid on this real property as required by the lease, and your failure to do so can lead to a court proceeding against you.

VEHICLES AND PARKING:

Landlord reserves the right to control the method of parking, assign or change parking space as needed.

1. Tow Away - at Tenant(s) expense, any vehicle causing an unsafe or hazardous condition, or parked in spaces not authorized by Landlord may be towed.
2. No automobile or any other motor-driven vehicle or cycle may be brought onto the Premises unless such vehicle is insured for public liability and property damage, is operable, currently registered, free of leaking fluids, and in compliance with governmental noise limitations
3. If available, guest(s) may park in designated "Guest" parking areas only after management has granted permission.
4. Management may, at its sole discretion, at any time, reassign a different parking space. Resident must comply with management request of any changes to assignment of spaces
5. Termination - Management may terminate use of such parking space(s) if Resident, or a guest of Resident, violates its use by:
 1. Misuse the parking spaces for other than parking of passenger vehicle:
 - a. Space cannot be used for storage of any kind including recreation vehicles, boats, trailers, similar non-passenger vehicles, or non-operational vehicles.
 - b. Space can not be used for repairs vehicles at any time
 - c. Not keeping space free of oil and fluid leaks, and other safety hazards as a result of use of space
 - d. Parking of unregistered vehicles, vehicles expired license plates or vehicles with expired insurance
 - e. Inoperable, abandoned, or unauthorized vehicles will be towed away at owner's expense after a 24-hour notice is posted on the vehicle. The 24-hour notice does not apply to vehicles parked in a space assigned to another Resident, parked in a marked tow-away zone or fire lane, or parked to impede traffic or trash collection. Vehicles parked in this manner will be towed away immediately, at owner's expense, without warning.

Signature of Head of Household

Date

Signature of Other Adult

Date

Signature of Manager / Owner Agent

Initials

Date



*Fax from STUART CONSULTING
AFFORDABLE HOUSING CONSULTING SERVICES*

To:	Teri Villani City of Lancaster	From:	Carol Stuart
Fax:	661-723-6274	Pages:	15 pages (including cover page)
Subject:	Sample Lease Arborfields (Poppyfields)	Date:	May 4, 2014

● **Comments:**

Teri,

Attached is a copy of the sample lease for Poppyfields. Let me know if you have questions. Pet policy for reasonable accommodate is in Section 12.



LOW INCOME HOUSING TAX CREDIT LEASE

1. Parties and Dwelling Unit:

The parties to this Agreement are **Leaps and Bounds, LP**, referred to as the Landlord, and:

referred to as the Tenant. The Landlord leases to the Tenant(s) unit number, _____ located at **530 W Jackman Street, Lancaster, CA 93534** in the project known as **Arbor Fields Apartments**.

2. Length of Time (Term):

The initial term of this Agreement shall begin on _____ and end **6 Months** **12 Months** from begin date. After the initial term ends, the Agreement will continue for successive terms of one **month** each unless automatically terminated as permitted by paragraph 19 of this Agreement.

3. Rent:

The Tenant agrees to pay \$ _____ for the partial month ending on _____. After that, Tenant agrees to pay a rent of \$ _____ per month. This amount is due on the **1st** day of the month at **Arbor Fields Apartments, 530 W Jackman Street, Lancaster, CA 93534**.

The Tenant understands that this monthly rent is less than the market value for this unit. This lower rent is available because the unit is governed under regulations of the Low Income Housing Tax Credit Program under Section 42 of the Internal Revenue Tax Code. Multifamily Housing Program, and Regulations of the State of California, Department of Housing and Community Development HOME Investment Partnership Program (HOME), Title 25 of the California Code of Regulations, Section 9200, et. Seq. and the Federal Final Rule 24 CFR part 92. Copies of the Regulations and Final Rule for the HOME Program are available for inspection by you in the Arbor on Date Rental Office during normal business hours.

Rental Concession or other: _____

4. Charges for Late Payments and Returned Checks:

If the Tenant does not pay the full amount of the rent shown in paragraph 3 by the end of the 3rd day of the month, the Landlord may Collect a fee of \$75 on the 4th day of the month.

The Landlord may not terminate this Agreement for failure to pay late charges, but may terminate this Agreement for non-payment of rent, as explained in paragraph 19. The Landlord may collect a fee of **\$25.00** any additional 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.

5. Condition of Dwelling Unit and Appliances

By signing this Agreement, the Tenant acknowledges that the unit is safe, 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 Unit Inspection Report which is Attachment No. 2 to this 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 Unit Inspection Report. The following appliances have been

The following charts describe appliances installed in unit at time of initial occupancy. Tenant must keep appliances clean whether owner or tenant owned. Misuse or dirty appliances will be subject to owner discretion of replacement or repair should need occur and resident will be liable for all damages. Owner or its agent is not responsible for repairs or damages to Tenant owned appliances. The Tenant agrees that these charts accurately describe the appliances installed in unit at time of initial occupancy:

(1) Put "x" by any Appliance Tenant Owned	Type of Utility	(2) Put "x" by any Appliance Owner Owned
<input type="checkbox"/>	Refrigerator	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Stove	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Microwave	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Dishwasher	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Garbage Disposal	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Clothes Washer	<input type="checkbox"/>
<input type="checkbox"/>	Clothes Dryer	<input type="checkbox"/>



6. 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 in column (1). Payments should be made directly to the appropriate utility company. The items in column (2) are included in the Tenant's rent.

(1)	Type of Utility	(2)
Put "x" by any Utility Tenant pays		Put an "x" by any utility included in Tenant Rent
<input checked="" type="checkbox"/>	Heat - Electric	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Basic Electric	<input type="checkbox"/>
<input type="checkbox"/>	Cooking - Gas	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Water	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Water Heating - Gas	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Trash	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Central Air Conditioning	<input type="checkbox"/>
<input type="checkbox"/>		<input type="checkbox"/>

7. Security Deposits:

The Tenant has deposited \$ 500.00 with the Landlord. n/a remote(s) control(s) to gate/garage area have been issued to be returned in good working condition upon vacating unit. The Landlord will hold these deposit(s) 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.

- a. The Tenant will be eligible for a refund of the security Deposit only if the Tenant provided the Landlord with the 30-day written notice of intent to move required by paragraph 19, unless the Tenant was unable to give the notice for reasons beyond his/her control.
- 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. The Landlord will refund to the Tenant the amount of the security deposit less any amount needed to pay the cost of:
 - (1) unpaid rent;
 - (2) damages that are not due to normal wear and tear and are not listed on the Unit Inspection Report;
 - (3) charges for late payment of rent and returned checks, as described in paragraph 4; and
 - (4) charges for unreturned keys, as described in paragraph 8
- d. The Landlord agrees to refund the amount computed in paragraph 7c within 21 days after the Tenant has permanently moved out of the unit, returned possession of the unit to the Landlord, and given his/her new address 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. If the unit is rented by more than one person, the Tenants agree that they will work out the details of dividing any refund among themselves. The Landlord may pay the refund to any Tenant identified in Paragraph 1 of this Agreement.
- f. The Tenant understands that the Landlord will not count the Security Deposit towards the last month's rent or towards repair charges owed by the Tenant in accordance with paragraph 10.
- g. Remote control for gate/garage access will be refunded only if remote(s) are returned in good, working condition.

8. Keys and Locks:

The Tenant agrees not to install additional or different locks or gates on any doors or windows of the unit without the written permission of the Landlord. If the Landlord approves the Tenant's request to install such locks, the Tenant agrees to provide the Landlord with a key for each lock. When this Agreement ends, the Tenant agrees to return all keys to the dwelling unit to the Landlord. The Landlord may charge the Tenant \$15.00 for each key not returned.



9. Maintenance:

- a. The Landlord agrees to:
- (1) regularly clean all common areas of the project;
 - (2) maintain the common areas and facilities in a safe condition;
 - (3) arrange for collection and removal of trash and garbage;
 - (4) maintain all equipment and appliances in safe and working order;
 - (5) make necessary repairs with reasonable promptness;
 - (6) maintain exterior lighting in good working order;
 - (7) provide extermination services, as necessary; and
 - (8) maintain grounds and shrubs.
- b. The Tenant agrees to:
- (1) keep the unit clean;
 - (2) use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
 - (3) not litter the grounds or common areas of the project;
 - (4) not destroy, deface, damage or remove any part of the unit, common areas, or project grounds;
 - (5) give the Landlord prompt notice of any defects in the plumbing, fixtures, owner provided appliances, heating and cooling equipment or any other part of the unit or related facilities; and
 - (6) remove garbage and other waste from the unit in a clean and safe manner.

10. Damages:

Whenever damage is caused by carelessness, misuse, or neglect on the part of the Tenant, his/her family or visitors, the Tenant agrees to pay:

- a. the cost of all repairs and do so within 30 days after receipt of the Landlord's demand for the repair charges; and
- b. rent for the period the unit is damaged whether or not the unit is habitable.

11. Restrictions on Alterations:

No alteration, addition, or improvements shall be made in or to the premises without the prior consent of the Landlord in writing. The Landlord agrees to provide reasonable accommodation to an otherwise eligible tenant's disability, including making changes to rules, policies, or procedures, and making and paying for structural alterations to a unit or common areas. The Landlord is not required to provide accommodations that constitute a fundamental alteration to the Landlord's program or which would pose a substantial financial and administrative hardship. In addition, if a requested structural modification does pose a substantial financial and administrative hardship, the Landlord must then allow the tenant to make and pay for the modification in accordance with the Fair Housing Act.

12. General Restrictions:

The Tenant must live in the unit and the unit must be the Tenant's only place of residence. The Tenant shall use the premises only as a private dwelling for himself/herself and the individuals listed on the Tenant Income Certification. The Tenant agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of the Landlord. The Tenant agrees not to:

- a. sublet or assign the unit, or any part of the unit;
- b. use the unit for unlawful purposes;
- c. engage in or permit unlawful activities in the unit, in the common areas or on the project grounds;
- d. have pets or animals of any kind in the unit without the prior written permission of the Landlord, but the landlord will allow the tenant to keep an animal needed as a reasonable accommodation to the tenant's disability, and will allow animals to accompany visitors with disabilities who need such animals as an accommodation to their disabilities; or
- e. make or permit noises or acts that will disturb the rights or comfort of neighbors. The Tenant agrees to keep the volume of any radio, phonograph, television or musical instrument at a level, which will not disturb the neighbors.

