



Sample Apartment Lease

LEASE SUMMARY				
DATE OF PREPARATION	TERM OF LEASE		MONTHLY PAYMENT TO OWNER	SECURITY DEPOSIT
	BEGINS	ENDS	MARKET RENT \$ _____	\$ _____
	12:01am	Midnight	SUBSIDY \$ _____	Other Deposits
			TENANT RENT \$ _____	\$ _____
			PARKING \$ _____	for _____
			SPACE # _____	\$ _____
			OTHER \$ _____	for _____

<u>RESIDENT</u>	<u>OWNER</u>
NAME:	
UNIT:	
BUILDING: ABC Apartments	Best Community Place Limited Partnership
ADDRESS: 123 Elm St.	456 E. Johnson Boulevard
	Anycity, Any State 12345
DEVELOPMENT: Best Community Place	

ATTACHMENTS: (If none, write "none") See Attachments	OTHER OCCUPANTS: None Allowed
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*For each occupant other than Resident, indicate that person's name and relationship to Resident
THIS LEASE SUMMARY IS A PART OF THIS LEASE.

- Lease.** Owner leases to Resident the parking space, if any, and the Unit in the Building identified in the Lease Summary for the term as set forth therein in accordance with the provisions and conditions set forth herein.
- Rent.** Resident shall pay owner at Owner's address as identified above, or at such place as may be designated by the Owner, in advance by the first day of each month the total monthly payment as set forth above, additional payments and rental surcharges as provided for in this Lease.
- Utility Service.** A) Owner agrees to provide the following utilities and services at no additional cost to Resident:

Owner will not be responsible for failure to furnish such services and utilities by reason of any cause beyond Owner's control.

B) Resident shall furnish the following utilities and services at Resident's own expense:



4. **Security Deposit.** Resident has deposited with Owner a security deposit in the amount shown in the Lease Summary to secure performance of every agreement and covenant of Resident in the Lease. Owner may apply the deposit toward reimbursement for any costs incurred by Owner due to Resident's violation of this Lease, excluding nonpayment of rent. The Owner may only apply the deposit toward nonpayment of rent after the Tenant vacates the unit. In the event the deposit is applied for such reimbursement, Resident shall provide Owner with such additional amount as is required to replace the amount applied within 10 days after notice by Owner. However, Resident's liability for breaches of this Lease is not limited to the amount of Resident's security deposit.

Resident is obligated to pay rent for the term of the Lease and the security deposit is not to be the final month's rent. Resident's failure to pay rent, even if a security deposit will satisfy all amounts due, constitutes a default by Resident. Owner shall make annual payment to Resident of any interest on the security deposit as provided by law.

Owner shall inspect the Unit after Resident has permanently vacated the Unit. The Owner shall permit the Resident to be present during the inspection if the Resident so requests in writing prior to the time Resident permanently vacates the Unit. Owner shall mail or transmit to Resident a written, itemized statement of needed repairs, including the costs and repairs already made by Owner, except for those arising from ordinary wear and tear for which Resident is not responsible. Within forty-five (45) days (City of Anycity) or sixty (60) days (outside City of Anycity) after, Resident vacates the Unit, Owner shall return to Resident his/her security deposit with interest as is required by law, less any deductions Owner is entitled to make. However, deductions for repairs shall be made only for those needed repairs mentioned in this paragraph for which there is a receipt or other written evidence of the costs. Photocopies of the receipts or other written evidence of the costs shall be sent to Resident as provided by law.

It is the responsibility of Resident to immediately advise Owner in writing of Resident's new mailing address. In the event more than one Resident executes the Lease, the Owner may forward the amount of the refunded security deposit to the forwarding address submitted. There will be one check issued made payable to all leaseholders and it shall be the responsibility of the lease holders to apportion the refunded security deposit.

5. **Fixtures.** All cabinets, window fixtures, plumbing fixtures, electrical fixtures and appliances in the Unit on the date the Lease is executed by Owner are part of the Unit and leased at no extra charge to Resident. Owner agrees to provide the additional fixtures and services specified in the Lease Summary at the monthly cost to Resident shown in the Lease Summary.
6. **Storage.** If storage containers are available at the Development Property, Resident shall cause them to be closed, secured and appropriately identified by tagging or other means and at the sole risk of Resident. Resident recognizes that Owner may require, in accordance with its rules and regulations, storage containers or sufficient identification for handling for all articles placed in storerooms. If any representative of Owner shall, at the request of Resident or members' of Resident's household, move, handle or store any of Resident's articles in said storerooms or remove any of same, then and in such case, such representative shall be deemed

the agent of Resident. Consequently, the Owner shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith. Resident shall not store flammable materials, liquids, or any other items that would create a danger to other people, to the Building or be in violation of the applicable municipal code(s).

