

## MODEL LEASE AGREEMENT

THIS LEASE AGREEMENT, made and enter into this the	<u>Day Effective</u>	<u>Month Effective</u> <u>Year Effective</u>
by and between		
<b>LANDLORD'S NAME</b>	(OWNER) and	
<b>TENANT'S NAME</b>	(TENANT)	
for the CONTRACT unit located at:	<b><u>PROPERTY ADDRESS</u></b>	

THE FAMILY authorized to live in the unit consists of the following members:

(1.)	<b>HOH'S NAME</b>
(2.)	<b>FAMILY MEMBER'S NAMES LISTED</b>
(3.)	
(4.)	
(5.)	
(6.)	
(7.)	
(8.)	
(9.)	
(10.)	

### 1. TERM OF THE LEASE

A. Initial term of lease. (Enter first and last date of initial item. The initial term must be for at least one year).

The initial term begins on: **START DATE**

The initial term end on : **END DATE**

B. Renewal Term

This lease shall automatically renew after the initial term of the lease. The renewal term shall be (select term):

<b>X</b>	Month to Month; or
	Year to Year; or

C. This lease terminates if any of the following occurs:

- The Housing Assistance Payment ("HAP") contract terminates; or
- The Housing Authority ("HA") terminates program assistance for the family; or
- The Owner terminates the lease; or
- The Tenant terminates the lease; or
- The Owner and the Tenant agree to terminate the lease.

### 2. DEFINITIONS

**Housing Choice Voucher ("HCV") Program** - The program formerly referred to as "Section 8". Through the program, HUD provides funds to a HA for rent subsidy on behalf of an eligible family. The Tenant under this lease will be assisted with rent subsidy under the HCV program.

**Housing Assistance Payment ("HAP") Contract**- The HAP contract is between HACW and the Owner of the contract unit. HACW pays the HAP to the Owner in accordance with the HAP contract.

**Contract Rent** -The total monthly rent payable to the Owner for the contract unit. The contract rent is the sum of the Tenant's rent plus the HAP to the Owner.

**Tenant's Rent**- HACW determines the amount the Tenant pays to the Owner. Tenants will not pay additional "rent" to the Owner and rent increases must be approved by PHA.

**Other Payments to the Owner**- Tenants may pay Owners for water usage and security deposits, if required. These payments however are to be recorded on a separate receipt.

Contract Unit-The housing unit, approved by HACW for subsidy to be paid by an approved participant.

Family/Tenant- The persons who may reside in the unit with assistance under the program.

HACW – Housing Authority of the County of Warren

HQS- Housing Quality Standards-The HUD minimum quality standard for housing assisted under the HCV Tenant-based program, however, HACW may also use the minimum city code standards for residential housing.

HUD- The United States Department of Housing and Urban Development.

Owner- To be used interchangeably with the term “landlord”.

Premises- The unit, building or complex in which the contract unit is located, including any common area or grounds.

### 3. LEASE AGREEMENT

This is the lease between the Tenant and the Owner.

The Tenant is a participant in the HCV program. The Tenant is the family member who leases the contract unit from the Owner.

The Owner will enter into a HAP contract with HACW under the HCV program. The purpose of the HAP contract is to assist the Tenant to lease this dwelling unit from the Owner for occupancy by the family with the Tenant-based assistance under the HCV program.

### 4. RENT

The total rent due each month is **\$ CONTRACT AMT.** Of that total, the Tenant will pay a portion and the HCV program will pay a portion as set forth in 4 (a) and 4 (b).

- (a) Contract Rent- The amount of the Contract Rent shall be determined by HACW in accordance with HUD requirements. The Contract Rent for the Contract Unit shall be **\$ CONTRACT AMT.** per month.
- (b) Tenant Rent- The amount of the Tenant rent shall be determined by HACW in accordance with HUD requirement. The amount of the Tenant rent is subject to change by PHA during the term of the lease. Any changes in the amount of the Tenant rent will be effective on the date stated in a notice from HACW to the family and the Owner. Initially and until such change, the Tenant agrees to **\$ TENANT RENT per** month to the Owner as the Tenant rent. The Tenant’s rent is due on the **1ST** day of each month each month beginning on **MONTH, YEAR** .