13. Rules:

The Tenant agrees to obey the House Rules, which are Attachment No. 3 to this Agreement. The tenant agrees to obey additional rules established after the effective date of this Agreement if:

- a. the rules are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Tenants; and
- b. the Tenant receives written notice of the proposed rule at least 30 days before the rule is enforced.



14. Regularly Scheduled Recertifications

Within first year of residency anniversary of move in, and if required each year thereafter or as deemed necessary by the Low Income Housing Tax Credit Program under Section 42 of the Internal Revenue Tax Code, Multifamily Housing Program, and Regulations of the State of California, Department of Housing and Community Development HOME Investment Partnership Program (HOME), Title 25 of the California Code of Regulations, Section 9200, et. Seq. and the Federal Final Rule 24 CFR part 92, or other housing program regulated to this property, 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 by program to determine the Tenant's continuance of 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 and use the verified information to determine continued eligibility to housing program.

- a. If the Tenant does not submit the required recertification information by the date specified in the Landlord's request, the Landlord may terminate lease agreement
- b. The Tenant may request to meet with the Landlord to discuss any change in rent or eligibility 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 eligibility was determined

15. Size of Dwelling

The Tenant understands that the Landlord to assign units in accordance with the Landlord's written occupancy standards. These standards include consideration of unit size, relationship of family members, age and sex of family members and family preference. If the Tenant is or becomes eligible for a different size unit, and the required size unit becomes available, the Tenant agrees to move within 30 days after the Landlord notifies him/her that unit of the required size is available within the project.

16. Access by Landlord:

- a. The Landlord agrees to enter the unit only during reasonable hours, to provide reasonable advance notice of his/her intent to enter the unit, and to enter the unit only after receiving the Tenant's consent to do so, except when urgency situations make such notices impossible or except under paragraph (c) below.
- b. The Tenant consents in advance to the following entries into the unit:
 - (i) The tenant agrees to permit the Landlord, his/her agents or other persons, when authorized by the Landlord, to enter the unit for the purpose of making reasonable repairs and periodic inspections.
 - (ii) After the Tenant has given a notice of intent to move, the Tenant agrees to permit the Landlord to show the unit to prospective tenants during reasonable hours.
- c. If the Tenant moves before this Agreement ends, the Landlord may enter the unit to decorate, remodel, alter or otherwise prepare the unit for re-occupancy.

17. Discrimination Prohibited:

The Landlord agrees not to discriminate based upon race, color, religion, creed, National origin, sex, age, familial status, and disability.

18. Change in Rental Agreement:

The Landlord may change the terms and conditions of this Agreement. Any changes will become effective only at the end of the initial term or a successive term. The Landlord must notify the Tenant of any change and must offer the Tenant a new Agreement or an amendment to the existing Agreement. The Tenant must receive the notice at least 60 days before the proposed effective date of the change. The Tenant may accept the changed terms and conditions by signing the new Agreement or the amendment to the existing Agreement and returning it to the Landlord. The Tenant may reject the changed terms and conditions by giving the Landlord written notice that he/she intends to terminate the tenancy. The Tenant must give such notice at least 30 days before the proposed change will go into effect. If the Tenant does not accept the amended agreement, the Landlord may require the Tenant to move from the project, as provided in paragraph 19 .

19. Termination of Tenancy:

- a. To terminate this Agreement, the Tenant must give the Landlord 30-days written notice before moving from the unit. Terminations prior to end of lease term subject to Tenant owing remaining balance of rent calculated to end of lease term or unit re-rented whichever is sooner.
- b. Any termination of this Agreement by the Landlord must be carried out in accordance with State and local law, and the terms of this Agreement.



- c. The Landlord may terminate this Agreement for the following reasons:
- (1) the Tenant's material noncompliance with the terms of this Agreement;
 - (2) the Tenant's material failure to carry out obligations under any State Landlord and Tenant Act;
 - (3) drug related criminal activity engaged in on or near the premises, by any tenant, household member, or guest, and any such activity engaged in on the premises by any other person under the tenant's control;
 - (4) determination made by the Landlord that a household member is illegally using a drug;
 - (5) determination made by the Landlord that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
 - (6) criminal activity by a tenant, any member of the tenant's household, guest or another person under the tenant's control:
 - (a) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises);
 - (b) or that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;
 - (7) if the tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees or that in the case of the State of New Jersey is a high misdemeanor;
 - (8) if the tenant is violating a condition of probation or parole under Federal or State law;
 - (9) determination made by the Landlord that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
 - (10) if the Landlord determines that the tenant, any member of the tenant's household, a guest or another person under the tenant's control has engaged in the criminal activity, regardless of whether the tenant, any member of the tenant's household, a guest or another person under the tenant's control has been arrested or convicted for such activity
- d. The Landlord may terminate this Agreement for other good cause, which includes, but is not limited to, the Tenant's refusal to accept change to this agreement. Terminations for "other good cause" may only be effective as of the end of any initial or successive term.

The term material noncompliance with the lease includes: (1) one or more substantial violations of the lease; (2) repeated minor violations of the lease that (a) disrupt the livability of the project; (b) adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment to the leased premises and related project facilities; (c) interfere with the management of the project, or (d) have an adverse financial effect on the project (3) failure of the tenant to timely supply all required information on the income and composition, or eligibility factors, of the tenant household (including, but not limited to, failure to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies), and (4) Non-payment of rent or any other financial obligation due under the lease beyond any grace period permitted under State law. The payment of rent or any other financial obligation due under the lease after the due date but within the grace period permitted under State law constitutes a minor violation.

- e. If the Landlord proposes to terminate this Agreement, the Landlord agrees to give the Tenant written notice and the grounds for the proposed termination. If the Landlord is terminating this agreement for "other good cause," the termination notice must be mailed to the Tenant and hand-delivered to the dwelling unit at least 30 days before the date the Tenant will be required to move from the unit and in accordance with State law requirements. Notices of proposed termination for other reasons must be given in accordance with any time frames set forth in State and local law.
- f. If an eviction is initiated, the Landlord agrees to rely only upon those grounds cited in the termination notice required by paragraph e.



20. ATTORNEY'S FEES/WAIVER OF JURY TRIAL

If any legal action or proceeding is brought by either party to enforce any part of this agreement, the prevailing party shall recover, in addition to all other relief, reasonable costs and attorney's fees, whether or not the action proceeds to judgment. In no instance shall this provision limit the court from awarding additional sanctions pursuant to the Code of Civil Procedure or the California Rules of Court. Recognizing that jury trials are both time consuming and costly, lessor and lessee hereby waive their right to a trial by jury on any matter arising out of this agreement, or the use, or the occupancy of, the premises herein

21. Hazards:

The Tenant shall not undertake, or permit his/her family or guests to undertake, any hazardous acts or do anything that will increase the project's insurance premiums. Such action constitutes a material non-compliance. If the unit is damaged by fire, wind, or rain to the extent that the unit cannot be lived in and the damage is not caused or made worse by the Tenant, the Tenant will be responsible for rent only up to the date of the destruction. Additional rent will not accrue until the unit has been repaired to a livable condition.

22. Penalties for Submitting False Information:

Knowingly giving the Landlord false information regarding income or other factors considered in determining Tenant's eligibility and rent is a material noncompliance with the lease subject to termination of tenancy. In addition, the Tenant could become subject to penalties available under Federal law. Those penalties include fines up to \$10,000 and imprisonment for up to five years.

23. Contents of this Agreement

This Agreement and its Attachments make up the entire agreement between the Landlord and the Tenant regarding the unit. If any Court declares a particular provision of this Agreement to be invalid or illegal, all other terms of this Agreement will remain in effect and both the Landlord and the Tenant will continue to be bound by them.

24. Attachments to the Agreement:

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

- a. Attachment No. 1 - CTCAC Good Cause for Eviction Lease Rider
- b. Attachment No. 2 - Unit Inspection Report.
- c. Attachment No. 3 - House Rules (if any).

25. Signatures

TENANT

BY:

1. _____ / /

2. _____ / /

3. _____ / /

LANDLORD

BY:

1. _____ / /



Attachment No. 2 Move In Unit Inspection

Unit # _____

Living Room	Check if Okay / Good	Check if New At Move In	Notations:
Walls - Paint			
Carpet and Vinyl Floor			
Windows and Screens			
Verticals and Blinds			
Outlets and Switches			
Light Fixtures			
AC - Wall or Central			
Thermostat Control			
Dining Area	Check if Okay / Good	Check if New At Move In	Notations:
Walls - Paint			
Carpet and Vinyl Floor			
Windows and Screens			
Verticals and Blinds			
Outlets and Switches			
Light Fixtures			
Kitchen	Check if Okay / Good	Check if New At Move In	Notations:
Stove (note if resident owned)			
Serial / Make / Model:			
Refrigerator (note if resident owned)			
Serial / Make / Model:			
Vinyl Flooring			
Cabinets and Drawers			
Counter tops or Tile			
Venting and Filters			
Plumbing Fixtures			
Garbage Disposal			
Dishwasher			
GFI and Electrical			
Hallways	Check if Okay / Good	Check if New At Move In	Notations:
Closet / Cabinets			
Carpet and Vinyl Floor			
Light Fixtures			
Hand Rails			
Smoke Alarm (tested)			
Bedroom (s)	Check if Okay / Good	Check if New At Move In	Notations by Bedroom , if applicable:
Walls - Paint			
Carpet and Vinyl Floor			
Windows and Screens			
Verticals and Blinds			
Outlets and Switches			
Light Fixtures			
Closet Doors and track			
Smoke Alarm (tested)			



Attachment No. 2 Move In Unit Inspection (continued)

Bathroom	Check if Okay / Good	Check if New At Move In	Notations by Bathroom #, if applicable:
Walls - Paint			
Carpet and Vinyl Floor			
Toilet and Seat Cover			
Tub and Shower			
Tub and Sink Stopper Present			
Towel Bar and Toilet Paper Holder			
Outlets and Switches			
Light Fixtures			
Gfi and Electrical			
Vanity and Medicine Cabinet			
Patio / Doors and Locks / other	Check if Okay / Good	Check if New At Move In	Notations:
Patio			
Front / Entry Door (#of Keys Provided)			
Interior Doors			
Patio Door			
Water Closet			
Other			
Other			
Additional Comments or Notes (use back if needed):			

By signing below tenant and agent agree "The unit is decent, safe, sanitary condition", and in good repair. Resident (s) has 5 days from date of initial occupancy to report any deficiencies not noted on move-in inspection form. If cleaning or repair is required expect work to be completed within 30 days from effective date of lease, unless otherwise agreed upon by Resident(s) and Owner/agent.

