

**OLD TOWN SQUARE
LEASE**

ADDRESS _____ APARTMENT # _____

1. DESCRIPTION OF THE PARTIES AND PREMISES

HAB Development (Management), does hereby lease to
_____, (tenant),

the dwelling unit described below, under the terms and conditions stated herein.

Occupancy Date: _____

Household members residing in unit:

HOUSEHOLD MEMBER 1: _____

HOUSEHOLD MEMBER 2: _____

HOUSEHOLD MEMBER 3: _____

HOUSEHOLD MEMBER 4: _____

Occupancy of the dwelling shall be limited to those members of the household listed above. You shall not permit anyone else to live in the dwelling unit without obtaining written consent from Management. This shall not prohibit temporary guests for one week at a time. Guests who stay one week or longer must receive written approval from Management, and all guests must abide by all Management rules.

2. PERIOD OF LEASE AND RENT

This lease is a one (1) year tenancy that renews on an annual basis. The term of this lease is one year beginning on _____ and ends on _____.

3. AMOUNT AND DUE DATE OF RENTAL PAYMENT

Monthly rent of \$ _____ shall be due and payable in advance on the first day of each month beginning _____.

A late charge of twenty-five dollars (\$25.00) will be posted to the Tenant's account if the monthly rent is not received by Management by the close of business on the sixth (6th) day of the month.

4. SECURITY DEPOSIT

You must pay \$_____ as a security deposit unless other subsidy sources dictate through governmental regulation.

The security deposit must be paid in full before receiving the keys to the unit. The deposit will be used to cover the cost of any repairs as a result of damages done by you, members or guests of your household, unpaid utilities, or cleaning required and will be put toward any rent that is due when you move out.

If money is deducted from the security deposit for cleaning, unpaid utilities, damage to the unit, or back rent, you will receive a written statement. This statement will list the deductions. Management may not deduct any portion of the security deposit to cover normal wear and tear of the premises. Normal wear and tear does not include cuts, burns, holes, dents or stains of any size in the floor covering, cabinets, counter tops, doors, woodwork, fixtures or appliances. The deposit, minus any deductions, will be returned after you vacate the unit.

You will be responsible for any charges due HAB Development over and above the security deposit. You will have thirty (30) days to pay any balance owing or legal action will be initiated.

The security deposit will not be returned if a 30-day notice is not submitted in writing to the HAB Development.

It is your responsibility to provide us with your new address.

5. CONTINUED OCCUPANCY

Annually Tenant agrees to furnish, on a timely basis, accurate information to Management as to family income, employment, and composition for use by Management to determine whether Tenant is still eligible for low-rent housing. This determination will be made in accordance with the approved Schedule of Rents and Statement of Income and Occupancy Limits available in Management's office.

Rent is a fixed rent within the HOME rent guidelines and may be changed annually with approval from HAB Development Board of Commissioners.

A Tenant must report to Management if there is a change in family composition or Lessee.

If it is found that the tenant has misrepresented to Management the facts upon which rent is base, this misrepresentation may lead to termination of the tenancy.

A transfer will be required for vision/hearing/mobility impaired units depending upon the following occupancy circumstances:

1. When a non-vision/hearing/mobility impaired individual is residing in a vision/hearing/mobility impaired unit and a vision/hearing/mobility impaired individual needs a vision/hearing/mobility impaired unit.

In addition, continued occupancy will be conditioned by the following objective factors:

- (1) Tenant care of the premises, including cleanliness of the interior, care of exterior landscaping, and care of public spaces and equipment.
- (2) Timely payment of rent and other charges.
- (3) Reports of disturbances by Tenant or guests (whether invited or not).
- (4) Violation(s) of other provisions of the Lease or Handbook.

6. UTILITIES

- a. Each tenant is responsible for his/her own utilities with the exception of water/sewer, which will be paid by Management. It is your responsibility to put utilities in your name before moving into the unit. Payment of utilities are made directly to the utility company.
- b. Tenant agrees to maintain sufficient heat in the dwelling unit to prevent freezing of piped water. If, for any reason, Tenant is unable to maintain sufficient heat, Tenant shall immediately notify Management. Tenant will be charged for any damages resulting from Tenant's failure to maintain sufficient heat in the dwelling. Failure of the Tenant to maintain utility service to the dwelling shall render the dwelling substandard and be cause for termination of the tenancy.
- c. Management shall furnish the following services and equipment without additional cost:
 - SERVICES: Trash removal
 - EQUIPMENT: Stove, refrigerator, dish washer, washing machine, and dryer.

7. TENANT'S RIGHT TO USE AND OCCUPY

Tenant shall have the right to exclusive use and occupancy of the leased premises by the members of the household authorized to reside in the unit in accordance with this lease, including reasonable accommodation of their guests.

Pets are not allowed. Animals which are trained to assist the disabled/handicapped are permitted with no additional security deposit required. Verification will be required for need.