If the rent is not paid on time, the Owner may charge the Tenant an administrative fee not to exceed \$25.00 monthly. So long as there is an unpaid balance on Tenant’s account, the Owner may charge the \$25.00 administrative fee each month until the past due balance is paid.

The amount of the Tenant rent is the maximum amount the Owner can require the Tenant to pay for rent of the contract unit, including all services, maintenance and utilities to be provided by the Owner accordance with the lease.

The Owner may not demand or accept any rent payment from the Tenant in excess of the Tenant rent, and must immediately return any excess rent payment to the Tenant.

The Tenant rent may not be more than the contract rent minus the HA housing assistance payment to the Owner.

- (c) Abatement- HACW will not pay the Owner the HAP if a unit is abated. This action is taken when the unit fails inspection and does not meet HQS or city codes within a specified timeframe of (24 hours for health, safety and emergency violations and 30 days for routine violations). The HACW will conduct a follow-up inspection within 72 hours of the cited violation. The Tenant is required to continue Tenant payments to the Owner during abatements. Failure to correct violations may also result in termination of the HAP contract and the family being required to move from the unit. Once the unit is brought to compliance, HACW will lift the abatement and

resume payments to the Owner starting from the time the unit was brought into compliance.

## 5. HOUSING ASSISTANCE PAYMENTS

Each month, HACW will make a housing assistance payment (“HAP”) to the Owner in the amount of **\$ HAP AMT** on behalf of the Tenant family in accordance with the HAP contract. The amount of the HAP is subject to change by HACW during the term of the lease. Any changes in the amount of the HAP will be effective on the date stated in a notice from HACW to the family and the Owner. The monthly HAP from HACW shall be credited toward the monthly rent payable by the Tenant to the Owner under the lease. The Tenant shall pay the balance of the monthly rent. The Tenant is not responsible for payment of the portion of rent to Owner covered by the HAP under the HAP contract between the Owner and HACW. The Owner may not terminate the tenancy of the family solely for HACW’s nonpayment of the HAP.

The amount of the HAP is subject to change by HACW during the term of the lease. Any changes in the amount of the HAP will be effective on the date stated in a notice from HACW to the family and the Owner. The Tenant agrees that the amount of rent the Tenant pays and/or the amount of assistance that HUD pays on behalf of the Tenant may be changed during the term of this Agreement if:

- A. the HACW determines, in accordance with HUD procedures, that an increase in rents is needed;
- B. HUD or the HACW changes any allowance for utilities or services considered in computing the Tenant's share of the rent;
- C. the income, the number of persons in the Tenant's household or other factors considered in calculating the Tenant's rent change and HUD procedures provide that the Tenant's rent or assistance payment be adjusted to reflect the change;
- D. changes in the Tenant's rent or assistance payment are required by HUD's recertification or subsidy termination procedures;
- E. HUD's procedures for computing the Tenant's assistance payment or rent change; or
- F. the Tenant fails to provide information on his/her income, family composition or other factors as required by the HACW.
- G. the HACW agrees to implement changes in the Tenant's rent or tenant assistance payment only in accordance with the time frames and administrative procedures set forth in the MTW Plan and the HACW Administrative Plan approved by HUD as instructions and regulations related to administration of the Housing Choice Voucher Program. The HACW agrees to give the Tenant at least 30 days advance written notice of any increase in the Tenant's rent. The Notice will state the new amount the Tenant is required to pay, the date the new amount is effective, and the reasons for the change in rent. The Notice will also advise the Tenant that he/she may meet with the HACW to discuss the rent change.