7. **Lease Application.** The application for this Lease and all representations contained therein are made a part of this Lease and Resident warrants that the information given by Resident in the application is true. Any material misrepresentation made by Resident in the application shall constitute a material non-compliance with the terms of the Lease and shall be a basis for the Owner to terminate this Lease and repossess the Unit as provided by law, after Owner gives Resident 10 days written notice of said material noncompliance.
8. **Family Certification and Rental Surcharges.** Resident agrees that income, family composition and other eligibility requirements shall be deemed substantial and material in determining the obligations of Resident's tenancy with respect to the amount of rent due under the Lease and Resident's right of initial occupancy.

Resident agrees that a re-certification of income, family composition and other eligibility requirements shall be made to Owner at least once every year from the date of this Lease or less frequently upon written approval of Owner, provided, however, that Resident shall be re-certified at any time at Resident's request. Resident agrees that Owner may divulge the information received to the Housing Development Authority ("HDA"). Resident acknowledges that Owner and HDA have the right to seek verification of all representations made by Resident during re-certification.

The foregoing notwithstanding, Owner and Resident agree that if at the time of re-certification Resident's income exceeds the maximum provided under applicable rules and procedures of HDA, Resident shall be permitted to remain in occupancy only upon payment of a rental surcharge in accordance with a schedule of surcharges approved from time to time by HDA. The Resident agrees that failure to pay such surcharge shall constitute a material breach of this Lease.

If Resident fails to provide the required re-certification information and documentation to Owner on or before the date specified by Owner, such failure shall constitute a material breach of the Lease, then Owner may impose penalties, including terminating the Lease and/or increase the monthly payment amount due from Resident as permitted by HDA. Upon completion of re-certification, Resident shall pay Owner the difference (retroactively) between his/her rent before re-certification and adjusted rent following re-certification. Owner agrees to meet with Resident, if Resident so requests, to discuss any changes resulting from the re-certification process.

9. **Rent Adjustment.** The total monthly payment including utility charges and allowances required to be made under paragraph 2 of this Lease may be changed during the term of this Lease and Resident agrees to pay any additional amounts if required by HDA.

Owner shall give Resident forty-five (45) days written notice before any increase in Resident's monthly payment becomes effective. The notice from Owner to Resident shall state the amount of the increase, the new monthly amount Resident is to pay, the effective date of the increase, the reasons for the increases and that Resident may request to meet with Owner to discuss the increase. Owner agrees to meet to discuss the increase with Resident if Resident so requests. Resident may, by giving Owner thirty (30) days advance written notice, terminate the Lease prior to the effective date of the increase.

10. **Use of Apartment – Subletting.** Resident shall personally use and occupy the Unit solely as a private dwelling for himself/herself and those individuals whose names are set forth in the Lease Summary. Unless with the prior written approval of Owner, Resident shall not sublet or rent the Unit or any part thereof unless Owner is required to permit Resident to sublet by law. Resident shall not permit the Unit or any part hereof to be used by any additional occupant (except for a child new to the family), and shall not transfer or assign the Lease. Failure to comply with these limitations within ten (10) days after written notice by Owner shall be a material noncompliance with the terms of this Lease and shall constitute grounds for Owner at their option to terminate the Lease and repossess the Unit as provided by law.
11. **Alterations, Additions, Fixtures.** Resident shall not make alterations, additions or improvements, or install in the Unit or on any part of the Development Property major appliances or devices of any kind, or interior decorations including but not limited to wallpaper, contact paper or any materials, without, in each case, the prior written consent of Owner. All alterations and additions, except fixtures installed by Resident, shall remain as part of the Unit unless Owner elects that Resident shall restore the Unit to its original condition, in which case, Resident shall restore the Unit in its original condition, ordinary wear and tear expected.
12. **Condition of Unit.** Resident acknowledges that except for work Owner has agreed in writing to perform, the Unit meets with Resident's approval and that Resident is satisfied with the present physical condition of the Unit. Resident agrees to take good care of the Unit, including fixtures, and keep it in a clean and sanitary condition complying with all laws, and health and safety requirements. Resident agrees not to waste utilities and services furnished by Owner; not to use utilities, services or equipment for any improper or unauthorized purpose; and not to place signs or fences in or about the Unit or Development Property without the prior written consent of Owner. If such consent is obtained, Resident agrees upon termination of the Lease, at the option of Owner, to remove such signs or fences without damage to the Unit or Development Property.
13. **Damage To Unit or Development Property.** Resident shall not cause any waste or damage to the Unit, Building or other property of the Development. In the event Resident, a family member of Resident or any other person(s) under the control of Resident, or person permitted to be on the Development Property by Resident causes any damage, Owner may apply Resident's security deposit towards Owner's costs to repair the damage. Upon written notice from Owner, Resident shall immediately remit to Owner an amount equal to the repair expense. The notice from Owner shall be in writing and shall itemize the needed repairs and/or repairs made and the costs. Owner shall then credit the amount received towards

