

Lease Agreement

This residential lease is made this _____ day of _____, 20 _____
between _____, as Property Manager (referred to as “we” or “us”)
and _____ as Tenant (referred to as “you”).

We lease to you and you rent from us the premises described in Section 1 of this agreement. This agreement is made under the Terms set forth below. In consideration of their mutual promises, the parties above agree as follows:

TERMS

1. Description of Premises

- Single studio with kitchenette/one bathroom Check here if ADA unit
- Single studio without kitchenette/one bathroom
- Two adjoining studios with kitchenette/two bathrooms Check here if ADA unit
- Two adjoining studios without kitchenette/two bathrooms

Designated as unit number _____, located at 555 S Orchard Ave, Ukiah, CA 95482, together with fixtures, accessories, and the appliances and furnishings as described in Section 8.

2. Regulations

This lease and your occupancy of these premises are governed by the Regulations of the State of California, Department of Housing and Community Development (referred to as “the Department”, HOME Investment Partnerships Program (referred to as “the Program”), Title 25 of the California Code of Regulations, Section 8200, et. seq. and the Federal Final Rule 24 CFR Part 92 (Rule). If any terms of this lease are inconsistent or in conflict with the Regulations, then the Regulations shall control. A copy of the Regulations is available for inspection by you during normal business hours at our office.

This lease may not contain any of the prohibited lease terms as specified in HOME Final Rule 24 CFR 92.253 (b).

3. Term

This lease will begin on _____ and end on _____, or until terminated by either you or us as provided in this lease. Upon expiration of the term of the lease, this lease shall



continue as a tenancy from month-to-month. You may terminate this agreement at any point during the term by providing a written minimum thirty (30) days notice to us.

4. Rent

Monthly Amount: The rent for the premises is \$ _____ per month, to be paid by you or on behalf of you to us at the following address: 499 Leslie Street, Ukiah CA 95482.

Your responsibility is to pay \$ _____ per month, which is no more than one third of your income. If a third of your income does not cover the full rent for the premises, it is your responsibility to work with County and RCHDC staff to obtain a subsidy for the balance due. This requirement includes filling out paperwork, income verification, and communicating updates to Live Oak staff. Failure to actively participate in seeking a rental subsidy may result in non-renewal of the lease or violation for failure to pay leading to an eviction.

The above rent amount includes a deduction for the utility allowance for the premises as established by the Program. No cash will be accepted. Rental Payments may only be made in the form of personal check, Cashier's Check, or Money Order.

Pro-rated Partial Month (if applicable): The rent for a partial month will be calculated on a per day basis using the actual number of days in that month. Your rent for the period from _____ through _____ will be \$ _____.

Due Date / Late Charges: Rent shall be paid in advance on or before the first day of each month. If rent is not paid by the end of the 5th day, you will be charged a late rent charge of twenty dollars (\$20.00). There will also be a fifteen-dollar (\$15.00) charge for all returned checks received by the Management Agent / Owner. Payment made for any returned checks may only be made with a Cashier's Check or Money Order. All payments received will first be applied to late fees, any outstanding balance, etc., then to rent owed.

If rent is not paid by the due date (5th) and no arrangements have been made for payment, the Tenant will receive a 3-Day Notice to Pay or Quit.

Rent Increase: We will adjust the rent annually in accordance with the HUD HOME Program rent limits. We will provide you with at least a 30-day written notice prior to the effective date.

5. Security Deposit

You will pay to us in advance of occupying the unit or by arrangement with property manager a security deposit in the amount of \$ _____. No cash will be accepted. Payment may only be made in the form of Cashier's Check or Money Order.

Within 21 days after you have vacated the premises, we will furnish you, by personal delivery or by first-class mail, postage prepaid, a copy of an itemized statement indicating the basis for, and the amount of, any security deposit received and the disposition of the security deposit and shall return any remaining portion of the security deposit to you. If any



deductions for repairs and cleaning are made, along with the itemized statement, we will also include copies of documents showing charges incurred and deducted by us to repair or clean the premises.

California law specifically allows us to use your security deposit for four purposes:

- a) For unpaid rent;
- b) For cleaning the rental unit when you move out, but only to make the unit as clean as it was when you first moved in;
- c) For repair of damages, other than normal wear and tear, caused by you or your guests; and
- d) If the lease or rental agreement allows it, for the cost of restoring or replacing furniture, furnishings, or other items of personal property (including keys), other than because of normal wear and tear.

6. Utilities

The following utilities are included in your rent:

Water Electric Sewer Garbage Internet Phone, internet-based, in room

Additional utilities that in any way alter or change the building are not allowed, including but not limited to satellite and cable.

Utility Allowance: HUD annually publishes HOME rent amounts which include a utility allowance. We will reduce the maximum allowable HOME rents by the amount of the utility allowance provided by the Community Development Commission of Mendocino County.