## 6. LEAD-BASED PAINT/HAZARD DISCLOSURE

### **If a property was build before 1978**

**The residential Lead-Based paint Hazard Reduction Act says that any Owner of property built before 1978 MUST give the Tenant an EPA pamphlet titled “Protect Your Family From Lead in Your Home”. The Owner also MUST tell the Tenant and the Broker for the Owner what the Owner knows about lead-based paint hazards that are in or on the property being rented. Owners MUST tell the Tenant how the Owners know that lead-based paint hazards are on the property, where the lead-based paint and lead-based paint hazards are, and the condition of the painted surfaces. Any Owner of a pre-1978 structure MUST also give the Tenant any records and reports that the Owner has or can get about lead-based paint or lead-based paint hazards in or around the property being rented, the common areas, or other dwellings in multi-family housing. It is also required that the EPA pamphlet be given to Tenants before the Owner starts any major renovations on a pre-1978 structure. The Act does not apply to housing built in 1978 or later.**

**LEAD WARNING STATEMENT:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Owners must disclose the presence of known lead based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

- A. Owner initial one:  
 \_\_\_\_\_ Owner does not know of any lead-based paint or lead-based paint hazards (dangers) on the property.  
 OR  
 \_\_\_\_\_ Owner knows that there is lead-based paint, or that there are lead-based paint hazards on the Property.  
 Owner must explain what Owner knows about the lead-based paint and hazards, including how Owner learned that it is there, where it is, and the condition of painted walls, trim and other surfaces. Owner must give Tenant any other information Owner has about the lead-based paint and lead-paint hazards.
- B. Owner initial one:  
 \_\_\_\_\_ Owner has no reports or records about lead-based paint or lead-based paint hazards on the property.  
 OR  
 \_\_\_\_\_ Owner has given Tenant all available records and reports about lead-based paint or lead-based paint hazards on the property. List records and reports: \_\_\_\_\_
- C. Tenant initials all that are true:  
 \_\_\_\_\_ Tenant received the pamphlet Protect Your Family from Lead in Your Home.  
 \_\_\_\_\_ Tenant read the information Owner gave in paragraph 6(A) and 6 (B) above.  
 \_\_\_\_\_ Tenant received all the records and reports that the Owner listed paragraph 6 (B) above.
- D. Owner and Tenant certify, by signing this Lease that the information given is true to the best of their knowledge

## 7. SECURITY DEPOSIT

The Tenant has deposited **\$ SECURITY DEPOSIT AMT.** with the Owner as a security deposit.

- A. Owner cannot make Tenant pay more than amount allowed by Pennsylvania state law for security deposit. The maximum allowed by law is equal to two-months the contract rent.
- B. Owner may only keep an amount equal to one-months contract rent after the first year of the lease and must then refund to the Tenant any security deposits above that amount.
- C. If the security deposit is more than \$100, Owner must keep it in a special bank account (escrow account) and give Tenant the name and address of the bank.
- D. After the second year (if Tenant continues to live on Property), Owner must keep the security deposit in an escrow account that earns interest. Owner may keep 1 percent of the security deposit each year as an administrative fee. Owner must pay the Tenant the balance of the interest once a year.
- E. Owner can use the security deposit to pay for unpaid rent and damages (beyond normal wear and tear) that are Tenant's responsibility.
- F. When Tenant moves from the Contract Unit, Tenant will return all keys and give owner written notice of Tenant's mailing address where Owner can return the security deposit.
- G. Owner will prepare a list of charges for damages and unpaid rents. Owner may deduct these charges from the security deposit. Owner must return security deposit and interest (minus any charges to Tenant) within 30 days.

## 8. APPROVAL OF LEASE FOR CONTRACT UNIT

- A. HACW must approve the lease for the contract unit. The lease may not be revised unless HACW has approved the proposed lease revision in writing.
- B. The HUD Tenancy Addendum for Section 8 Tenant-Based Assistance **MUST** be attached to this or any other lease submitted by the Owner.

## 9. BREAKING THE LEASE

- A. Tenant Breaks the Lease if:

1. Tenant does not pay the full rent amount on time; or
2. Tenant leaves the property permanently before the lease expires; or
3. Tenant fails to recertify timely with HACW; or
4. Tenant fails to allow the Owner or HACW to inspect the unit; or
5. Tenant, family member and/or guest of Tenant damages the unit or property; or
6. Tenant fails to maintain property in accordance with lease provisions; or
7. Tenant violates any other provision of this lease.