Signature of Head of Household

Date

Signature of Other Adult

Date

Signature of Manager / Owner Agent

Date



Attachment 3 - House Rules

House rules are relating to the safety, care, and cleanliness of the building, safety and comfort of residents .

The Tenant agrees to obey the House Rules, which is Attachment No. 3 to the LOW INCOME HOUSING TAX CREDIT LEASE. The tenant agrees to obey additional rules established after the effective date of LOW INCOME HOUSING TAX CREDIT LEASE if the rules are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Tenants and the Tenant receives written notice of the proposed rule at least 30 days before the rule is enforced. Individuals with disabilities may request reasonable accommodations in all written notices given to applicants and tenants

Safety and care of the building

Guest rules:

1. The Tenant agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of the Landlord. Guest may not stay more than 14 consecutive days (or as federal, state, or local laws regulate) in any 6 month period. After 14 days individuals will be considered unauthorized and household will be subject to violation of LOW INCOME HOUSING TAX CREDIT LEASE, section 12, General Restrictions.
2. Guest(s) of resident(s), regardless of whether the tenant, any member of the tenant's household, a guest or another person under the tenant's control who disrupt the livability of the project; adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment to the leased premises and related project facilities, interfere with the management of the project, or have an adverse financial effect on the project is to subject to violation of LOW INCOME HOUSING TAX CREDIT LEASE, paragraph 12 and 19.
3. If the Landlord determines that the tenant, any member of the tenant's household, a guest or another person under the tenant's control has engaged in the criminal activity, regardless of whether the tenant, any member of the tenant's household, a guest or another person under the tenant's control has been arrested or convicted for such activity is to subject to violation of LOW INCOME HOUSING TAX CREDIT LEASE, paragraph 19
4. Criminal activity by a tenant, any member of the tenant's household, a guest or another person under the tenant's control:
 - a. that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises);
 - b. or that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises
 is to subject to violation of LOW INCOME HOUSING TAX CREDIT LEASE, paragraph 19
5. Drug related criminal activity engaged in on or near the premises, by any tenant, household member, or guest, and any such activity engaged in on the premises by any other person under the tenant's control LOW INCOME HOUSING TAX CREDIT LEASE, paragraph 19
6. Whenever damage is caused by carelessness, misuse, or neglect on the part of the Tenant, his/her family or visitors, the Tenant agrees to pay the cost of all repairs and do so within 30 days after receipt of the Landlord's demand for the repair charges; and rent for the period the unit is damaged whether or not the unit is habitable. For any such period, the Tenant agrees to pay the rent shown in paragraph 3 of the LOW INCOME HOUSING TAX CREDIT LEASE.

Locks and lost keys:

1. Keys and Locks - Refer to paragraph 8 of LOW INCOME HOUSING TAX CREDIT LEASE.
2. Lost keys, lock changes - per LOW INCOME HOUSING TAX CREDIT LEASE, paragraph 8, the Tenant agrees not to install additional or different locks or gates on any doors or windows of the unit without the written permission of the Landlord. If the Landlord approves the Tenant's request to install such locks, the Tenant agrees to provide the Landlord with a key for each lock. Tenant may contact and pay its own locksmith to install or change locks however failure to provide key for each lock will be subject to violation of LOW INCOME HOUSING TAX CREDIT LEASE paragraph 8.
3. Lock outs -Landlord does not provide lock out service. It is recommended tenant(s) contract a locksmith in the event of lock out.



Access to Unit or Common Areas

1. Refer to paragraph 8 and 16 of LOW INCOME HOUSING TAX CREDIT LEASE
2. Access to premises, mail boxes, laundry rooms, unit or common areas should only be given to guest(s) that tenant(s) is allowing to be its guest(s). Once access is provided by tenant that person(s) is its guest(s) and subject to all rules governing guest(s).

Security and/or Security systems

1. Landlord, owner or its agent has made no representations that the property neither is a "secure" complex, nor is the owner/agent responsible for any loss from theft, injury or damage from criminal or other activity. Owner/agent does not guarantee any implementation of cameras and/or communication system between front door/gate, security guards on premises, or other measures to monitor premise will be operative at all times. Information obtained from installed cameras, security guards, or other security measures, if requested by law enforcement will be provided to enforcement agency. Information can not be provided for personal use of Tenant(s).

Cleanliness of the building

Trash disposal / Littering

1. Trash may not, at any time, be kept outside of unit, on patios, in walkways, and/or doorways.
2. Trash must be disposed in designated trash bins located throughout property
3. Trash must be put inside trash bins, not left on ground, near or cause bin to overflow. Trash not disposed of properly will be subject to violation of LOW INCOME HOUSING TAX CREDIT LEASE paragraph 9.
4. Large items disposal - bins do not accommodate large items and should not be placed in bins. Tenant should arrange for pick up of large items from unit -not left on premise, by trash bins or common areas. Large items not disposed of properly will be subject to violation of LOW INCOME HOUSING TAX CREDIT LEASE paragraph 9
5. Tenant and its guest(s) are not to litter the grounds or common areas of the project - subject to violation of LOW INCOME HOUSING TAX CREDIT LEASE paragraph 9

Obstructions

1. Items shall not be shaken or hung outside any window, or on any ledge, railing, balcony or patio.
2. At all times hallways, doorways, window exits, patios/balconies, and any exit must be clear of any obstructions that may prevent an exit in an emergency.
3. Smoke detectors should not be covered or prevented from proper use
4. Over crowding, hording that cause obstructions are subject to violation of LOW INCOME HOUSING TAX CREDIT LEASE paragraph 9
5. Loose cord/wires that cause obstructions are subject to violation of LOW INCOME HOUSING TAX CREDIT LEASE paragraph 9

Unit Cleanliness

The Tenant agrees to keep unit clean.

1. **Tenant(s) must notify** give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the unit or related facilities. Not reporting of any defects subject to violation of LOW INCOME HOUSING TAX CREDIT LEASE paragraph 9.
2. Pest/rodent infestation as a result of housekeeping that damages unit or affect the neighboring units disrupting rights and peaceful enjoyment will be subject to violation of LOW INCOME HOUSING TAX CREDIT LEASE paragraph 9 and 10.
3. Carpets - Damages to carpets other than normal wear and tear that is caused by carelessness, misuse, or neglect is subject to violation of LOW INCOME HOUSING TAX CREDIT LEASE paragraph 9 and 10.
4. Walls - Damages to carpets other than normal wear and tear that is caused by carelessness, misuse, or neglect is subject to violation of LOW INCOME HOUSING TAX CREDIT LEASE paragraph 9 and 10.
5. Nicotine damages is caused by carelessness, misuse, or neglect is subject to violation of LOW INCOME HOUSING TAX CREDIT LEASE paragraph 9 and 10
6. Sewer: Stoppages within the unit caused by carelessness, misuse, or neglect is subject to violation of LOW INCOME HOUSING TAX CREDIT LEASE paragraph 9 and 10. Tenant(s) has the option to hiring and paying certified repair person to unclog stoppages.
7. Water: Tenant(s) must report all leaks or mold in unit. Damages caused from excessive water leaks or mold damage not reported, or water left running causing overflow damage are subject to violation of LOW INCOME HOUSING TAX CREDIT LEASE paragraph 9, 10, and 11 and 13.



Abandonment

Pursuant to Section 1951.3 of the Civil Code concerning the real property leased if the rent on the property has been due and unpaid for 14 consecutive days and the lesser/landlord believes that unit has abandoned the property: The real property will be deemed abandoned within the meaning of Section 1951.2 of the Civil Code and your lease will terminate not less than 15 days after notice is served personally or, if mailed, not less than 18 days after this notice is deposited in the mail) unless before such date the undersigned receives at the address indicated below a written notice from household stating both of the following: (1) Intent not to abandon the real property. (2) An address at which you may be served by certified mail in any action for unlawful detainer of the real property. **You are required to pay the rent due and unpaid on this real property as required by the lease, and your failure to do so can lead to a court proceeding against you.**

Extended absence

The Tenant must live in the unit and the unit must be the Tenant's only place of residence. If the Landlord determines that any member of tenant's household has established residency elsewhere household will be subject to violation of LOW INCOME HOUSING TAX CREDIT LEASE paragraph 12.

If Tenant(s) is to be absent from his/her residence more than 7 days, Tenant (s) shall notify management for purpose of unforeseen emergencies. For extenuating circumstances due to medical reasons management should be notified as to how long resident(s) expect to be absent from unit, again for purpose of unforeseen emergencies, and for purpose of annual or interim certifications requiring signatures.

VEHICLES AND PARKING:

Landlord reserves the right to control the method of parking, assign or change parking space as needed.

1. Tow Away - at Tenant(s) expense, any vehicle causing an unsafe or hazardous condition, or parked in spaces not authorized by Landlord may be towed.
2. No automobile or any other motor-driven vehicle or cycle may be brought onto the Premises unless such vehicle is insured for public liability and property damage, is operable, currently registered, free of leaking fluids, and in compliance with governmental noise limitations
3. If available, guest(s) may park in designated "Guest" parking areas only after management has granted permission.
4. Management may, at its sole discretion, at any time, reassign a different parking space. Resident must comply with management request of any changes to assignment of spaces
5. Termination - Management may terminate use of such parking space(s) if Resident, or a guest of Resident, violates its use by:
 1. Misuse the parking spaces for other than parking of passenger vehicle:
 - a. Space cannot be used for storage of any kind including recreation vehicles, boats, trailers, similar non-passenger vehicles, or non-operational vehicles.
 - b. Space can not be used for repairs vehicles at any time
 - c. Not keeping space free of oil and fluid leaks, and other safety hazards as a result of use of space
 - d. Parking of unregistered vehicles, vehicles expired license plates or vehicles with expired insurance
 - e. Inoperable, abandoned, or unauthorized vehicles will be towed away at owner's expense after a 24-hour notice is posted on the vehicle. The 24-hour notice does not apply to vehicles parked in a space assigned to another Resident, parked in a marked tow-away zone or fire lane, or parked to impede traffic or trash collection. Vehicles parked in this manner will be towed away immediately, at owner's expense, without warning.