Resident's security deposit up to the amount previously deducted from Resident's security deposit with the excess being retained by Owner. The failure of Resident to pay Owner within ten (10) days after notice from Owner shall be a material noncompliance with the terms of the Lease and shall constitute a basis for the termination of this Lease.

14. Prohibited Illegal Activities. Resident shall not engage in any illegal conduct including, but not limited to, drug related criminal activities, unlawful possession or use of a weapon, and threats or acts of violence, while on or near the Development Property. Furthermore, Resident shall not suffer or permit any member of Resident's family, any person occupying Resident's Unit, any guest of Resident or any other person associated with Resident from engaging in illegal conduct while on or near the Development Property. Nor shall Resident suffer or permit the Unit to be used for, or to facilitate criminal activity, nor permit, suffer or allow the Unit to contain illegal drugs, weapons or stolen property. Resident shall be responsible for the conduct of all persons residing with, or visiting Resident. The failure of Resident to comply with the terms of this paragraph is a material noncompliance with the terms of this Lease and shall constitute a basis to terminate this Lease. Proof of a violation of Lease under this paragraph shall not require a criminal conviction but shall be established by a preponderance of the evidence.

15. Additional Resident Obligations. Resident shall:

- (a) Maintain the Unit in the same condition as when initially occupied with the exception of ordinary wear and tear, and maintain the Unit in a decent, safe and sanitary condition. Provide access to Owner for required Annual Comprehensive Decent, Safe and Sanitary inspections to be conducted, and for reasonable maintenance and extermination.
- (b) Refrain from acts or practices which disturb neighbors including, but not limited to, playing loud music and having loud parties; or cause any waste or damage to the Unit or Development Property.
- (c) Notify Owner of any condition in the Unit or Building that Resident believes to be dangerous to the health or safety of Resident or other Residents.
- (d) Not use or store in the Unit or Building or on the Development Property any flammable or explosive substances.
- (e) Place garbage and refuse inside containers provided by Owner and not litter the Development Property.
- (f) Properly use and operate all appliances, electrical, gas and plumbing fixtures.
- (g) Not place in the Unit or on the Development Property any furniture, plants, animals, or any other things that harbor insects, rodents or other pests.
- (h) Not bring into the Unit or onto the Development Property materials that cause a fire hazard or safety hazard and do not comply with the requirements of Owner's fire

insurance carrier. Resident shall not undertake, or permit his/her family or guests to undertake, any hazardous act(s) or anything that will increase the Owner's insurance premiums on the Development Property.

- (i) Use all facilities of the Development for their intended purposes including but not limited to, using parking facilities only for parking of vehicles and not for their repair or maintenance or storage.
- (j) Provide for the proper supervision of Resident's children and guests.
- (k) Notify Owner of any mechanical systems, appliances, fixtures, doors, windows or security devices that are broken or not in good working order.

16. Additional Owner Obligations. Owner shall be responsible for the following duties in addition to those set forth elsewhere, without additional costs to Resident.