If the Tenant breaks the lease for any reason, the Owner will send the Tenant notice giving the Tenant five (5) days to correct the action. Failure to comply may result in the initiation of eviction proceedings against the Tenant. If the Tenant fails to comply, the Owner may serve Tenant with a Notice to Quit, which describes the noncompliance with the lease. If the Tenant is given a Notice to Quit from the Owner and does not move within the allotted time, the Owner may sue the Tenant to take possession of the unit.

**B. Owner Breaks the Lease if:**

1. Owner fails to repair the unit timely; or
2. Owner enters the unit unauthorized; or
3. Owner fails to maintain property taxes; or
4. Owner fails to maintain renters license; or
5. Owner locks Tenant out without court action; or
6. Owner fails to maintain property in accordance with the lease provisions; or
7. Owner violates any other provisions of this lease.

**C. Termination of Tenancy by the Owner**

The Owner may only terminate the tenancy on the following grounds:

1. Serious or repeated violation of the terms and conditions of the lease;
2. Violation of Federal, State or local law that impose obligations on the Tenant in connection with the occupancy the contract unit and the premises;
3. Criminal activity -Any of the following types of criminal activity by the Tenant, any member of the household, a guest or other person under the Tenant's control shall be cause for termination of tenancy:
  - a. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents;
  - b. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises; or
  - c. Any drug-related criminal activity on or near the premises.
4. Other good cause.  
"Other good cause" may include, but is not limited to, any of the following examples:

- I. Failure by the Tenant family to accept the offer of a new lease or revision after the first year of the lease;
- II. A family history of disturbance of neighbors or destruction of property, or of living or housekeeping habits resulting in damage to the unit or property;
- III. The Owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit after the first year of the lease;
- IV. A business or economic reason for termination of the tenancy (such as sale of property, renovation of the unit, desire to rent the unit at a higher rental) after the first year of the lease.

Note: The Owner must give HACW a copy of any Owner eviction notice to Tenant at the same time that the Owner gives notice to Tenant.

D. Tenant notice of intent to vacate unit

1. Tenant must give Owner 30 days to a maximum 60 days notice to vacate the unit.
2. Owner may show the unit to perspective Tenants with proper notice and reasonable hours to the leased Tenant.
3. Perspective Tenants visiting the unit must be accompanied by the Owner or his agent on the leased Tenant agrees to allow the unit to be shown when they are not at home.
4. The Tenant agrees to move out peacefully when lease or notice ends.
5. Owner may post a "for rent" or "for sale" sign on or near the property.

E. The Owner cannot evict a tenant who is a victim of domestic violence as set forth under the Violence Against Women's Act to include the following provisions:

**VIOLENCE AGAINST WOMEN ACT**

Notwithstanding the provisions of Section 9 of this Lease, or any other provision contained herein, the following shall not be considered violations of the Lease constituting defaults and bases for terminating the tenancy or occupancy rights of a victim of domestic violence:

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking perpetrated against the victim.
2. Criminal activity directly relating to domestic violence, dating violence or stalking, engaged in by a member of the Tenant's Household or any Guest or Other Person under the Tenant's Control, if the Tenant or immediate member of the Tenant's Household is a victim of that domestic violence, dating violence, or stalking; provided, however, landlord may divide this Lease for the purpose of evicting, removing or terminating the occupancy rights of a Household member, whether or not such Household member is a signatory to this Lease, who engages in criminal acts of physical violence against Family members or others, without evicting, removing or otherwise penalizing the victim of such violence, who is also a Tenant or lawful occupant of the Unit.

The foregoing exceptions shall not apply unless the victim delivers to the landlord a certification on one of the following forms:

- a. A HUD-approved form supplied by HACW attesting that she/he is a victim of domestic violence, dating violence, or stalking and that the incident(s) in question are bona fide violations of such actual or threatened abuse; or
- b. Documentation signed by an employee, agent or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence, stalking, or the effects of the abuse, in which the professional states under penalty of perjury that the professional's belief that the incident(s) in question are bona fide incidents of abuse and the victim has signed or attests to the documentation; or

- c. A federal, state, or local police report or court record describing the crime or incident(s) in question.