7. Condition of Premises

You have examined the premises and all fixtures including smoke detectors contained therein, and accept the same as being clean and in operative condition with only those exceptions noted on the Inspection Report.

8. Unit Furnishings

Units are furnished units. The following unit furnishings are included in your Lease. These items are expected to be kept in good repair:

- Microwave Refrigerator Queen/King size bed _____ additional bed(s)
- Television Table with Chair Nightstand Two burner cooktop
- TV Stand w/drawers and small refrigerator Linens (Sheet set, mattress protector, blanket)

No furniture may be brought into the building without prior approval. Only requests made for health-related accommodations will be allowed. Furniture may not be removed from rooms without prior approval.



No waterbeds or water-filled furniture shall be allowed in the unit, except as allowed in writing by us. If such permission is granted, said waterbed or device will be fully lined, and you agree to deposit with us proof of insurance coverage for an amount no less than \$100,000.

9. Use

You shall use the premises as, and only as, your primary place of residence. You shall not cause or permit any illegal activity on the premises or in any part of the common areas or on the property.

The premises shall be occupied only by members of your household, which consists of _____ adults (anyone 18 years of age or older) and _____ children (anyone under 18 years of age) with the following names. You must inform us in writing and receive written approval from us prior to allowing another person to reside in the unit.

Name of Household Member	Date of Birth

The selection criteria for this program sets forth minimum and maximum household sizes for particular units. If, as a result of a change in the number of persons in your household, your household decreases to below the minimum or increases above the maximum allowed we may, with at least 30- days prior written notice, require that you move to an available unit of the appropriate size. You must then execute a new lease prior to occupancy of the new unit.

10. Pets

No animals or pets of any kind shall be kept or allowed on or about the premises at any time, unless pre-approved by management in writing and in accordance of the terms of the Pet Rule Policy. There are no exceptions.



Visitor's pets are not allowed on property unless as a certified ADA service animal and they must provide paperwork upon request.

11. Maintenance

You shall keep the premises and all fixtures, accessories, and appliances in a clean, sanitary, and safe condition. If you or your guests cause or permit damage to the premises or any of the common area, you will be charged for the cost to repair the damage and or if necessary the replacement cost. These charges must be paid within thirty days of the receipt of billing.

12. Remodeling and Alterations

You shall not undertake any remodeling, redecorating, or alteration, including painting and wallpapering, to the premises without receiving our prior written permission.

13. Parking Violations

Vehicles parked in the following areas will be towed immediately without notification at the sole expense of the owner of the vehicle: parking in the fire lanes; blocking other vehicles completely or partially; parking in another person's assigned parking space. Speed limit is not to exceed 5 MPH at any time. There will be no parking of recreational vehicles, trailers, boats, or large trucks on the premises without receiving our prior written authorization.

14. Sublease or Assignment

You shall not sublease or assign this lease or any portion thereof. If you attempt to sublease or assign this lease, this lease shall be null and void and no right to occupy the premises shall arise from any attempted sublease or assignment.

15. Entry and Inspection

We or our agent may enter and inspect the premises after giving reasonable notice to you for:

- a) making necessary or agreed upon repairs;
- b) inspecting for compliance with the terms of this lease;
- c) showing the premises to prospective lenders, purchasers, tenants, contractors, repair workers, or representatives from the Program;
- d) performing contracted pest control services; and
- e) conducting quarterly / annual and any other inspections.



You will be given reasonable advance notice in writing before entry of the unit during normal business hours (generally, 8 am to 5 pm on weekdays). Twenty-four hours or more shall be considered reasonable notice for the purpose of entry. The notice will state the date, approximate time and purpose of entry. We or our agent may enter the premises without notice, if necessary, for reasons related to an emergency such as fire or flooding.

16. Joint Responsibility

You must be 18 years of age or older or an emancipated minor to sign this lease. You acknowledge that this lease is between us and each person executing this lease jointly and individually. In the event of default by any one tenant, each one shall be individually and completely responsible for the full performance of all obligations of tenant under this agreement, jointly with every other tenant, and individually whether or not in possession. In the event of default by any one, each and every person who executed the lease shall be responsible for payment of the total rent stated in Section 4 (Rent) and all other provisions of the lease.

17. Renter's Insurance

We do not provide insurance for your personal property. Tenant(s) agree that the landlord is not responsible for personal injuries or property damage caused by the negligent, willful, or intentional conduct of tenant(s), and/or his/her/their guest or invitees and will not reimburse the tenant for any costs incurred as a result of these activities. This clause does not waive landlord's duty of care to prevent personal injury or property damage when that duty is imposed by law.