Signature of Head of Household

Date

Signature of Other Adult

Date

Signature of Manager / Owner Agent

Date



RESIDENT NOTIFICATION LETTER

As a Resident of **Arbor Fields Apartments** (*name of property*), a development funded under the Low Income Housing Tax Credit program, you have certain rights stated in your lease and the Lease Rider attached. Your landlord must follow the federal and state rules for the Housing Tax Credit Program. One of the important protections provided by federal law is that you cannot be evicted from your home without a good reason, or "good cause".

Your landlord may not evict you without good cause. Good cause is generally serious or repeated violations of the terms of your lease. The landlord must state the good cause in any notice seeking to terminate your tenancy. If you contest the eviction, the landlord must then file a court action and prove the good cause to a judge.

Attached are a Notice and "Lease Rider" that outline the protections you can enforce. The attached Lease Rider should already be signed by your landlord. You and all members of your household aged 18 or older must also sign the Lease Rider and return it to your landlord by _____ (*date*).

The Lease Rider only needs to be signed at initial move-in. If at any time additional adult household members enter the unit or a child turns 18, they should sign the existing form with the current date. You may view the current Lease Rider Form at the following web site:

<http://www.treasurer.ca.gov/ctcac/compliance/leaserider>. If you do not have Internet access, you may call (916) 654-6340 and request a copy of the current form.

If you have any questions concerning this matter, please contact your Resident Manager at **Arbor Fields Apartments** or your landlord at 818-789-5550.

Sincerely,

	Arbor Fields Apartments	
Property Representative Name (print)	(Property Name)	Date

- Encl:
 (1) Lease Rider
 (2) Notice - Good Cause Eviction Protection



**LOW INCOME HOUSING TAX CREDIT LEASE RIDER
(to be attached to resident lease)**

Property Name: Arbor Fields Apartments Unit # _____

Household Name: _____

Dear Resident or Applicant:

The owner(s) of this property rents residential units under the federal Low-Income Housing Tax Credit Program (the "program") administered by the California Tax Credit Allocation Committee (TCAC). Under the program, the owner has agreed to rent some or all of the units in the property to low-income households and restrict the rents for those units. Another protection provided by federal law is that Low Income Tenants may not be evicted without good cause. The following Lease Rider is an important part of ensuring your rights to good cause for eviction.

The Lease or Rental Agreement dated _____ is hereby amended by adding the following provision:

Lease Rider: Good Cause for Eviction

Owner may not terminate the tenancy the Lease or rental agreement of a Low Income Tenant except for good cause, including a serious or repeated violation of the material terms and conditions of the Lease, or a violation of applicable Federal, State, or local law. To terminate the tenancy the Lease, Owner must provide written notice to the tenant of the grounds with sufficient specificity to enable the tenant to prepare a defense. The notice must be served at least three days before the termination of tenancy, and must comply with all requirements of California law and other applicable programs. Tenant has the right to enforce this requirement in state court, including presenting a defense to any eviction action brought by Owner.

To the extent that any terms contained in the Lease or rental agreement, or any other agreement between the owner and the tenant, contradict the terms of this Rider, the provisions of this Rider shall control.

By signing below, I indicate my consent to this Lease Rider:

Property Representative Name (print)	(signature)	Date
--------------------------------------	-------------	------

By signing below, I indicate my consent to this Lease Rider. I/we have been given a copy of this Lease Rider.

Resident or Applicant Name (print)	(signature)	Date
------------------------------------	-------------	------

Resident or Applicant Name (print)	(signature)	Date
------------------------------------	-------------	------

Resident or Applicant Name (print)	(signature)	Date
------------------------------------	-------------	------

Resident or Applicant Name (print)	(signature)	Date
------------------------------------	-------------	------



NOTICE - GOOD CAUSE EVICTION PROTECTION

As a resident in a "Housing Tax Credit Program" rental unit, you have a right to continue living in your rental unit unless you do something that gives your landlord "good cause" to evict you. This notice provides basic information about your rights.

Why are you being notified of your right against eviction without "good cause"?

The federal law that created the Housing Credit Program requires this protection. The California Tax Credit Allocation Committee requires your landlord to notify you and amend your lease. You and your landlord must also sign the "Lease Rider" to make this important resident protection part of your lease. This "Lease Rider" has already been signed by your landlord and should be attached to this notice for your signature.

What is "good cause" for your landlord to evict or to terminate your tenancy?

There is no specific list of "good causes" to evict residents. Rather, this matter has been left to the courts to decide and define. However, your landlord would have "good cause" if you commit a serious or repeated violation of the significant terms of your lease. Some examples of what might be considered good cause are failure to pay rent on time, failure to cooperate with legal recertification requirements, and engaging in illegal activity on the premises.

What if your lease does not yet include protection against being evicted without "good cause"?

Even if your lease does not state this protection, you have the right NOT to be evicted without "good cause." To strengthen this protection, you should immediately sign and return the "Lease Rider."

What procedures must the landlord follow to evict me?

Before you can be evicted, your landlord must give you a **written notice** of the reasons - the "good cause" - that is specific enough for you to present a defense if you wish. You do not have to move out after the notice if you believe there is no good cause. Whether you agree or disagree with the notice, you should never ignore it. If you choose to stay and contest the eviction, the landlord must file and serve you with a court action, called an "unlawful detainer". This court action must be based on the same good cause stated in the notice. You have the right to show why there is not good cause at a hearing in court. The judge will then decide whether the landlord has shown good cause. You only have to leave the premises if the court orders you to do so.

IMPORTANT! *If you receive an eviction notice or court papers, you should contact an attorney immediately for legal advice.*

Who should you contact if you have more questions?

Please contact your resident manager, local legal services office, local housing rights organization, or a private attorney.



Fax from STUART CONSULTING
AFFORDABLE HOUSING CONSULTING SERVICES

To:	Teri Villani City of Lancaster	From: Carol Stuart
Fax:	661-723-6274	Pages: 10 pages (including cover page)
Subject:	Sample Lease Cedar Creek	Date: May 4, 2014

● **Comments:**

Teri,

Attached is a copy of the sample lease for Cedar Creek. Let me know if you have questions. Pet policy for reasonable accommodate is in Section 9.

CEDAR CREEK APARTMENTS
Agreement to Rent or Lease HOME Affordable Unit

This Agreement is made and entered into between CEDAR CREEK APARTMENTS hereinafter "Owner" and (names and ages of all adult Residents and names and ages of children to reside on premises):

Resident _____ (Age) _____ Resident _____ (Age) _____

Resident _____ (Age) _____ Resident _____ (Age) _____

Here in after "Resident." The word Resident as used herein shall each include the singular as well as the plural. Subject to the terms and conditions below, Owner rents to Resident, and Residents rents from Owner, for residential purposes only, the premises known as Cedar Creek Apartments, 1530 West Avenue K-8, (Unit No.) _____ Lancaster, California, 93534.

Resident understands and agrees that this Agreement and Resident's occupancy of the premises are governed by the rules and regulations of the HOME Program (the "HOME Program Guidelines") administered by the City of Lancaster. If any terms of this Agreement are inconsistent or in conflict with the HOME Program Rules and Regulations, the HOME Program Rules and Regulations shall control. A copy of the HOME Final Rule, 24 CFR Part 92 is available for inspection in the Cedar Creek Rental Office during normal business hours.

Owner and Resident mutually agree as follows:

1. TERM. The term of the rental shall begin on _____, and shall continue as follows subject to the payment of rent for one (1) month and the security deposit (check one):

For the period of 12 months and days, thereafter expiring on _____ (the expiration date).
Renewal of the term shall be as described in Paragraph 22 of this Agreement (A Fixed Term Lease).

On a month-to-month basis, the residency terminable by Owner or Resident by giving of thirty (30) days written Notice to the other. (A Month-to-Month Rental Agreement).

2. RENT. Resident shall pay to Owner the Monthly rent of \$ _____ less a monthly utility Allowance of \$ _____ as determined from time to time in accordance with the HOME Program Guidelines administered by the City of Lancaster. The net amount of \$ _____ shall be paid to Owner in advance on or before the 1st day of each month without deduction or offset. On signing this Agreement Resident shall pay one full month's rent in the form of a cashier's check or money order only. The rent for the partial month's period shall be prorated on the basis of a thirty (30) day month and shall be paid on or before the next rental due date. It is expressly agreed by Owner and Resident that the maximum monthly rent to be charged to Resident and the monthly utility allowance credited to Resident by Owner shall not, in any event, exceed the amounts permitted by the HOME Program Guidelines, as administered by the City of Lancaster.

3. **SECURITY DEPOSIT.** On signing this Agreement, Resident shall pay to Owner the sum of \$325.00 as a deposit to secure Resident's performance of the agreements contained herein. No part of this deposit is to be considered as an advance payment of rent, including last month's rent, nor is it to be used or refunded prior to the leased premises being permanently and totally vacated by all Residents. After Resident has vacated the premises, Owner shall furnish Resident with an itemized written statement of the basis for, and the amount of, any of the security deposit retained by Owner. Owner may withhold only that portion of Resident's security deposit necessary 9a) to remedy any default by Resident in the payment of rent or any other provision of this Agreement, (b) to repair any damages to the premises, to include repainting, but exclusive of ordinary wear and tear, and (c) to remove trash and clean the premises to meet Owner's re-rental standards, as provided by law. The unused portion of this deposit shall be returned to Resident without interest, according to law.
4. **UTILITIES.** Resident shall pay for all utilities, services and charges, except water, sewer and trash.
5. **OCCUPANCY.** Resident agrees that the premises are to be used as a private residence for Resident listed herein, for a total of 1 adults and 0 child/children and by no other persons and for no other reason. Guests may not stay more than 14 consecutive days in any six-month period without the prior written consent of owner.
6. **LATE CHARGE/RETURNED CHECK.** Resident acknowledges that Owner will incur certain administrative costs in connection with late Rental payment, and that the amount of such administrative costs would be difficult or impracticable to ascertain. If Resident fails to pay the rent in full by the end of the 5th day after it is due, Resident shall pay a late charge of \$75.00 as additional rent. If owner elects to accept rent after the tenth (10th) day after it is due, payment in a form other than by personal check may be required. Owner does not waive the right to insist on payment of rent in full on the day that it is due. In the event Resident's check is dishonored by the bank, Resident shall pay a returned check charge of \$25 as additional rent. A late charge will be imposed if the returned check causes the rent to be late. Owner may require future payments to be in a form other than a personal check in the event of a returned check.
7. **ACCEPTANCE OF PREMISES.** Resident has inspected the premises, furnishings and equipment, and has found them to be satisfactory. All plumbing, heating and electrical systems are operative and deemed satisfactory.
8. **POSSESSION OF PREMISES.** In the event Owner is unable to deliver possession of the premises to Resident for any reason not within Owner's control, including, but not limited to failure of prior occupants to vacate as agreed or required by law, Owner shall not be liable to Resident except for the return of all sums previously paid to Owner in the event Resident chooses to terminate the Rental Agreement.