The victim must deliver the certification to the landlord within fourteen (14) business days after landlord requests the certification. If the victim does not deliver the certification to landlord within the aforesaid period, landlord may terminate the tenancy of the Tenant or any lawful occupant of the Unit including the victim.

The foregoing exceptions, however, shall not limit the authority of the landlord to (i) honor court orders addressing rights of access or control of property, including civil protection orders issued to address the distribution or possession of property among Household members, (ii) evict a Tenant for any violation of this Lease not based on or connected with the act or acts of violence in question against the Tenant or member of Tenant's Household, provided that such victim is not held to a more demanding standard than other Tenants, and (iii) evict any Tenant if landlord can demonstrate an actual and imminent threat to other Tenants or those employed at or providing service to the property if that Tenant is not evicted.

#### **10. INSTALLING AND MAINTAINING SMOKE DETECTORS**

- A. Owner will ensure that a working smoke detector is placed as required in the unit.
- B. Tenant will maintain and test detectors monthly.
- C. Owner will test detectors at the time of the home inspection.
- D. Tenant will notify the owner when a smoke detector has non-working batteries.
- E. Tenant will pay for any damage to smoke detectors beyond normal wear and tear, including misuse of batteries.

#### **11. USE and OCCUPANCY of CONTRACTED UNIT**

##### **A. Tenant Shall:**

- 1. Use the contract unit only as a residence for the family. The unit must be the family's only residence.
- 2. Comply with all State, County, and/or Municipal Building, Fire Prevention, Housing and Health Department Codes applicable to the Tenant.
- 3. Keep the unit clean.
- 4. Use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended.
- 5. Obtain approval both from both HACW and the Owner for any changes in the family composition of the family residing in the contract unit.
- 6. Not sublease or sublet the unit.
- 7. Not assign the lease or transfer the unit.
- 8. Tenant shall not "rent out" any part of the contract unit for any reason.
- 9. Properly discard trash, garbage and other waste material as required by the Owner or by law.
- 10. Inform Owner or agent immediately of any repairs needed. Tenant shall be held responsible for any damages to the unit and/or property caused, by Tenant, family member or guest of the family. If damage to the contract unit (other than wear and tear) is caused by acts of or neglect by Tenant or other occupying the premises with the Tenant's permission, the Tenant, upon prior agreement with Owner, may repair such damage at his/her own expense. If, (a) Tenant fails to make agreed upon repairs, or, (b) Owner agrees to make repairs, Owner may cause such repair to be made and Tenant shall be liable to Owner for any reasonable expense thereby incurred by Owner.

11. Tenant will inform and require family members and guests of property rules and ensure their compliance with these rules.
12. Keep paid utilities in service.
13. Be responsible for any breach of HQS caused by the family. A breach of HQS caused by the family shall constitute a violation of the family obligations under the program.

**B. Tenant Shall Not:**

1. Keep any flammable materials on the property without Owner's permission
2. Willfully destroy or deface any part of the property.
3. Disturb the right to peace and quiet enjoyment of other Tenants.
4. Make changes to the property, such as painting, remodeling or adding fixtures without the written permission of the Owner. The Tenant must understand that changes or improvements to the property will belong to the Owner unless otherwise stipulated.

**12. MAINTENANCE OF THE PROPERTY AND COMPLIANCE**

- A. The Owner will be responsible for the repair of property and common areas as required by law. The Owner must keep the property in compliance with Housing Quality Standards (HQS) and City Codes. The Owner will keep the structure and property in good working order and in a safe condition, including (check all that apply):

Ceilings       Roof       Floors (structure)       Walls       Common Walkways  
 Steps       Porches       Windows       Doors       Lawns

- B. The Owner will keep all equipment, systems, services, facilities or appliances supplied by the Owner in Safe, secure and good working order, including (check all that apply):

Air Conditioning       Sanitary       Electrical       Ventilation       Drainage  
 Security       Heating       Water Heating       Plumbing

