

**LEASE AGREEMENT**

1. Parties and Dwelling Unit:

A. The parties to this Agreement are the \_\_\_\_\_ hereinafter referred to as “\_\_\_\_\_/” and \_\_\_\_\_ hereinafter referred to as “Tenant(s).” The Authority leases to Tenant(s), Unit # \_\_\_\_ at \_\_\_\_\_, River Falls, Wisconsin, 54022.

The following individuals are authorized household members under the terms of this Lease Agreement to reside in this Unit:

| <u>Household Member</u> | <u>Age</u> | <u>Household Member</u> | <u>Age</u> |
|-------------------------|------------|-------------------------|------------|
| _____                   | _____      | _____                   | _____      |
| _____                   | _____      | _____                   | _____      |
| _____                   | _____      | _____                   | _____      |
| _____                   | _____      | _____                   | _____      |

B. Term (Length) of Lease: The initial term of this Agreement shall be one year, beginning on **April 1, 2016** and ending on **March 31, 2017**. After the initial term ends, the Agreement shall continue for successive month to month terms unless otherwise terminated as permitted by this Agreement.

2. Rental Amounts:

- A. Tenant agrees to pay **\$0.00** for the period beginning N/A and ending N/A.
- B. Effective **April 1, 2016**, Tenant agrees to pay the rental amount of **\$50.00** (Net Family Contribution) per month.
- C. Tenant agrees to pay **additional monthly charges** as specified in attached addendums.
- D. All rents and charges are due, in full, on the First day of the month, to \_\_\_\_\_ located at \_\_\_\_\_, River Falls WI 54022.

3. Changes in Tenant’s Share of the Rent:

Tenant agrees that the amount of rent Tenant pays may change during the term of this Agreement if:

- A. The income, the number of persons in Tenant’s household or other factors considered in calculating Tenant’s rent change and HUD procedures provide that Tenant’s rent or assistance payment be adjusted to reflect the change;
- B. Changes in Tenant’s rent are required by HUD’s recertification or subsidy termination procedures;
- C. Federal law or regulations or HUD’s procedures for computing rent changes Tenant’s rent;
- D. Tenant fails to provide information on his/her income, family composition or other factors as required by The Authority.

The Authority agrees to implement changes in Tenant’s rent in accordance with the time frames and administrative procedures set forth in HUD’s handbooks, instructions, and regulations related to administration of multifamily subsidy programs. The Authority agrees to give Tenant at least 30 days advance written notice of any increase in Tenant’s rent except as otherwise provided for in this Agreement. The Notice shall state the new amount Tenant is required to pay, the date the new amount is effective, and the reasons for the change in rent. The Notice shall also advise Tenant that he/she may meet with The Authority to discuss the rent change.

4. Charges for Late Payments and Returned Checks:

- A. If Tenant does not pay the full amount due by five o'clock (5:00) pm on the 10th day of the month, a late fee of \$25.00 shall be assessed.
  - (a) If the tenth day of the month falls on a Saturday, Sunday or holiday, rent shall be due the Friday before the tenth day of the month.
  - (b) If the tenth day of the month falls on a Tuesday or Thursday, rent shall be due by 12:30, which is close of business.
- B. If Tenant's payment is returned by the bank for any reason, a fee of \$10.00 shall be assessed for each check returned. Additionally a late fee of \$25.00 shall be assessed if Tenant does not make good the payment by money order on or before the 10th.

5. Condition of Dwelling Unit:

- A. Tenant acknowledges that the unit is safe, clean, and in good condition. Tenant agrees that all appliances and equipment in the unit are in good working order, except as described on the Move-In Inspection conducted with The Authority at Move-In.
- B. Tenant shall have seven (7) days after the first day of the term of this Agreement to further inspect the unit and notify The Authority of any damages or defects in the unit. Tenant acknowledges that The Authority has made no promises to decorate, alter, repair or improve the unit, except as listed on the Move-In Inspection Report.

6. Other Charges:

- A. Tenant shall be charged an annual fee if an Air Conditioner is installed in the unit. The fee is payable in June of each year. Such fee is subject to change per Attachment 2 Excess Utilities, of this lease.
- B. Tenant shall be charged a monthly fee for any appliances Tenant brings into the unit. Such appliances include, but are not limited to: Washer, Dryer, Freezer, and Dishwasher. The \_\_\_\_\_ must be notified of such additions prior to installation. Such fees are subject to change per Attachment 2 Excess Utilities of this lease.
- C. Tenant shall be charged for repair of damages to the leased premises or \_\_\_\_\_ property caused by Tenant, Tenant's household, or guests. Any charges billed to Tenant shall be payable within 30 days of the notice of charges.