- (a) Maintaining an exterminating service for the Unit and the Unit's Building that shall include the control of vermin and the elimination of rodents from Units and common areas.
- (b) Installing and maintaining functioning locks on all doors leading from the Unit to the outside or to common areas in the Building and leading from common areas to the outside.
- (c) Maintain the Unit and Development Property in a decent, safe and sanitary condition in accordance with the standards established by HDA and the applicable local codes. Conduct comprehensive Decent, Safe, and Sanitary inspections annually.
- (d) Installing and maintain adequate illumination in the common areas of the Development Property.
- (e) Arrange for collection and removal of trash and garbage.
- (f) Maintain all equipment and appliances in good working order.
- (g) Make necessary repairs with reasonable promptness.

17. Resident's Possessions. Owner is not an insurer of Resident's person or possessions. Resident agrees that all of the Resident's property in the Unit or elsewhere on the Development Property shall be at the risk of Resident, and that Resident may carry such insurance, as Resident deems necessary. Resident further agrees that except for instances of negligence or intentional acts or omissions of Owner, its agents and employees, the Owner, or its agents and employees shall not be liable for any damage to the person or property of Resident or any other person occupying or visiting the Unit or Development.

18. **Keys and Locks.** The Resident agrees not to install additional or different locks or gates on any doors or windows of the Unit without the written permission of the Owner. If the Owner approves the Resident's request to install such locks the Resident agrees to provide the Owner with a key for each lock. When this Lease ends, the Resident agrees to return all keys to the Unit to the Owner. The Owner may charge the Resident \$25.00 for each key not returned.
19. **Rules and Regulations.** The rules and regulations given by Owner to Resident on or before the date of preparation of this Lease as stated in the Lease Summary shall be a part of this Lease. Resident covenants and agrees to keep and observe the rules and regulations and any future rules and regulations, as may reasonably be required by Owner for the necessary, proper and orderly care of the Unit, Building and Development Property. Owner shall publish and send to each Resident, at least thirty (30) days before said rules and regulations are effective, a copy of such future rules and regulations. Owner shall enforce all rules and regulations given to Resident against all Residents in the Building and on the Development Property. Any and all attachments to this lease, other than standard HDA riders, have not been prepared or approved, either as to form or content, by the HDA and the Authority assumes no responsibility for its content.
20. **Access by Owner.** Owner shall retain duplicate keys to the Unit and Owner or its agents shall have access to the Unit in an emergency. In the absence of an emergency, Owner will enter Resident's unit for inspection or to make necessary repairs or alterations either in the Unit or in the Building after giving Resident twenty-four (24) hours written notice. In the event that Resident has not renewed the Lease or has given Owner notice of her/his intent not to renew the Lease, Owner shall have the right, during the last thirty (30) days of term of the Lease, to show the Unit to prospective residents during the hours of 9:00 A.M. to 7:00 P.M.
21. **Subordination.** This Lease is subject to all present or future mortgages or deeds of trusts affecting the Unit and Resident hereby appoints Owner as Attorney-in-Fact to execute and deliver any and all necessary documents to subordinate this Lease to any present or future mortgages or deeds or trust affecting the Unit.
22. **Condemnation.** In the event the Unit or the Building or any part hereof is taken by condemnation by the United States, the State of Illinois (the "State) or any other governmental agency or authority, this Lease shall be terminated at the option of Owner thirty (30) days after written notice to Resident and Resident hereby specifically waives any right to any portion of the award received as damages, except such portion, if any, as relates to relocation of Resident.
23. **Fire and Casualty.** If the Unit becomes uninhabitable by reason of fire, explosion or other casualty, Resident or Owner may at her/his option terminate this Lease twenty-four (24) hours after written notice to the other party and rent paid with respect to the period after such termination shall be returned to Resident. However, this paragraph shall not relieve Resident of her/his obligation to pay rent under this Lease if an act or omission for which Resident is responsible caused the Unit to become uninhabitable. In the event the Lease is not terminated, rent shall not accrue until the Unit is repaired so that Resident can occupy the Unit.