- C. Where applicable (as in the case of multi-family building), maintenance with respect to common areas, facilities and equipment shall include cleaning, maintenance of lighting and equipment; maintenance of grounds, lawns, and shrubs; arrange for collection and removal of trash and garbage, and removal of snow and ice. Where such equipment and services are to be provided by the Owner they are as follows: (Specify, or state "None")

**Maintenance Service:** \_\_\_\_\_

- D. Owner shall provide extermination services as conditions may require. If such service is to be provided on a scheduled basis, the schedule is as follows: (Specify, or state "No Schedule")

**Extermination Schedule:** \_\_\_\_\_

- E. The Owner shall provide repainting, as conditions require. If such service is to be provided on a scheduled basis, the schedule is as follows: (Specify, or state "No Schedule")

**Repainting Schedule:** \_\_\_\_\_

- F. Owner shall make repairs with reasonable promptness.

- G. Owner shall comply with all State, County, and/or Municipal Building, Fire Prevention, Housing and Health Department Codes applicable to the Landlord.

**13. OWNER'S RIGHT TO ENTER**



- A. Owner shall inspect the property at least three times annually.
- B. Tenant shall allow the Owner or his representative to inspect the property with advance notice during reasonable hours.
- C. The Owner shall give the Tenant at least 24 hours written notice of the date and time he will enter the unit for non-emergency repairs and/or inspection.
- D. In case of an emergency, the Owner may enter the unit without advance notice to Tenant.

**14. UTILITIES and APPLIANCES.**

- A. The Owner shall provide the utilities checked in column (1) below for the contract unit without any additional charge to the Tenant. The utilities checked in column (2) below are not included in the rent, and shall be paid by the Tenant.

Type of Utilities	COLUMN 1	COLUMN 2
	Put "x" by	Put "x" by Tenant
	Utilities included	Paid utility
Heating type (Specify type: )	X	
Cooking (Specify type: )	X	
Hot water (Specify type: )	X	
Lights, Electric, Other Electric		X
Water usage	X	
Water service	X	
Garbage Collection	X	
Other (specify)		

- B. The kitchen range for the contract unit shall be provided by \_\_\_\_\_ (Insert Tenant, if appropriate. If unspecified, the Owner shall provide the kitchen range).
- C. The refrigerator for the contract unit shall be provided by \_\_\_\_\_ (Insert Tenant, if appropriate. If unspecified, the refrigerator shall be provided by the Owner.)
- D. The Owner shall provide the following other appliances for the contract unit:

OTHER Appliance Provided:	

**15. HOUSING QUALITY STANDARD INSPECTION**

HACW shall be free to inspect the premises covered by the lease periodically, but no less often than annually, to assure that the physical condition thereof continues to meet HUD standards. In the event that HACW reasonably determines that either (i) the physical condition of the premises does not meet HUD standards, other than as a result of action by the Tenant, or (ii) one or more of the services specified herein to be provided by the Owner are not being provided to the premises, or (iii) that the Owner is in breach of any conditions of this lease, HACW may give written notice to the Owner to correct the deficiencies within thirty (30) day or less. Upon the Owner's failure to do so, the HACW shall have the right, in addition to its other rights and remedies under the HAP Contract, to terminate or reduce housing assistance payments or to terminate the HAP Contract.

**16. MEDIATION**

- A. Mediation is a way to resolve problems. A mediator helps disputing parties reach an equitable resolution without involving the courts

- B. The Owner or Tenant may request an agreed upon party to mediate issues regarding the tenancy. Such request is to be made in writing.
- C. Both parties will have the right to present evidence of their claim to the mediator.
- D. The mediator will issue a decision within ten business days.

Use of a mediator does not forfeit the right of either party to pursue legal resolution of the dispute.

**17. PETS** Check one:

Tenant may \_\_\_\_\_ or shall not \_\_\_\_\_ keep a pet on the premises.