TENANT AGREES:

- a. Not to assign the lease or to sublease the premises.
- b. Not to provide accommodations for boarders or lodgers.
- c. To use the premises solely as a private dwelling for the Tenant and the Tenant's household as identified in the lease, and not to use or permit its use for any other purpose.

- d. To abide by necessary and reasonable regulations promulgated by Management for the benefit and well being of the neighborhood and the Tenant, which such regulations are incorporated by reference in the lease.
- e. To comply with all obligations imposed upon Tenants by applicable provisions of building and housing codes materially affecting health and safety.
- f. To keep the premises and such other areas in a clean and safe condition.
- g. To dispose of garbage, rubbish, and waste from the premises in a sanitary and safe manner.
- h. To use only in a reasonable manner, all electrical, plumbing and facilities.
- i. To refrain from and to cause Tenant's household and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or project.
- j. To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, complex building, facilities, or common areas caused by the Tenant, Tenant's household or guests, whether invited or not, such charges to be in accordance with the Schedule of Repair Charges posted in the Management Office. Maintenance charges will be due and payable 30 days after Management gives written notice to the Tenant.
- k. To conduct oneself and cause Tenant's household and guests to conduct themselves in a manner which will not disturb Tenant's neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe, and sanitary condition.
- l. A Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in criminal activity, including drug related criminal activity, or activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents, on or near premises while the Tenant is a Tenant in the complex, and such criminal activity shall be cause for termination of tenancy.
- m. To occupy the unit on a regular and continuous basis and the tenant family's only place of residence. To notify Management of absences from the unit for periods in excess of one week, 7 days.
- n. To comply with local ordinances and state laws and regulations that apply to the use and occupancy of rental property.

8. RESPONSIBILITIES OF MANAGEMENT

MANAGEMENT AGREES:

- a. To maintain the premises and the project in decent, safe, and sanitary condition.
- b. To comply with requirements of applicable building codes and housing codes.

- c. To make necessary repairs to the premises.
- d. To keep complex buildings, facilities, and common areas not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition.
- e. To maintain in good and safe working order and condition electrical, plumbing, heating, ventilating equipment and appliances supplied by Management.
- f. To provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish, and other waste removed from the premises by Tenant in accordance with Section 7(g) hereof.
- g. To supply running water.

9. HAZARDOUS DEFECTS

In the event that the premises are damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants:

- a. Tenant shall immediately notify the management of the damage.
- b. Management shall be responsible for repair of the unit within a reasonable time, PROVIDED, that if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to the Tenant.

10. INSPECTIONS

- a. Pre-Occupancy/Condition of Premises Report:

Management and Tenant and/or Tenant's representative shall inspect the premises prior to commencement of occupancy by Tenant. Management shall furnish Tenant with a written statement of the condition of the premises, the dwelling unit, and the equipment provided with the unit. The statement shall be signed by Management and Tenant.

- b. Pre-Termination/Move In-Move Out Inspection:

Management shall inspect at the time Tenant vacates the unit and shall furnish Tenant a statement of any cleaning to be done. Tenant and/or Tenant's representative may join in such inspection. When Tenant vacates without notice to management, Management need not have Tenant or Tenant's representative present for this inspection.

- c. Preventative Maintenance Inspection:

Management shall be permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements, or to show the premises for re-leasing. In all other cases, a written statement specifying the purpose of the entry delivered to the premises at least one (1) day before such entry shall be considered reasonable advance notification.

d. Emergency:

Management may enter the premises at any time without advance notification where there is reasonable cause to believe that an emergency exists.

e. Tenant Not Present:

In the event that Tenant and all adult members of the house-hold are absent from the premises at the time of entry, Management shall leave on the premises a written statement specifying the date, time and purpose of entry prior to leaving the premises.

11. LEGAL NOTICES

Except as provided in Section 10 hereof, any notice to Tenant required hereunder will be sufficient if delivered in writing to Tenant personally, or to an adult member of the family residing in the dwelling unit, or if sent by prepaid first class and/or Certified mail, properly addressed to Tenant. Notice to Management shall be in writing and either delivered to a Management employee at HAB Development office or sent by prepaid first class and/or Certified mail properly addressed to Management.

12. TERMINATION OF THE LEASE

a. This lease may be terminated at the end of the 12 month period unless mutually agreed termination of lease between Tenant and Management during the Lease. A thirty day notice must be given by Tenant to Management or Management to Tenant. Tenant agrees to leave the dwelling unit and equipment in the same good and clean state it was in upon initial occupancy, reasonable wear and tear excepted, and to return the keys to Management when vacated.

b. Management may only terminate the tenancy in accordance with the lease and HUD/HOME requirements. During the term of the lease, management may only terminate the tenancy because of:

- (1) Serious or repeated violation of the lease;
- (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- (3) Criminal activity or alcohol abuse as described in paragraph d; or
- (4) Other good cause (as described in paragraph e)

c. Management will follow Montana State Law (M.C.A. 70-24-422) for remedies and notices to noncompliance.

d. Criminal activity or alcohol abuse.