24. **Surrender of Unit.** Upon termination of this Lease, Resident shall return the keys and quit and surrender the Unit, in as good order and condition as it was at the beginning of the term, reasonable wear and tear expected. Resident shall surrender all appliances in clean condition and good working order, reasonable wear and tear expected. If the Unit is not so surrendered, Resident shall make good to Owner all damage which Owner suffers by reason thereof, and shall indemnify Owner against all claims made by any succeeding Resident against Owner founded upon delay by Owner in delivering possession of the Unit to such succeeding Resident, so far as such delay is occasioned by failure of Resident to surrender the Unit and appliances in timely manner or proper condition.
25. **Holdover Residents.** If Resident fails to surrender possession of the Unit upon termination of this Lease, Resident shall be deemed a “holdover” and for each day Resident continues to occupy the Unit after termination Resident shall pay as damages a sum equal to twice the Total Monthly Payment to Owner divided by thirty (30). The acceptance of the damages pursuant to this paragraph shall not constitute rent nor shall it be a waiver by Owner of any damages under this Lease or of any right of re-entry.
26. **Abandonment.** If Resident shall abandon the Unit, voluntarily or involuntarily prior to termination, the same may be re-entered by Owner, re-let for such rent and upon such terms, as Owner may deem reasonable. The Resident shall be and remain liable for any deficiency in rent, any expenses incident to such re-letting, as well as any damages that Owner may have sustained by virtue of Resident’s use and occupancy of the Unit. For the purpose of this paragraph, a Unit is abandoned when rent has not been paid for at least thirty (30) days after time due and there are not or have not been any visible signs of Resident’s occupancy during this period.
27. **Action by Owner upon Default – Right of Re-Entry.** Except as may be specifically provided herein, should Resident at any time during his/her occupancy of the Unit fail to pay the monthly rent when due, or should Resident violate any of the other terms, provisions or conditions of this Lease, or any rules or regulations now or hereafter adopted by Owner for the Unit Building or Development Property, Owner shall have the right and option, after providing notice to Resident as provided by law to terminate the tenancy and re-enter and take possession of the Unit as provided by law.
28. **Remedies of Owner upon Termination.** In the event this Lease shall be terminated by Owner pursuant to any provision of this Lease other than lapse of time, provided proper notice is given, or as a result of condemnation:
- (a) Resident shall pay Owner any rent then due, together with all expenses incurred in the removal of the property and effects of Resident or other occupants from the Unit.
 - (b) Owner may re-let the Unit for such rent and upon such terms as Owner may deem reasonable, Resident shall remain liable for any deficiency in rent and Resident shall be liable for all reasonable expenses incurred by Owner in re-letting the Unit.

- (c) Owner shall in no event be liable to Resident for failure to re-let the Unit or, in the event that the Unit is re-let, for failure to collect the rent due under such re-letting. Any such failure to collect the rent due under such re-letting shall not release or affect Resident's liability. Owner agrees to make all reasonable efforts to re-let the Unit and collect the rent due under such re-letting.
- (d) Owner's rights and remedies under this Lease are cumulative. The use of one or more thereof shall not exclude or waive any other right or remedy under this Lease, at law or in equity.

29. **Opportunity to Cure.** Anything to the contrary herein notwithstanding. If Owner terminates this Lease, Resident shall not be liable for rent for the period after Resident has vacated the premises unless Resident has been given a written notice permitting Resident to cure the default within ten (10) days (except five (5) days for non-payment of rent) after notice is sent to Resident. The notice shall specify the facts concerning the default or breach and shall advise the Resident to respond to Owner if Resident disputes the facts contained in the notice. This paragraph shall not apply if Owner is unable to give written notice to Resident as a result of Resident's vacating the Unit.
30. **No General Waiver, No Election of Remedies.** No waiver of any breach of the covenants, provisions or conditions contained in this Lease shall be construed as a waiver of the covenant itself or of any subsequent breach thereof; and if any breach shall occur and afterwards be compromised, settled or adjusted, this Lease shall continue in full force and effect as if no breach had occurred.
31. **Lead-Based Paint.** If the Unit was constructed prior to 1978, Owner is required to provide Resident with the notice required by The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4821-4846 and its regulations, 24 C.F.R., part 35; The Residential Lead-Based Paint Hazard Reduction Act of 1992 and its regulations; and any other applicable laws and regulations pertaining to lead-based paint poisoning. The notice is to be given to Resident prior to the signing of the Lease. The notice is to include a statement that the Building may contain lead-based paint, a description of the hazards of lead-based paint, the symptoms and treatment of lead-based paint poisoning, and the precautions to be taken to avoid lead-based paint poisoning.
32. **Lease Binding on Heirs, Successors.** To the extent permitted by law, this Lease shall be binding upon, and inure to Owner's and Resident's respective successors, heirs, executors, administrators and, to the extent provided herein, assigns, and the other occupants listed in the Lease Summary.
33. **Plurals.** The words "Owner" and "Resident" herein shall be construed to mean "Owners" and "Residents" in case more than one person constitutes either party to this Lease.
34. **Notices.** All notices shall be either delivered in person to a person over the age of twelve years old or mailed through the United States Postal Service postage prepaid. Notices to Owner shall be signed by Resident and addressed to Owner at the address for Owner shown in the