7. Charges for Utilities:

See Attachment 2, Excess Utility Schedule.

8. Security Deposits:

- A. Tenant shall deposit \$500.00 with \_\_\_\_\_. \_\_\_\_\_ shall hold this Security Deposit for the period Tenant occupies the unit. Interest shall not be paid on Security Deposits.
- B. After Tenant has vacated the unit, \_\_\_\_\_ shall inspect the unit and complete a Move-Out Inspection Report. Tenant may participate in the inspection. \_\_\_\_\_ shall refund to Tenant the amount of the Security Deposit less any amount needed to pay the cost of:
  - 1. Unpaid rent and other charges for which Tenant is legally responsible
  - 2. Tenant Damage, waste, or neglect, not due to normal wear and tear and not listed on the Move In Inspection Report
  - 3. Payment which Tenant owes under the rental agreement for utility service provided by \_\_\_\_\_ but not included in the rent.
  - 4. Payment that the Tenant owes for direct utility service provided by a government-owned utility, to the extent that the landlord becomes liable for the Tenant's nonpayment.
  - 5. Unpaid monthly municipal permit fees assessed against the Tenant by a local unit of government under s. 66.0435 (3) , to the extent the Authority becomes liable for the Tenant's nonpayment.

6. Any other charges owed by Tenant under the terms of this Lease Agreement, as provided in the Nonstandard Rental Provisions, if any, which are attached hereto and incorporated herein by reference.

C. The \_\_\_\_\_ agrees to refund the Security Deposit within 21 days after any of the following:

1. If the Tenant vacates the premises on the termination date of the rental agreement, the date on which the Tenant's rental agreement terminates.
2. If the Tenant vacates the premises before the termination date of the rental agreement, the date on which the Tenant's rental agreement terminates or, if the \_\_\_\_\_ rerents the premises before the Tenant's rental agreement terminates, the date on which the new tenant's tenancy begins.
3. If the Tenant vacates the premises after the termination date of the rental agreement, the date on which the \_\_\_\_\_ learns that the tenant has vacated the premises.
4. If the Tenant is evicted, the date on which a writ of restitution is executed or the date on which the \_\_\_\_\_ learns that the Tenant has vacated the premises, whichever occurs first.

If Tenant surrenders the premises without leaving a forwarding address, The \_\_\_\_\_ shall mail the security deposit to Tenant's last known address. The \_\_\_\_\_ shall also give Tenant a written list of charges that were subtracted from the deposit. The \_\_\_\_\_ agrees to meet with Tenant and informally discuss any disputed charges.

D. The \_\_\_\_\_ shall return any security deposit in the form of a check, draft or money order payable to all Tenants who are parties to the rental agreement, unless Tenants designate a payee in writing.

9. Occupancy of Dwelling Unit:

- A. Tenant shall live in the unit and the unit must be Tenant's only place of residence.
- B. Tenant shall use the premises only as a private dwelling for himself/herself and the individuals listed in Section 1.A.
- C. Tenant may have (one or multiple) guests or visitors for a period not to exceed 14 consecutive days without the written consent of Management. Tenants may not have (one or multiple) guests reside in the unit in excess of 28 days total, per year. Upon written request to The Authority permission may be granted for a limited extension of this provision.
- D. This provision does not exclude reasonable accommodations of Tenant's guests, Foster children or Live-in care for a member of Tenant's household.
- E. Tenant shall abide by all federal regulations as adopted and may be implemented by The \_\_\_\_\_ for the benefit and well-being of The \_\_\_\_\_, its property and tenants.
- F. Advanced written approval of The \_\_\_\_\_ is required for any additions to the household members named on the Lease, including Live-in Aides and foster children, but excluding natural births. Such approval shall be granted only if a unit of the appropriate size is available. Disclosure and verification of social security numbers is required. Permission to add Live-in Aides and foster children shall not be unreasonably refused.
- G. Tenant shall not allow any additional persons to move into the unit until The \_\_\_\_\_ approves such additional persons.
- H. Tenant shall report deletions (for any reason) of any household member(s) named on the Lease in writing, within ten (10) days of occurrence.

Failure on the part of Tenant to comply with these provisions is a serious violation of the material terms of Tenant's Lease, for which The \_\_\_\_\_ may terminate the Lease in accordance with Tenant's Lease Agreement.

10. The \_\_\_\_\_ Obligations:

- A. To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety

- B. To make necessary repairs to the premises
- C. To keep Development buildings, facilities, grounds and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean, safe and sanitary condition
- D. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilation and other facilities and appliances, including elevators, supplied or required to be supplied by the
- E. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of Tenant) for the deposit of garbage, recycling and other waste removed from the premises by Tenant.
- F. To provide for collection and removal of trash, recycling, and garbage.