9. **PETS/WATER-FILLED FURNITURE.** The Resident agrees no animal, or pet shall be kept on or about the premises without the prior written consent of the Owner. The Owner will allow the resident to keep an animal/pet needed as a reasonable accommodation to the tenant's disability, and will allow animals to accompany visitors with disabilities who need such animals as an accommodation to their disabilities. In the case of an animal needed as a reasonable accommodation, an additional "pet deposit" cannot be collected. No water filled furniture shall be kept on or about the premises without the prior written consent of the owner.
10. **SECURITY.** Resident acknowledges that Owner has made no representation that the property is a "secure" complex, and that resident is safe from theft, injury or damage. Gates, fences and locks are provided primarily for the protection of Owner's property and are not a warranty of protection nor are they specifically provided for the protection of Resident or guest's person or property. Resident shall take appropriate measures to protect their own property and report to the Police any suspicious activities, persons or events occurring on or about the general premises.
11. **QUIET ENJOYMENT/USE.** All residents shall be entitled to quiet enjoyment of the premises. Residents shall not use the premises in such a way as to violate any law or ordinance, commit waste or nuisance, annoy, disturb, inconvenience or interfere with the quiet enjoyment of any other resident, including but not limited to having loud or late parties or playing loud music. Resident shall ensure that their guests also comply with this provision. Violations constitute a breach of the Agreement, and Owner may take legal action to terminate the Agreement and remove the Resident.
12. **JOINT AND SEVERAL LIABILITIES (CO-RESIDENTS).** If more than one Resident enters in this Agreement ("roommates"), the obligations are joint and several, each such Resident is individually, as well as jointly, liable for full performance of all agreed terms and payments of all sums required hereunder as long as any one of the Residents remains in full possession of the premises. Any breach or abandonment by any one or more of the Residents shall not terminate this Agreement nor shall it relieve the remaining Resident from fulfilling the terms of this Agreement. Should one or more of the Residents terminate their residency apart or separately from the other Resident, no right to have another person substituted in their stead shall exist.
13. **CARE AND MAINTENANCE.** Resident agrees to keep the premises clean, in good order and repair, and free of trash and unsightly material and to immediately notify Owner, in writing of any defects or dangerous conditions in or about the premises, particularly any water penetration. Resident shall reimburse Owner for the cost to repair damage by Resident through misuse or neglect including but not limited to plumbing stoppages. Except as provided by law, no repairs, decorating or alterations shall be done by the Resident without the Owner's prior written consent.
14. **RIGHT OF ENTRY.** Owner or Owner's agents shall have the right to enter the premises for purposes of performing inspections, to make necessary or agreed repairs, alterations or improvements, supplying agreed services, to exhibit the property to prospective residents, when the Resident has abandoned or surrendered the premises, in case of emergency, and pursuant to court or State law. Except in cases of emergency, Owner shall give Resident reasonable notice of intent to enter. Resident may be present,

Ceda. Week HOME Rental Agreement

however, such entry shall not be conditioned upon such presence, and Resident agrees to indemnify and hold Owner free and harmless for such entry.

15. VEHICLES AND PARKING. Owner reserves the right to control parking and to tow away, at Resident's expense, any vehicle causing an unsafe/hazardous condition or parked in unauthorized space. No automobile or other motor-driven vehicle or cycle may be brought onto the premises unless such vehicle complies with governmental noise limitations, is free of any leaking fluids, insured for public liability/property damage, operable and currently registered.
16. SUBLEASING/ASSIGNMENT. Resident shall not sublease any part of the premises or assign this Agreement without the prior written consent of Owner. Any such action, without prior written consent, is void.
17. PEST CONTROL. Upon demand by Owner, Residents shall temporarily vacate the premises for a reasonable period of time to allow pest or vermin control work to be done. Resident shall comply with all restrictions, forthwith, from pest controller, fumigator and/or exterminator regarding the preparation of the premises for the work, including the proper bagging and storage of food, perishables and medicine.
18. LIABILITY/DAMAGE RESPONSIBILITY. Resident agrees to hold Owner harmless from all claims of loss or damage to property and of injury or death to persons caused by the intentional acts or negligence of the Resident, his guest or invitees, or occurring on the premises rented for Resident's exclusive use. Resident expressly absolves Owner from any and all liability for any loss or damage to Resident's property or effects arising out of water leakage, or breaking pipes, or theft, or other cause beyond the reasonable control of Owner. This includes damage to Resident's or guest's vehicles while parked on the property. In the event that the premises are damaged by fire or other casualty, Owner shall have the option either to (1) repair such damage, this Agreement continuing in full force and effect, or (2) give notice to Resident terminating this Agreement. Owner shall not be required to repair or replace any property brought onto the property by Resident. Resident agrees to accept financial responsibility for any damage to the premises from fire, water or casualty caused by Resident's negligence. Resident is encouraged to carry a standard renter's policy or as an alternative, warrants that they will be financially responsible for losses not covered by Owner's fire and extended coverage insurance policy. In no event shall Resident be entitled to any compensation or damage due to any extra expense, annoyance or inconvenience for loss of use due to a casualty beyond the control of the Owner,
19. TERMINATION OF TENANCY. The Owner may not terminate the tenancy or refuse to renew the lease of a Resident of renal housing assisted with HOME funds except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing; or for other good cause. To terminate or refuse to renew tenancy, the Owner must serve written notice upon the Resident specifying the grounds for the action at least 30 days before termination of tenancy.
20. TERMINATION/CLEANING/REPAIRS. Upon termination of the tenancy, Resident shall leave the premises in a clean and orderly condition, free of trash and personal

Cedar Creek HOME Rental Agreement

property. If this is not done, resident expressly agrees that Owner shall perform all cleaning services, including carpet cleaning and/or repair, which may be required in Owner's discretion to restore the premises to Owner's standards for new occupancy. The costs incurred by Owner for such services shall be deducted from Resident's security deposit. If Owner is required to perform any repair or renovation as a result of Resident's decoration, modification or damage, regardless of the cause, the cost of such repair and/or renovation shall be deducted from Resident's security deposit. In the event the deposit is not sufficient to pay all the lawful expenses and charges at the termination of this residency, Resident shall immediately, upon written notice, pay Owner any additional sums necessary to pay all such charges in full.

21. **RULES AND REGULATIONS.** Resident acknowledges receipt of, and has read a copy of the Apartment Rules and Regulations, which are hereby incorporated into this Agreement by this reference. Owner may terminate this Agreement, as provided by law, if any of these Rules and Regulations is violated. Such Rules and Regulations may be amended from time to time upon given notice to Resident. If the property is located within a common interest development, Resident agrees to comply with and abide by the Declaration of Covenants, Conditions and Restrictions (CC&Rs) and Association Rules and Regulations. A copy of these documents (if applicable) is made a part of this Agreement. Resident shall comply with any valid order of the Association and shall pay to Owner any charge assessed by reason of Resident's breach.
22. **SMOKE DETECTION DEVICE.** The premises are equipped with a smoke detection device(s), and (a) Resident acknowledges the smoke detector(s) was tested and its operation explained by management, in the presence of Resident, at time of initial occupancy, and the detector(s) in the unit was working properly at the time, (b) Resident shall test the smoke detector(s) at least once a week to determine if the smoke detector(s) is operating properly, and immediately inform the Owner, in writing, of any malfunction.
23. **TERMINATION/HOLD OVER.** If this Agreement is on a month-to-month basis, at least thirty (30) days written notice must be given to Owner if Resident intends to vacate the premises. If this Agreement is a Fixed Term Lease, it shall automatically convert to a month-to-month basis upon the expiration date of the Fixed Term Lease. Either party may terminate the Fixed Term Lease on or after the expiration date by at least thirty (30) days written notice. In the absence of any written communication between the parties, the residency shall continue on a month-to-month basis including any changes, i.e., rent adjustments, having been made by Owner with proper written notice.
24. **DEFAULT.** In the event of a default by Resident, Owner may elect to (a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time terminate all of Resident's rights hereunder, and recover from Resident all damages he may incur by reason of the breach of the lease, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Resident proves could be reasonably avoided, and any other damages as provided by law. Pursuant to CC1785.26 Resident is hereby notified that a negative credit report reflecting on Resident's credit record may be submitted to a credit-reporting agency if Resident fails to fulfill the terms of this Rental

Ceda: ek HOME Rental Agreement

Agreement. All remedies provided herein are cumulative,

25. ARBITRATION OF PERSONAL INJURY DISPUTES, ANY DISPUTE BETWEEN THE PARTIES RELATING TO A CLAIM FOR PERSONAL INJURY, DIRECTLY OR INDIRECTLY RELATING TO, OR ARISING FROM, THE CONDITION OF THE LEASED PREMISES, OR THE APARTMENT COMMUNITY, SHALL BE RESOLVED SOLELY BY ARBITRATION CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION. Any such arbitration shall be held and conducted in the city in which the premises are located before these arbitrators, who shall be selected by mutual agreement of the parties. If agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrators shall be appointed by the presiding judge of the Superior Court of the county in which the arbitration is to be conducted. The provisions of the American Arbitration Association rules shall apply and govern such arbitration subject, however, to the following: (a) Any demand for arbitration shall be in writing and must be made within 180 days after the claim, dispute or other matter in question has arisen, in no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such a matter would be barred by the applicable statute of limitations, (b) The arbitrators' jurisdiction extends to all punitive damage claims and class actions; (c) Each party to bear their own respective fees and costs relative to the arbitration process, (d) All administrative fees and costs, including but not limited to the arbitrators' fees relative to the arbitration process shall be borne equally by both the Owner and Resident, and all such fees and costs must be advanced prior to the arbitration, (e) The decision of the arbitrators shall be final, and judgment may be entered on it in accordance with applicable law. Nothing in this section shall be deemed to limit the Owner's rights in the event of Resident's breach or default under this Agreement, including without limitation Owner's right to bring an action for Unlawful Detainer under the laws of the State of California.
26. ATTORNEYS' FEES/WAIVER OF JURY. If any legal action or proceeding is brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable costs and attorneys' fees, whether or not the action proceeds to judgment. If a legal action or proceeding is brought to enforce any of the obligations of this Agreement, the parties agree that the reasonable attorneys' fees to be awarded shall not exceed \$500.00 to the prevailing party in any action or proceeding. In no instance shall this provision limit the court from awarding additional sanctions pursuant to the Code of Civil Procedure or the California Rules of Court. RECOGNIZING THAT JURY TRIALS ARE BOTH TIME CONSUMING AND EXPENSIVE, OWNER AND RESIDENT HEREBY WAIVE THEIR RIGHT TO A TRIAL BY JURY ON ANY MATTER ARISING OUT OF THIS AGREEMENT, OR THE USE, OR THE OCCUPANCY OF THE PREMISES HEREIN.
27. The California Department of Justice, sheriff's departments, police departments serving jurisdiction of 200,000 or more and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (l) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about any individuals may be made. This is a "900" telephone service. Callers must have specific information about

individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

28. HOME PROGRAM GUIDELINES.

- Your eligibility to occupy this unit is based on information that you have provided to Owner regarding your age, household income and assets. Each year, you agree to provide updated information on a form we provide to you. You agree that all such information provided to us is true, complete and correct to the best of your knowledge. You further agree that your failure to provide such information, or your providing false or misleading information, may result in the termination of your occupancy of the premises pursuant to this Agreement and eviction. You agree that all information supplied by you shall be subject to review and verification by representatives responsible for the enforcement of the HOME Program Guidelines.
- Each year Owner will request you to report your income and assets of your household and to supply other information as may be required by the HOME Program Guidelines. You agree to provide accurate statements of this information and to do so by the date specified in the request from Owner. Owner will verify the information supplied by you and use the information to determine your eligibility under the HOME Program Guidelines. If you fail to comply with Owner's requests by the date specified, such failure to comply shall be a breach of this Agreement, and we will issue a thirty (30) days notice to vacate said premises. An annual inspection of your unit will be required.
- Owner shall charge no more than the maximum rent allowed by the HOME Program Guidelines and shall credit to you the monthly utility allowance (if any) required by the HOME Program Guidelines. We will adjust the maximum rent and the monthly utility allowance (if any) in accordance with the HOME Program Guidelines. Such adjustments may occur on a date other than the expiration of the Term and shall be noticed in accordance with applicable California law and the HOME Program Guidelines.
- You agree to report to Owner immediately any of the following changes:
 1. Any household member in or out of the unit
 2. An adult member of the household, who was reported as unemployed on the most recent certification or recertification, obtains employment
 3. Household income or assets increase
 4. A need for live-in care attendant
 5. Federal subsidized rental assistance

29. GENERAL. Each and every term, covenant and agreement herein contained shall be deemed a condition hereof. No oral agreements have been entered into, and this Agreement shall not be modified unless such modification is reduced to writing. Waiver of any breach of any term or condition of this agreement shall not constitute a waiver of subsequent breaches. The invalidity or partial invalidity of any provision of this Agreement shall not render the remainder of this Agreement invalid or unenforceable. Time is of the essence in this Agreement and each provision herein contained. Words used in the singular shall include the plural, and vice versa, where the context requires. The breach of any of the covenants or terms of this Agreement shall be deemed to be a material and total breach of this entire Agreement and shall give rise to all rights of termination. This Agreement shall be binding upon and shall inure to the benefit of the heirs, administrators, successors and assigns of all the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder.

IN SIGNING THIS AGREEMENT THE PARTIES HERETO INDICATE THAT THEY HAVE READ AND UNDERSTAND THIS ENTIRE AGREEMENT AND AGREE TO ALL THE TERMS, COVENANTS AND CONDITION STATED THEREIN
 RESIDENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT WITH ALL ADDENDA.

 Date Resident Date Resident

 Date Resident Date Resident

 Date Owner/Agent for the Owner

**CEDAR CREEK APARTMENTS
ADDENDUM TO AGREEMENT TO RENT OR LEASE
HOME PROGRAM AFFORDABLE UNIT**

The following additional provisions are incorporated in their entirety, in the Lease Agreement between Cedar Creek Apartments, hereinafter "Owner" and _____ hereinafter "Resident", for the Premises known as Cedar Creek Apartments, located at 1530 West Avenue K-8 Unit No. _____, Lancaster CA 93534. In case of any conflict between these and any other provisions of the Lease Agreement, these provisions shall prevail. The Resident agrees to and acknowledges the following:

The Resident agrees no animal, or pet shall be kept on or about the premises without the prior written consent of the Owner. The Owner will allow the resident to keep an animal/pet needed as a reasonable accommodation to the tenant's disability, and will allow animals to accompany visitors with disabilities who need such animals as an accommodation to their disabilities. In the case of an animal needed as a reasonable accommodation, an additional "pet deposit" cannot be collected.

RESIDENT

DATE

RESIDENT

DATE

OWNER/MANAGEMENT

DATE

Fax from STUART CONSULTING
AFFORDABLE HOUSING CONSULTING SERVICES

To:	Teri Villani City of Lancaster	From:	Carol Stuart
Fax:	661-723-6274	Pages:	13 pages (including cover page)
Subject:	Sample Lease Laurel Crest Apts	Date:	May 5, 2014

● **Comments:**

Teri,

Attached is a copy of the sample lease for Laurel Crest. Let me know if you have questions. Pet policy for reasonable accommodate is in Section 13.

LAUREL CREST APARTMENTS OCCUPANCY AGREEMENT

This Occupancy Agreement and the following rules and regulations are established to provide a peaceful living environment for all residents and to provide for a smooth relationship between residents and The John Stewart Company, authorized agent of the owners for the property hereinafter referred to as (the "Agent"). The occupancy agreement and its attachments (collectively, the "Agreement") are strictly enforced. In addition, changes to the Agreement may be recommended by the Agent and (Laurel Crest, L.P.), ("Owner"). Until this Agreement is modified or amended by notice specified in Paragraph 41 all terms and conditions remain in effect.

This Agreement is subject to the following terms, conditions, covenants and agreements.

This agreement is made this ____ day of __, ____, by and between the Agents, and _____ as occupant(s) (hereinafter referred to as "Occupant(s)") Agent rents to Occupant and Occupant rents from Agent the premises described as follows:

1. **Premises:** "A _____ bedroom dwelling unit as Unit No. ____ Or residence addresses **508 W. Ivesbrook St. Lancaster 93534**, together with fixtures, accessories and the following appliances and furniture: microwave, stove, refrigerator, dishwasher and window blinds. "The owner shall also pay **water, trash, gas and sewer. Resident pays their own electric.** (The "Premises") situated in Los Angeles County, State of California, on the following terms and conditions.

2. **Term:** The term hereof shall commence on _____, and ends on _____ which is not less than one year) until either party terminates the same by giving the other party thirty (30) days' written notice, provided that Agent shall not terminate Occupant hereunder except for cause, as set forth in paragraphs 4, 5, 6, 19, 20, 27, 28 & 29 below.

3. **Rent:** Monthly rent shall initially be \$_____per month. The monthly rent may be adjusted upon thirty (30) days' written notice to Occupant, except as otherwise permitted under paragraphs 4 and 5 of this Agreement. Any increase in rents for HOME-assisted units is subject to the provisions of the lease, and in any event, the owner must provide tenants of those units not less than 30 days prior written notice before implementing any increase in rents. 24 CF4 92.253 (f)(3). Monthly rent is payable in advance on the first day of each calendar month to the On-Site Manager's Office at **531 W Jackman St. Lancaster CA 93534**. On-Site Manager's Office is open Monday through Friday from (9:00 a.m. to 5:00 p.m. Rent payments can be made in the form of personal checks, cashier's checks or Money orders. No Cash payments are accepted. Checks and money orders must be made out payable to: **Laurel Crest Apartments**. No blank checks or money orders will be accepted.

The monthly rent is considered late if not received by the fifth (5th) day of the month. Occupant agrees to pay a late charge of fifty dollars (\$50.00) if the rent is not received by the fifth (5th) day of the month. This late charge does not establish a grace period. Agent and Occupant agree that this late charge is presumed to be the damages sustained because of Occupant's late payment of rent, and that it is impracticable or extremely difficult to fix the actual damages. On the fifth (5th) day of the month the monthly rent will be considered delinquent and Occupant shall be in breach of this Agreement. In the event of such a breach, Agent has the option to immediately terminate this Agreement, pursuant to paragraph 27 below. Money received will be charged first to all late fees and other charges, then to unpaid rent for past months and then for unpaid rent for the current month.

A service fee of twenty five dollars (\$25.00) will be charged for returned checks. Following the occasion of two checks being returned by the bank, Agent may serve thirty (30) days' written notice that all future monthly rent be paid by cashier's check or money order.

4. **Income Recertification and Recertifications:** It is expressly understood that as required by the regulators and funders, Agent will recertify Occupant's income and financial status on a periodic basis. Occupant shall comply with all reasonable requests made by Agent for information regarding Occupant's current income and financial status.

The Occupant agrees that his/her family income, family composition and other eligibility requirements are substantial and material conditions with respect to the amount of rent the Occupant will be obligated to pay and with respect to his/her continuing right of occupancy. The Occupant agrees to make a recertification of his/her income to Agent at least every year from the date of this Agreement. Providing false information can result in termination of the lease. The Occupant further agrees that the monthly rent is subject to adjustment by Agent to reflect income changes, which are disclosed on any of the Occupant's recertifications, as required by the regulatory agreements and other funding documents. Immediately upon making such adjustment, Agent agrees to give thirty days written notice to the Occupant stating the new amount the Occupant will be required to pay, which, until further notice shall then be the Occupant's monthly charge.

The Occupant agrees to pay to Agent any monthly rent, which should have been paid but for (a) Occupant's misrepresentation in his initial income certification or recertification, or in any other information furnished to Agent; or (b) Occupant's failure to supply income recertifications when required or to supply information requested by Agent. Failure to comply with recertification process will result in a material breach of this Agreement and grounds for immediate termination of this Agreement. Recertification information shall be subject to inspection by representatives for the HOME Partnership Investment Program.