Lease Summary. Notices to Resident shall be signed by Owner and addressed to Resident at the Unit or a more current address. Notices mailed are deemed received two (2) days after deposit in a United States Postal Service mailbox. Each notice shall fully set forth the effect(s) of such notice under this Lease, the event(s) that give rise to the issuance of such notice and the provision(s) of this Lease to which notice relates.

35. **HDA Consent.** The printed terms of this form of lease may not be altered without the prior written consent of HDA.
36. **Partial Invalidity.** The invalidity of any clause, part or provision of this Lease shall not affect the validity of the remaining portions thereof.
37. **Compliance with Federal, State, and Local law.** This Lease shall be governed by the laws of the State and shall be construed in conformity and compliance with all laws, ordinances, rules, regulations and codes of the federal government, the State, and the municipality having jurisdiction over the Development.
38. **Discrimination.** Owner shall not discriminate against Resident in the provision of services, or in any other manner, on the grounds of race, color, creed, religion, sex, age, national origin, handicap, marital, familial status, and military discharge as per State law. Owners of developments in the City of Anycity shall not discriminate on additional protected classes of parental status, sexual orientation and lawful sources of income. Owners of developments in the County of Anycounty shall not discriminate on an additional protected class of housing status.
39. **Pets.** Resident is not allowed to keep a pet in the Unit or on the Development Property unless the rules or regulations of the Owner permit pets, or if Resident is permitted to keep a pet in the Unit pursuant to applicable laws. In the event Resident is permitted to keep a pet, and does so elect, Resident shall immediately notify Owner in writing as to the type of pet being kept by Resident. The Resident shall not allow the pet to injure or disturb other persons in the Building or on the Development Property, and Resident shall take all steps reasonably necessary to prevent the pet from causing any damage to the Unit or other Development Property.

The Owner has the right to establish rules and regulations governing the keeping of pets and shall promptly advise Resident of such rules and regulations. Resident agrees to act in compliance with the rules and regulations of Owner pertaining to the keeping of pets. The Owner may require the Resident to pay an additional sum, to be included in Resident's security deposit, which is reasonable in relation to the potential damage that may be caused by the pet. Resident shall promptly pay the additional sum upon written notice from Owner. In no event shall the additional amount to be deposited as part of the security deposit due to the keeping of a pet exceed \$300.00.

40. **Attorney Fees.** In the event either party to this Lease initiates litigation in order to enforce the terms of this Lease, the successful party shall be entitled to collect from the other party its

reasonable attorney's fees, court costs and other costs incurred by the successful party as a result of the litigation.

41. Termination of Tenancy.

- (a) To terminate this Lease at the end of a lease term, the Resident must give the Owner thirty (30) days written notice before moving from the Unit.
- (b) Any termination of this Lease by the Owner must be carried out in accordance with federal, State and local laws, and the terms of this Lease. The Owner may terminate this Lease only for:
 - (1) The Resident's substantial breach of or material noncompliance with the terms of this Lease;
 - (2) The Resident's material failure to carry out obligations under any State or local Landlord-Tenant Act, or
 - (3) Other good cause, which includes but is not limited to the Resident's refusal to accept the Owner's proposed changes to this Lease. Terminations for "other good cause" may only be effective as of the end of any initial or successive term. "Other good cause" shall include but not be limited to Resident's breach of the terms of this Lease if such breach is not a substantial breach or a material non-compliance with the terms of this Lease; or is not a material failure to carry out obligations under any State or local Landlord-Tenant Act.
- (c) If the Owner proposes to terminate this Lease, the Owner agrees to give the Resident written notice of the proposed termination. Notices of proposed termination must be given in accordance with any time frames set forth in any applicable federal, State and local laws.
- (d) A substantial breach of or material noncompliance with this Lease includes, but is not limited to nonpayment of rent beyond any grace period available under State law; failure to reimburse the Owner within thirty (30) days for repairs made under paragraph 13 of this Lease; repeated late payment of rent; permitting unauthorized persons to live in the Unit; serious or repeated damage to the Unit or Development Property; creation of physical or other hazards; serious or repeated violations of the Lease that disrupt the livability of the Building; adversely affect the health or safety of any person or have an adverse financial impact upon the Building or Owner; interfere with the management of the Building or interfere with the rights and quiet enjoyment of other residents; knowingly giving the Owner false information regarding income or other factors considered in determining the Resident's rent; failure of the Resident to timely supply all required information on income, family composition, and other eligibility factors of the Resident household, including failure to meet the disclosure and verification requirements for social security numbers and failure to sign and submit wage and claim consent forms.