**18. NOISE**

The Tenant agrees not to allow on these premises any excessive noise or other activity, which materially disturbs the peace and quiet or other Tenants in the building. Owner agrees to prevent other Tenants and other persons in the building or common areas from similarly disturbing Tenant's peace and quiet

**19. OFFER OF NEW LEASE**

The Owner may offer the Tenant a new lease, for the term beginning at any time after the initial term. The Owner must give the Tenant written notice of the offer, with a copy to HACW, at least 60 calendar days before the proposed beginning date of the new lease term. The offer must specify a reasonable time limit for acceptance by the Tenant.

**20. EXECUTION OF HAP CONTRACT**

This lease has been signed by the parties on the expectation that HACW will promptly execute a HAP contract with the Owner. This lease shall not become effective unless HACW has executed a HAP contract with the Owner effective the first day of the term of the lease.

The HAP contract must be executed no later than 60 calendar days from the beginning of the lease term. Unless the HAP contract has been executed by the end of this period, this lease shall be void.

**21. PROHIBITED LEASE PROVISIONS**

HUD prohibits the following types of the lease provisions. If there is any prohibited provision in this lease, the provision shall be void.

- A. Agreement to be sued.-Agreement by the Tenant to be sued to admit guilt or to a judgment in favor of the Owner, in a lawsuit brought in connection with the lease.
- B. Treatment of personal property- Agreement by the Tenant that the Owner may take, hold, or sell personal property of household member without notice to the Tenant, and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the Tenant concerning disposition of personal property left in the contract unit after the Tenant has move out. The Owner may dispose of this personal property in accordance with State or local law.
- C. Excusing Owner from responsibilities-Agreement by the Tenant not to hold the Owner or Owner's agent legally responsible for any action or failure to act, whether intentional or negligent.
- D. Waiver of notice- Agreement by the Tenant that the Owner may institute a lawsuit against the Tenant without notice to the Tenant.
- E. Waiver of legal proceedings. -Agreement by the Tenant that the Owner may evict the Tenant or household member (1) without instituting a civil court proceeding in which the Tenant has the opportunity to present a defense, or (2) before a court decision on the rights of parties.

- F. Waiver of jury trial- Agreement by the Tenant to waive any right to a trial by jury.
- G. Waiver of right to appeal court decision- Agreement by the Tenant to waive any to appeal, or otherwise challenge in court, a court decision in connection with the lease.
- H. Tenant chargeable with cost of legal actions regardless of outcome- Agreement by the Tenant to pay the Owner's attorney fees or other legal costs even if the Tenant wins in a court proceeding by the Owner against the Tenant.

**22. PROHIBITION of DISCRIMINATION**

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the Owner shall not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

**23. CONFLICT RESOLUTION and OTHER PROVISIONS ofLEASE**

If there is any conflict between the provisions of the lease, the lease language required by HUD shall control.

**24. WRITTEN NOTICE OR ACCESSIBLE FORMAT**

- A. Any notice required by this Lease including, but not limited to, Lease Termination Notice, shall be in writing or alternative requested format, personally delivered to the Tenant, or adult member of the Household, or posted at the Unit by Owner or an officer of the court.
- B. All Tenant notices to Owner shall be in writing or alternative format and delivered to the Owner's office, or sent via first class mail, postage pre-paid, and properly addressed. Tenant shall give Owner thirty (30) days notice, as prescribed above, of Tenant's intent to vacate the Unit.
- C. If the Tenant is a person with a disability, all notices shall be in an accessible format.

SIGNATURES:

TENANT:

\_\_\_\_\_  
 Tenant Signature Date signed

OWNER:

\_\_\_\_\_  
 Owner Signature Date signed

AGENT:

\_\_\_\_\_  
 Agent Signature Date signed

**OWNER MAILING ADDRESS:** \_\_\_\_\_

\_\_\_\_\_ **CITY:** \_\_\_\_\_

**STATE:** \_\_\_\_\_ **ZIP CODE:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**AGENT MAILING ADDRESS:** \_\_\_\_\_

\_\_\_\_\_ **CITY:** \_\_\_\_\_

**STATE:** \_\_\_\_\_ **ZIPCODE:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_