5. **Full Time Student:** Section 42 of the Internal Revenue Code governing the Tax Credit Regulations that apply to **LAUREL CREST APARTMENTS** (the "Premises"), includes regulations relating to Full-time students. If Occupant becomes a full-time student, Occupants must notify agent immediately. Under certain conditions, a Full-time Student may not be eligible to reside in the premises. If it is determined that the Occupant no longer qualifies for a Program-qualified Unit, Agent may terminate Occupancy Agreement with a 30-day notice to vacate.
6. **Eligibility Income:** The Occupant's initial income must not exceed 80 % percent of median income for a household of similar composition in Los Angeles County as determined by HUD's annually published income data. If after occupancy, Agent determines, that Occupant's current income exceeds the preceding limit, then, beginning the first day of the month following recertification, the monthly charge due from occupant to Agent, may increase to a rate tied to Occupant's higher income level or to market rate rent.

7. **No Equity Interest:** Occupant confirms that he/she has no equity interest in the Premises and that his/her right under this Agreement shall be subordinate to the right of the holder or holders of any mortgage financing encumbering such property.

8. Damage and Security Deposit:

- (a) Occupant has deposited with Agent the sum of \$___ as a security deposit for full performance and observance of each of the provisions in this Agreement. Such security deposit does not exceed two times the monthly rent (for unfurnished units).
- (b) At the end of the term of this Agreement, or any extension hereof, the security deposit shall be returned to Occupant, less reasonable expenses incurred by Agent, including, without limitation:
1. the cleaning of the premises upon termination of tenancy, reasonable wear and tear excepted;
 2. the repair of any damages to the premises, reasonable wear and tear excepted;
 3. the compensation of Agent for Occupant's default in the payment of monthly rent.

The balance of all security deposits shall be refunded within twenty-one (21) days of the date the Premises are vacated by the Occupant, together with a statement showing any charges made against such deposits by Agent.

- (c) Should Agent's damages in the event of a default exceed the security deposit, the security deposit shall not constitute a measure of Agent's damages, and Occupant shall be responsible for the total amount of the damage.
- (d) THE OCCUPANT SHALL NOT HAVE THE RIGHT TO APPLY THE SECURITY DEPOSIT IN PAYMENT OF THE LAST MONTH'S MONTHLY RENT OR IN PAYMENT FOR DAMAGES CAUSED BY OCCUPANT OR HIS/HER GUESTS DURING THE TERM OF THIS OCCUPANCY AGREEMENT. Occupant shall not be entitled to interest on the security deposit. Occupant's security deposit shall be used only for repairs allowable under section 1950.5 of the California Civil Code.
9. Multiple Occupancy: It is expressly understood that this Agreement is between Agent and each signatory individually and severally. All adults 18 years and older shall be signatories to the lease. In the event of default by any one signatory, each and every remaining signatory shall be responsible for timely payment of entire monthly fee and observance of all other provisions of this Agreement.
10. Use: The premises shall be used as a residence by the undersigned Occupants with 1 adult(s) and 2 children and for no other purpose, without the prior written consent of Agent. The Occupant covenants and agrees that the dwelling unit covered by this Agreement shall be occupied only by the following persons: (NEXT PAGE)

Name	Age	Date of Birth (mm/dd/yy)	x	Relationship

a. Minimum and maximum number of people who may occupy the unit:

UNIT SIZE	MINIMUM	MAXIMUM
2 Bedroom	2	5
3 Bedroom	4	7

Anyone other than those persons named above who desire to live in the unit, including new family members by marriage must apply and qualify through the resident selection process prior to occupancy. New occupants shall not move in without Agent's prior written consent. If household size decreases to below the minimum, or above the maximum, number of people allowed in the unit pursuant to this paragraph, Occupant will be required to transfer to the next available unit for which they qualify based upon their household size, or move out.

11. Guests: Occupants must receive written approval from Agent for guests staying over three (3) consecutive days within a thirty (30) day period. Accumulated guests stays may not exceed fourteen (14) days within a calendar year. Occupancy by guests including family members not authorized by this agreement staying over three (3) consecutive days within any thirty day period, or who exceeds fourteen (14) accumulated days within a year without such approval, will be considered a material breach of this Agreement and will be subject to eviction.

Read and agreed to by Occupant:

_____ Initials

12. Indemnification of Agent: Occupant agrees to indemnify and hold harmless Owner and/or Agent, Agent's employees or directors for any and all claims, causes of action, damages and liability, costs and expenses (including reasonable attorneys' fees) including, but not limited to, those related to personal injuries or property damage, arising from the negligent willful or intentional conduct of Occupant, Occupant's children, guests, before termination of this Agreement. This indemnification does not waive Agent's duty of care to prevent personal injury or property damage when that duty is imposed by law.

13. Pets: No animals are allowed in the premises, with the exception of assistance or support animals or as allowed in the Pet Policy. Occupants with allowable pets agree to abide by the attached Pet Policy, and agree to sign and abide by the regulations as stated in the Pet Agreement.

Read and agreed to by Occupant: _____

Initials

14. Waterbeds: Waterbeds are permitted if Occupant meets insurance and security deposit requirements contained in California Civil Code Section 1940.5.
15. Utilities: Agent shall pay all charges for water, garbage, and common area utilities. Occupant shall be responsible for telephone, cable and all other services and utilities supplied to the Occupant's unit. The lease may be terminated if the utilities are discontinued due to non-payment.
16. Keys: Agent shall provide Occupant with an entry key. Occupant shall pay a \$5.00 replacement charge per key for any lost entry key and \$20.00 replacement charge for any lost common area key. In the case where the Occupant has locked themselves out of their apartment, the Occupant will be responsible for the cost to gain re-entry to the unit.
17. Driveway Gate operation device: Agent shall provide Occupant with one gate operator per household, if applicable. If an additional device is required, Occupant will pay a refundable \$25.00 deposit. If the gate operator is lost, a \$25.00 fee will be charged to the resident for replacement.
18. Locks: Only Agent may install or change locks to dwelling unit. Locks will be re-keyed upon change of occupant or at Occupant's request and payment.
19. Accuracy of Information: It is expressly understood that Agent has entered into this Agreement on the basis of information provided by Occupant regarding Occupant's income and financial status. If any material information provided by Occupant was or is inaccurate, such fact may represent an incurable breach of a condition of this Agreement, and Agent may, at its option, terminate all rights of Occupant hereunder.
20. Prohibited Uses: Occupant shall not keep anything on the premises that will in any way increase the existing rates of fire or other insurance premiums upon the premises, or cause a cancellation of any insurance policy covering the premises. Upon thirty (30) days' notice from Agent, Occupant will comply with any requirements of Agent's insurer at Occupant's own expense. Occupant shall not use the premises in a manner that conflicts with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted. Occupant shall not use the premises for home occupation or business without the Agent's prior written consent. Other provisions as stated in the property house rules. Violation of any of these provisions will be considered a material breach of this Agreement.
21. Liens: Occupant shall keep the premises and the property in which the premises are situated free from any liens arising from any work performed, materials furnished, or obligations incurred by Occupant.
22. Assignment and Subletting: Occupant shall not assign, transfer, mortgage, pledge, hypothecate, or encumber this Agreement, and shall not sublet the premises or allow any other person to occupy or use the premises except as provided in paragraph 9. Any assignment or subletting of the premises by Occupant shall be grounds for Agent's immediate termination of this Agreement. No interest of occupant in this Agreement shall be assignable.
23. Habitability: Agent hereby agrees to provide premises to Occupant in habitable condition.

24. Maintenance:

- (a) Agent shall maintain the exterior of the Premises, equipment and appliances provided by Agent, and the building and grounds around the dwelling unit in a decent, functional, safe, and sanitary condition and shall comply with all state and local laws, regulations, and ordinances concerning the condition of all dwelling units, appliances and grounds.
- (b) Occupant's duty includes:
1. Keeping the premises and such other areas as may be assigned for his/her exclusive use in a decent, clean, sanitary and safe condition, and the inside of premises maintained according to acceptable housekeeping standards.
 2. Properly disposing of garbage and other waste in a clean and sanitary manner;
 3. Properly using and operating all electrical, gas and plumbing fixtures and keeping them as clean and sanitary as possible;
 4. Not permitting any person to willfully or carelessly destroy, deface, impair or remove any part of the structure or dwelling unit, equipment, or parts of the equipment;
 5. Using the premises only for the purposes which they are rented (to occupy the premises as a place for living, sleeping, cooking, etc.); and
 6. Keeping the premises and all fixtures, accessories and appliances in a clean, sanitary and safe condition. If Occupant or guests of Occupant cause or permit damage to the premises, Occupant will be liable for the cost to repair the damage.
 7. Parking, and causing guests to park, only in assigned parking areas, and not to park in common driveways or lawn areas, and not blocking access to other residents' or emergency vehicles, and not parking under carports, tall trucks or other vehicles which are too tall for carports.
 8. Refraining from illegal or other activity, which impairs the physical or social environment of the premises. Occupant shall not engage in or permit unlawful activities in the premises, common areas or on the grounds.
 9. Ensuring that persons who are on the premises with Occupant's consent conduct themselves in a manner which will not disturb other Occupants' peaceful enjoyment of their accommodations and that behavior of Occupant's guest is conducive to maintaining the development in a decent, safe, and sanitary condition. Any activity by Occupant or his/her guests that results in the police being called to the premises shall be treated as a material breach of Occupant's duty not to disturb his/her neighbor's peaceful enjoyment of their accommodations under this Agreement. This shall not be construed to penalize any Occupants who call the police for their own protection, safety or to report a crime.

- (c) Agent and Occupant have jointly inspected the premises and noted the condition of the premises and of all fixtures and appliances. Occupant acknowledges that the premises are in good order and repair, unless otherwise indicated in the move-in inspection report. The move-in inspection report shall be attached and made a part of this Agreement. Occupant shall, at his/her own expense and at all times, maintain the premises in a clean and sanitary manner, including all equipment, appliances, and furnishing therein, and shall surrender the same at termination of this Agreement in as good working order, condition and repair as when received, normal wear and tear excepted, and free of all Occupant's personal property, trash and debris.
- (d) Occupant must promptly notify management of the need for repairs to the premises and of any known unsafe conditions in the common areas and grounds of the property which may lead to damage or injury

25. Occupant Repairs and Alterations: Occupant shall not paper, paint, or otherwise repair, redecorate or make alterations to the Premises without the prior written consent of Agent. Occupant agrees not to install washing machines, dryers, fans, heaters, or air conditioners in the unit, place any aerials, antennas, satellite dishes, or other electrical connections on the unit, attach or place fixtures, signs, or fences on the unit, change or remove any part of the appliances, fixtures or equipment in the unit. If altered, it will be the Occupant's responsibility to return the premises to its original state prior to the alteration upon vacating. If Occupant makes alterations to the premises that violate a governmental law, regulation or requirement of Agent's insurer, Occupant will pay to make the changes needed to bring the condition up to such standards.