(1) Management may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

- (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents;

- (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
 - (c) Any violent criminal activity on or off the premises; or
 - (d) Any drug-related criminal activity on or off the premises
- (2) Management may terminate the tenancy during the term of the lease if any member of the household is:
- (a) 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; or
 - (b) Violating a condition of probation or parole under Federal or State law.
- (3) Management may terminate the tenancy for criminal activity by a household member in accordance with this section if management determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
- (4) Management may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.
- (5) Management will terminate the lease if management determines that any member of a tenant's household has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing.
- (6) Notice to Post Office: When management evicts an individual or family from a dwelling unit for engaging in criminal activity, including drug-related criminal activity, management shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the dwelling unit. This action will be taken so that the Post Office will terminate delivery of mail for such persons at the unit, and such persons will not return to the development for pickup of the mail.
- d. Other good cause for termination of tenancy
- (1) During the lease term, other good cause for termination of tenancy must be something the family did or failed to do.
 - (2) During the lease term other good cause includes:
 - (a) Disturbance of neighbors,
 - (b) Destruction of property;
 - (c) Living or housekeeping habits that cause damage to the unit or premises; or
 - (d) The tenant's failure to accept the owner's offer of a new lease or revision.
- e. To terminate or refuse to renew tenancy, management must serve written notice upon the tenant specifying the grounds for action at least 30 days before the termination of tenancy.

Management will determine the following noncompliance as non-remediable:

- (1) any tenant action that threatens the health and safety of tenants or management;
- (2) any criminal activity or alcohol abuse as set forth in section d;
- (3) if substantially the same act or omission that constituted a prior noncompliance of which notice was given recurs within 6 months; or
- (4) If the tenant destroys, defaces, damages, impairs, or removes any part of the premises in violation of (M.C.A. 70-24-321)

13. ADDITIONAL PROVISIONS

- a. All personal property of any kind or description whatsoever in the leased premises shall be at the Tenant's sole risk, and Management will not be held liable for any damages done to or loss of such personal property. Management recommends that Tenant have renter's insurance.
- b. If Tenant abandons said property without notifying Management before the term of the lease ends, Management at its option and without notice may enter premises and remove any property of the Tenant therefrom without recourse by the Tenant. Abandonment will constitute a default of the Lease and cause the termination of the Lease.
- c. Tenant acknowledges having received Lease Orientation Training which includes a discussion of the Lease and its terms and receipt of a copy of the Resident Handbook including house rules and charges.

14. ENTIRE AGREEMENT

This Lease, together with the Resident Handbook referred to herein, and any future adjustment of rent or dwelling unit evidences the entire agreement between Management and Tenant. No changes in this Lease shall be made except in writing, signed and dated by both parties. However, Management reserves the right to make changes in the Resident Handbook upon reasonable notice to Tenant. The Tenant acknowledges and agrees he/she has not relied upon any statements, representations, agreement, or warranties, except as are expressed herein.

The Resident handbook shall be a part of this Lease. You can fulfill your obligations under this lease by following the rules and regulations in this Handbook.

IN WITNESS WHEREOF, the parties have executed this Lease agreement

on _____.

HAB DEVELOPMENT

MANAGER

TENANT SIGNATURE

DATE: _____

DATE: _____

I have read and have been given a copy of the Lease and the Resident Handbook and agree to adhere to the terms and conditions thereof during the time of my tenancy.

TENANT SIGNATURE

Lease Attachments

- I. Resident Handbook
- II. Auxiliary Aide Policy
- III. Maintenance Labor Rate Charges

MAINTENANCE LABOR RATE CHARGES
(Effective August 1, 2002)

Charges not on this list will be charged out at time and materials basis with the time charged figured by the hourly rate of the maintenance position classification assigned to do the work or by the actual contract price of the contractor hired to do the job. An overtime rate of 1-1/2 times the hourly rate will be used to calculate charges for after hours work with a 1-hour minimum charge.

LABOR RATES

<u>Position</u>	<u>Rate Per Hour</u>
Maintenance	\$ 20.39
Maintenance II	12.39
Maintenance Painter	19.84
Groundskeeper	12.58

CHARGES

Watering Yards	\$5.10 each occurrence
Shoveling Snow (Labor)	\$5.10 Minimum, \$20.39 per hour
Oil Spots – Flat Charge	\$25.00 each time
Lock change – Flat Charge	\$25.00 each time
Lock Out	\$5.10 during maintenance hours \$30.59 after maintenance hours
Keys	Actual cost plus \$5.10 if delivered
Failure to return checked out key	\$12.00
Cleaning (Labor)	\$12.39 per hour
Cleaning Hallways (Laundry Room) Labor	\$12.39 per hour
Maintenance hourly wage	\$20.39 per hour
Lawn Mowing (Labor)	\$12.58 per hour per man
Prefinished Door (Labor)	\$10.19 per door
Unfinished Door (stain and varnish) Labor	\$20.39 per door
Screens (Labor)	\$5.10 per screen
Garbage Pick-up (1 hour min.)	\$20.39 per hour

Carpet will be replaced based on depreciation of current replacement cost.