11. Tenant's Obligations:

- A. To not sublet or assign the premises or any part of the premises
- B. To not provide accommodations for boarders or lodgers in accordance with Section 9.
- C. To use the premises solely as a private dwelling for Tenant and Tenant's household as identified in Section 1.A. and not to permit its use for any other purpose
- D. To abide by necessary and reasonable regulations made and adopted by the  
for the benefit and well-being of the Development and Tenants, which may be promulgated and posted in The
- 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 as may be assigned for Tenant's exclusive use in a clean and safe condition. Also, to keep all entrances and walkways exclusively used by Tenant free from hazards and trash and to keep the yard free of debris and litter
- G. To dispose of all garbage, rubbish, recyclables, and other waste from the premises in a sanitary and safe manner
- H. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, elevators and other 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 unit or Development
- J. To pay reasonable charges for the repair of damages (other than for normal wear and tear) to the unit, Development buildings, facilities or common areas caused by the negligence of, or improper use by, Tenant, Tenant's household, or guests
- K. To conduct himself or herself and cause other persons who are on the premises with Tenant's consent to conduct themselves in a manner which shall not disturb Tenant's neighbors' peaceful enjoyment of their accommodations and to be conducive to maintaining the Development in a decent, safe, and sanitary condition
- L. To act in a cooperative manner with neighbors and The
- M. To refrain from and to cause Tenant's household and guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and
- N. To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises
- O. To avoid obstructing sidewalks, areaways, galleries, passages, elevators, and stairs and to avoid using these for any purpose other than entry and exit of the premises
- P. To refrain from erecting or hanging radio or television antennas or satellite dishes on or from any part of the unit. In Family units, upon prior written approval by The , a satellite dish may be installed in the yard



- A. Tenant shall immediately notify The \_\_\_\_\_ of the damage. If the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent Tenant shall notify The \_\_\_\_\_ of the intent to abate rent.
- B. Tenant shall continue to pay full rent, minus the abated portion of the rent that is agreed upon by The \_\_\_\_\_, during the time in which the defect remains uncorrected.
- C. The \_\_\_\_\_ shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant. If the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant.
- D. The \_\_\_\_\_ shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. The \_\_\_\_\_ is not required to offer Tenant a replacement unit if the hazardous condition was caused by Tenant, household members, or guests.
- E. Tenant shall accept any replacement unit offered by The \_\_\_\_\_.
- F. In the event repairs cannot be made by The \_\_\_\_\_, and alternative accommodations are unavailable, rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if the damage was caused by Tenant, household members, or guests.
- G. If The \_\_\_\_\_ determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, and safety of Tenant, and alternative accommodations are refused by Tenant, this Lease shall be terminated, and any rent paid during the time in which the defect remains uncorrected, shall be refunded to Tenant.

13. Damages:

- A. The Authority shall not hold Tenant liable for wear and tear to a unit which is normally caused by time or regular, proper usage.
- B. Tenant agrees to pay for repair of damages to the leased premises or \_\_\_\_\_, property caused by Tenant, household, or guests. Such charges shall be billed to Tenant and shall specify the items of damages involved, corrective action taken, and the cost thereof.
- C. Tenant agrees to pay the cost of repairs within 30 days after receipt of The \_\_\_\_\_ invoice.
- D. The \_\_\_\_\_ agrees to accept rental money without regard to any other charges owed by Tenant to The \_\_\_\_\_ and to seek separate legal remedy for the collection of any other charges which may accrue to The \_\_\_\_\_ from Tenant.

14. Restrictions on Alterations:

Tenant agrees not to do any of the following without first obtaining The \_\_\_\_\_ written permission:

- A. Change or remove any part of the appliances, fixtures, or equipment in the unit
- B. Paint or install wallpaper or contact paper in the unit
- C. Attach awnings or window guards in the unit
- D. Attach or place any fixtures, signs, or fences on the unit, building(s), common areas, or grounds
- E. Attach any shelves, screen doors, or other permanent improvements on the unit, building(s), common areas, or grounds
- F. Install washing machines, dryers, fans, heaters, or air conditioners (unless installed per \_\_\_\_\_ Policy as found in House Rules)
- G. Place any aerials, antennas, satellite dishes, or other electrical connections on the unit, building(s), common areas, or grounds. Upon prior written approval by The \_\_\_\_\_ a satellite dish may be installed in the yard
- H. Drive nails, tacks, pins, or screws into the walls, partitions or woodwork of the unit (standard picture hangers are permitted)
- I. Change or install locks on any door
- J. Enter in to any contract for construction, repair or improvement or work to be done or material to be furnished on, in or to the unit, building(s), common areas, or grounds