26. Entry by Agent:

- (a) For the purpose of assuring uniformity in living standards and well-maintained units, the parties agree that with a minimum of five days written notice, management, HOME recipient and HCD will have the right to enter the dwelling unit four times a year for quarterly physical inspections for the purpose of identifying, making and scheduling required repairs and improvements to the premises and to test equipment and appliances.

Read and agreed to by Occupant: _____
Initials

- (b) With 24-hours written Notice, Agent, or its authorized agent, shall have the right to enter the dwelling unit to:
 1. Make necessary or agreed upon repairs, decorations, alterations or improvements,
 2. Supply necessary or agreed upon service,
 3. Show the premises to prospective occupants or repair workers.
 4. Perform contracted pest control services; and

Such entries shall be during normal business hours unless occupant agrees to another time.

- (c) Agent or Agent's authorized agent may enter the Premises as a result of a court order or when a tenant has abandoned the premises.

- (d) In the event of any emergency, Agent or Agent's authorized agent shall have the right of immediate entry to the premises. Within two (2) days after such entry, Agent's Agent shall notify the Occupant in writing of the date, time, and purpose of such entry.

27. Rules and Regulations: Occupant is responsible for being aware of and abiding by all rules and regulations promulgated by Agent, including this Occupancy Agreement, House Rules, and all other Addendum to this Agreement.

Read and agreed to by Occupant:

Initials

28. Material Breach by Occupant:

- (a) In the event of any material breach by Occupant in performing the obligations under this Occupancy Agreement, in addition to any other remedies available to Agent, Agent shall have the option of terminating this Agreement and all rights of Occupant by giving written notice, under the procedures outlined in Section 1161 and Section 1162 of California Code of Civil Procedure, of such intention to terminate. The notice to cure or quit shall state the specific reason for terminating this Agreement

(b) A material breach shall include, but not be limited to, the following:

1. Any failure by Occupant to pay the monthly rent by the fifth (5th) day of the month, or failure to make any other payment required to be made by Occupant hereunder;
2. The abandonment or vacating of the Premises by Occupant, without notice pursuant to paragraph 2;
3. Any failure by Occupant to observe or perform provisions of this Agreement and its attachments, and also including, but not limited to, actions affecting the health, safety, and quiet enjoyment of others;
4. The lease may be terminated if there is criminal activity by a member of the household in the unit or elsewhere on the property.

29. Eviction for violation of lease, law or good cause: An owner may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State or local law; for completion of the tenancy period for transitional housing; or for other good cause. To terminate or refuse to renew tenancy, the owner must serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination of tenancy. 24 CFR 253(c).

30. Abandonment: In the event that the Occupant voluntarily gives up the premises without giving prior notice to Agent, the Occupant is said to have abandoned the premises. To establish abandonment, the following criteria must be met:

- (a) The monthly rent is due and has not been paid for fourteen (14) consecutive days;
- (b) Agent has reasonable belief that the Occupant has abandoned the property;
- (c) Proper notice, as described in paragraph 37 of this Agreement, of the belief of abandonment

was delivered to the Occupant; and

- (d) The Occupant failed to respond to the notice of belief of abandonment within the time period stated in that notice, or failed to reply to the notice indicating intent of abandonment.
- 31. Treble Damages for Willful Holding Over: If Occupant willfully and maliciously remains in possession of the premises after expiration or termination of the tenancy, Agent may recover three (3) times the amount of any damages and rent due as punitive damages.
- 32. Personal Property Remaining on Premises: After Occupant vacates the Premises, either by (a) expiration of this tenancy, (b) termination of the tenancy pursuant to notice as stated in paragraphs 2, 17, 26 & 27 of this Agreement, or (c) abandonment or surrender, Agent may re-enter and take possession of the premises and store Occupant's personal property for a period of thirty (30) days from the date of repossession. Occupant is responsible for all reasonable costs of storing such personal property. The property will be released to Occupant or its rightful owner only after Occupant or rightful owner pays to Agent the reasonable costs of storage within the time required by law. If Occupant fails to pick up said personal property, Agent may dispose of any or all such personal property in any manner permitted by law.
- 33. Damages to Premises: In the event the premises are damaged by fire or other casualty, Agent shall have the option either to repair damage to restore the premises, this Agreement continuing in full force and effect, or to give notice to Occupant at any time within ten (10) days after such damage terminating this Agreement as of a date to be specified in such notice. In the event of the giving of such notice to terminate, this Agreement shall expire and all interest of the Occupant in the premises shall terminate. Agent shall not be required to repair any damage by fire or other cause, or to make any repairs of any property installed in the premises by Occupant or to replace the Occupant's effects. The Occupant shall also have the right to terminate this agreement within ten (10) days after such damage.

Damage resulting to the premises arising out of willful intent or negligence on the part of the Occupant will be treated as a material breach of this Agreement.

- 34. Insurance: OCCUPANT IS RESPONSIBLE TO INSURE OCCUPANT'S PROPERTY AND TO SAFEGUARD IT AGAINST PERSONAL LOSS. AGENT DOES NOT INSURE PERSONAL OR BUSINESS PROPERTY OF RESIDENTS. THIS INCLUDES DAMAGE FROM THE INDOOR FIRE SPRINKLERS SHOULD THEY BE SET OFF.

Read and Agreed to by Occupant:

Initials

- 35. Smoke Detector: The Premises shall be equipped with a smoke detector(s). The detector(s) was (were) tested and working properly at the time of initial occupancy. The operation of the detector(s) was explained to the Occupant. The Occupant will report, in writing, any malfunction of the detector(s) to Agent. In addition, the smoke detector(s) will be inspected as part of the quarterly inspections of the unit by the management agent as specified in paragraph 24. Occupant agrees not to tamper with smoke alarm in any way.

36. Waiver: The waiver by management of, or the breach by Occupant, of any term, covenant or condition herein contained shall not be deemed to be a waiver or any subsequent breach of the same, or any other term, covenant or condition herein contained. If any portion of this Agreement is invalid by reason of law or government regulation, or if any provisions are waived by Agent, the remaining portions of this Agreement shall remain in full force.

37. Entire Agreement: This Agreement, including its Attachments, which are made an integral part of this Agreement, constitutes the entire Agreement between the parties and supersedes any oral or written representation or agreements that may have been made by either party, and cannot be modified or amended except by written agreement, as provided in Paragraphs 39 & 41.

38. Successors and Assigns: The covenants and conditions contained in this Agreement shall apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties to this Agreement.

39. Notices:

(a) All notices provided by this Agreement shall be in writing and shall be given to the other party as follows:

To Occupant: At Premises
To Agent: At On-site Manager's Office

(b) Any notice shall be deemed to have been duly given, and any demand by Agent upon the resident shall be deemed to have been duly made if the same is hand-delivered at the dwelling unit of the resident, or delivered to the resident's last known address, or if delivered via certified mail through the United States Postal Service addressed to the Occupant at his/her last known address.

(c) Any notice shall be deemed to have been duly given, and any demand by the Occupant upon Agent shall be deemed to have been duly made if the same is hand-delivered to the on-site Manager's Office of Agent at _____ or if deposited by certified mail in the United States Mail addressed to the principal office of Agent, or such other address as Agent may specify by notice to the Occupant.

40. Disputes: Management has adopted a procedure for the resolution of disputes arising out of this lease or occupancy of the premises. The procedure establishes Occupant's right to a hearing on grievances related to occupancy and appeal of any of management's decisions regarding occupancy, including notices of termination and eviction. By initialing as provided, Occupant acknowledges receipt of such procedure upon occupancy.

Read and agreed to by Occupant: _____
Initials

41. Amendments: The terms of this Agreement and attachments shall only be amended or revised by written memorandum between Occupant and Agent, after thirty (30) days notice in writing, and said memorandum shall become a part of the original Agreement and shall operate with the same force and effect as the original Agreement, references, and attachments.

- 42. Miscellaneous: If the Occupant should have any questions or concerns regarding repairs, monthly rent, occupancy documents, etc., the occupant is to contact management at **(661) 948-3422**. If there is no response at this number, you may call the 24-hour emergency number at **(213) 833-1860**. This number also serves as an emergency number, staffed by an answering service during non-business hours.
- 43. This Agreement is governed by the laws of the State of California, Department of Housing and Community Development, HOME Investment Partnership Program (HOME Program), Title 25 of the California Code of Regulations, Section 9200, et.Seq. and the Federal Final Rule 24 CFR Part 92 (Rule),” and any question arising hereunder shall be determined according to such laws. This Agreement is also subject to federal and state laws and regulations governing the sources of funding for the development (including Section 42 of the Internal Revenue Service code as well as other Regulatory Agreements) of Sample Apartments(the premises). Any revision or change of interpretation of these rules or regulations may require a revision to this Agreement. If the terms of this agreement are inconsistent or in conflict with Regulations applicable to the premises, then the Regulations shall control.
- 44. Additional Lease Provisions: Additional provisions are incorporated in and attached to this Occupancy Agreement as Attachments. By initialing here, you acknowledge that you have received these Attachments and that the Attachments are incorporated in, and are a part of, this Occupancy Agreement, and that violations of the aforementioned Attachments will constitute a breach of this Agreement and could result in termination of Occupancy.

Do not initial if you did not receive the described Attachment.

Attachment No. 1 – House rules

Initials

Attachment No. 2– Security Deposit Agreement

Initials

Attachment No. 3– Parking Agreement

Initials

Attachment No. 4– Maintenance Charges

Initials

Attachment No. 5 –Non-Discrimination Addendum

Initials

Attachment No. 6- Mandatory Tax Credit Lease Rider

Initials

Attachment No. 7 - Move-In Unit Inspection

Initials

Attachment No. 8- MHP guidelines

Initials

The undersigned Occupant(s) acknowledge(s) having read and understood the foregoing, and the receipt of a duplicate original.

Occupant Signature

Date

Occupant Signature

Date

Occupant Signature

Date

By: _____

The John Stewart Company, Agent

Date