42. **Change in Rental Agreement.** The Owner may, with the prior approval of HDA, change the terms and conditions of this Lease. Any changes will become effective only at the end of the initial term or successive term. The Owner must notify the Resident of any change and must offer the Resident's new Lease or an amendment to the existing Lease. The Resident must receive the notice at least sixty (60) days before the proposed effective date of the change. The Resident may accept the changed terms and conditions by signing the new Lease or the amendment to the existing Lease and returning it to the Owner. The Resident may reject the changed terms and conditions by giving the Owner written notice that he/she intends to terminate the tenancy. The Resident must give such notice at least thirty-five (35) days before the proposed change will go into effect. If the Resident does not accept the changes or amendment to the Lease, the Owner may require the Resident to move from the Unit as provided in the existing Lease.
43. **Penalties for Submitting False Information.** If the Resident deliberately submits false information regarding income, family composition or other data on which the Resident's eligibility or rent is determined, the Owner may, with HDA approval require the Resident to pay the market rent for as long as the Resident remains in the Unit.
44. **Contents of this Lease.** This Lease and its Attachments make up the entire agreement between the Resident and the Owner regarding the regulations associated with the leasing and occupancy of the Unit.
45. **Charges for Late Payments and Returned Checks.** If the Resident does not pay the full amount of the rent by the end of the 5th day of the month, the Owner may collect a fee of no more than \$25.00 per month as additional rent or such amount as established by local laws, if any, whichever is greater. Further, the Owner may elect to collect a fee of \$25.00 as additional rent for any dishonored payment.
46. **Owner/Resident Compliance.** Owner and Resident agree to fully cooperate and comply with any applicable rules, regulations or directives issued by HDA.
47. **Owner's Authorized Agent.** A duly appointed management company or property manager may act in behalf of Owner in enforcing the terms of this Lease.
48. **Definitions:**

UNIT: Shall mean the Unit to be occupied by Resident pursuant to this Lease.

BUILDING: Shall mean the Building that contains the Unit to be occupied by Resident pursuant to this Lease.

DEVELOPMENT PROPERTY: Shall mean the real and personal property owned by Owner, including the Unit and Building Resident resides in, which are a part of this particular Development.

DEVELOPMENT: Shall include the real and personal property of Owner and all aspects of the maintenance, management and operation of said property that pertain to the Unit to be occupied by Resident and adjoining property which comprises the entire housing project owned by Owner.

RESIDENT: Shall mean the person or persons lawfully entitled to occupy the Unit under the terms of this Lease.

OWNER: Shall mean the owner of the real and personal property of the Development including the beneficiaries of any land trust holding legal title to the Development.

OWNER:

RESIDENT:

BY: _____

BY: **X** _____

Date: _____

BY: _____

BY: _____

BY: _____

DATE: _____

LEASE GUARANTEE

The undersigned, as guarantor, in consideration of Owner entering into the above Lease with Resident hereby guarantees all Monthly Payments to Owner and performance of all other obligations of Resident under this Lease and all contemporaneous and future attachments and amendments thereto. The undersigned acknowledges receipt of a copy of this Lease. Any notice that Owner is required to give Resident under this Lease, including but not limited to notice of default, is deemed given to the undersigned upon Owner giving Resident notice in accordance with paragraph 35 of this Lease, and the undersigned waives any other notice from Owner, if there is more than one guarantor, this liability shall be joint and several.

GUARANTOR

Date

Signature

Date

Signature