18. Termination and Eviction

We may terminate this lease during the lease term period and, if necessary, evict you only with Good Cause. One or more of the following violations constitutes Good Cause:

- a) Failure by the tenant to maintain applicable eligibility requirements under the Program or other eligibility requirements as approved by the Department;
- b) Material noncompliance by the tenant with the lease, including one or more substantial violations of the lease or habitual minor violations of the lease which:
 - i. adversely affect the health and safety of any person or the right of any tenant to the quiet enjoyment of the leased premises and related Project facilities;
 - ii. substantially interfere with the management, maintenance, or operation of the premises or
 - iii. result from the failure or refusal to pay, in a timely fashion, Rent or other permitted charges when due. Failure or refusal to pay in a timely fashion is a minor violation if payment is made during the 3-day notice period;
- c) Material failure by the tenant to carry out obligations under federal, state or local law;
- d) Subletting by the tenant of all or any portion of the unit;



- e) 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;
- f) Any other action or conduct of the tenant constituting significant problems that can be reasonably resolved only by eviction of the tenant, provided the tenant has been previously notified in writing that the conduct or action in question would be considered cause for eviction. Examples of action or conduct in this category include the refusal of a tenant, after written notice, to accept reasonable rules or any reasonable changes in the lease or the refusal to recertify income or household size;

19. Legal Fees

If any legal action be brought by either party to enforce the terms of this Rental Agreement / Lease, the prevailing party is entitled to all costs incurred in connection with such an action, including reasonable attorney fees as awarded by the court.

20. Waiver

Our failure to insist upon the strict performance of the terms, covenants, agreements, and conditions contained herein, or any of them, shall not constitute or be construed as a waiver or relinquishment of our right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

21. Income Certification and Recertification

Your eligibility to occupy this unit is based on information that you have provided to us regarding your household income and assets. Each year, you agree to provide updated information on forms we provide to you. You agree that all such information regarding household income and assets that you have provided to us is true, complete, and correct to the best of your knowledge. You further agree that failure to provide such information, or providing false or misleading information, may result in the termination of your occupancy and eviction from the premises. You agree that all information supplied by you shall be subject to inspection by representatives from the program.

22. Abandonment of a Unit

If the owner/agent and/or property staff does not receive written notice of an extended absence from the tenant, the owner/agent and/or property staff shall consider the household to have abandoned the unit if any of the following occur:

- a) The owner/agent and/or property staff or property staff has reason to believe the unit is no longer occupied.
- b) Another resident or staff reports/confirms that there has been activity that indicates that the resident has moved.
- c) Rent is more than fourteen (14) days past due and there has been no contact from the resident or the resident's representative as appropriate.
- d) The household has not acknowledged or responded to requests for communication and/or meetings.



- e) The owner/agent has sought and obtained a court order to enter the unit in the case of suspected abandonment.
- f) The owner/agent has credible information to believe the sole household member has been incarcerated, admitted for extended hospitalization or has died.

Subject to local tenant/landlord requirements, if a unit is thought to be abandoned, property staff will:

- a) Attempt to contact the residents by phone or other communication for one (1) business day.
- b) Enter the unit to conduct an emergency inspection.

If household members do not respond to the property staff's attempts to contact the resident, the owner/agent and/or property staff will take appropriate steps to have the unit declared abandoned. The owner/agent and/or property staff will take legal action, including termination of assistance, and eviction.

23. Additional Lease Provisions

Additional provisions as checked are incorporated, attached to, and made a part of, this lease.

- | | |
|---|---|
| <input type="checkbox"/> Code of Conduct | <input type="checkbox"/> Appliance Use and Rules |
| <input type="checkbox"/> Pet Rule Policy | <input type="checkbox"/> Pest Control Addendum |
| <input type="checkbox"/> Reasonable Accommodation Policy | <input type="checkbox"/> Restrictions on BBQs and the Storage of Flammable Substances |
| <input type="checkbox"/> Section 504 Grievance Procedures | <input type="checkbox"/> Release of Information |
| <input type="checkbox"/> Tenant Grievance Procedures and Report | <input type="checkbox"/> Homeless Management Information System Intake Form |
| <input type="checkbox"/> Smoke Detector Agreement | <input type="checkbox"/> Housekeeping Guidelines |
| <input type="checkbox"/> Service Request Procedure | |

Additional information about our program's policies and procedures is available on our website: www.projecthomekeymendocino.org. This program manual is reviewed and updated regularly for quality improvement purposes.

24. Disclosure

Background checks will be done on all of our Tenants and adult members of their household. It is expected that any criminal history be disclosed at this time. Undisclosed information may result in eviction.



25. Acknowledgment

As consideration for your continued fulfillment of the terms and conditions of this lease, we agree that you may, during the effective period of this lease, have and enjoy the use of the premises described above.

Tenant(s):

Name

Date

Name

Date

Name

Date

Name

Date

Owner / Manager / Agent:

Name

Date

Title