15. Reasonable Accommodation for Persons with Disabilities:

The \_\_\_\_\_ agrees to provide reasonable accommodation to an otherwise eligible Tenant's disability, including making changes to rules, policies, or procedures and making and paying for structural alterations to a unit or common area(s). The \_\_\_\_\_ is not required to provide accommodations that constitute a fundamental alteration to The \_\_\_\_\_ program or which would pose an unreasonable financial and administrative hardship. See the regulations at 24 CFR Part 8. In addition, if a requested structural modification poses an unreasonable financial and administrative hardship, The \_\_\_\_\_ must then allow Tenant to make and pay for the modification in accordance with the Fair Housing Act Amendments.

16. Rules:

Tenant shall obey House Rules, which are Attachment 1 to this Agreement. Tenant agrees to obey all additional rules established after the effective date of this Agreement if the rules are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of Tenants, and Tenant receives written notice of the proposed rule at least 30 days before the rule is enforced.

17. Prohibited Activities:

SEE NONSTANDARD RENTAL REGULATIONS ATTACHED

18. Regularly Scheduled Recertification:

Annually, The \_\_\_\_\_ shall request Tenant to report the income and composition of Tenant's household and to supply any other information required by HUD for the purposes of determining Tenant's rent and assistance payment, if any, and for determining whether the dwelling size is still appropriate for Tenant's needs. Any such determination shall be made in accordance with the Admissions to and Continued Occupancy of Policy and HUD regulations, which is posted in the office of The \_\_\_\_\_.

Annually, The \_\_\_\_\_ will offer Tenant a choice of Income-Based Rent or Flat Rent. If Tenant elects to pay income-based rent, the rent will remain in effect for the period between regularly scheduled re-examinations except as stated in Section 19 of the Lease Agreement.

- A. Tenant agrees to provide accurate statements of this information by the date specified in The \_\_\_\_\_ request. The \_\_\_\_\_ shall verify the information supplied by Tenant and use the verified information to re-compute the amount of Tenant's rent and assistance payment, if any.
- B. If Tenant does not submit the required recertification information by the date specified in The \_\_\_\_\_ request, The \_\_\_\_\_ may:
  1. Implement any increase in rent resulting from the recertification processing without providing the 30-day notice otherwise required by this Agreement, or
  2. Terminate the tenancy in accordance with Section 27 of this lease.
- C. If it is found that Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that should have been charged, The \_\_\_\_\_ may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
- D. Tenant agrees to provide annual certification of exemption from or participation in Community Service and Self Sufficiency Requirements (Attachment 7).

Tenant may request to meet with The \_\_\_\_\_ to discuss any change in rent or assistance payment resulting from the recertification processing. The \_\_\_\_\_ agrees to meet with Tenant and discuss how Tenant's rent and assistance payment, if any, were computed.

19. Reporting Changes Between Regularly Scheduled Recertification:

- A. Tenant agrees to complete an interim rent change within ten (10) days if/when:
  1. Any household member moves out of the unit
  2. An adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment
  3. The household's cumulative income increases

- B. Any decrease in income or any change in other factors considered in calculating Tenant's rent may be reported:
1. If The \_\_\_\_\_ has confirmation that the decrease in income or change in other factors shall last less than one month, a rent change shall not be implemented.
  2. If Tenant's income shall be partially or fully restored within two months, the \_\_\_\_\_ may delay the certification process until the new income is known. Any rent reduction shall be retroactive and the \_\_\_\_\_ shall not terminate tenancy for nonpayment of rent during this period between the reported decrease and the completion of the certification process. Tenant has 30 days after receiving written notice of any rent due for the above described time period to pay or the \_\_\_\_\_ can terminate tenancy for nonpayment of rent in accordance with Section 27 of this lease.
- C. Unless The \_\_\_\_\_ has confirmation that the decrease in income or change in other factors shall last less than one month, The \_\_\_\_\_ shall verify the information and make the appropriate reduction.
- D. If Tenant's income shall be partially or fully restored within two months, The \_\_\_\_\_ may delay the certification process until the new income is known. Any rent reduction shall be retroactive and The \_\_\_\_\_ shall not terminate tenancy for nonpayment of rent during the period between the reported decrease and the completion of the certification process. Tenant has 30 days after receiving written notice of any rent due for the above described time period to pay or The \_\_\_\_\_ may terminate tenancy for nonpayment of rent in accordance with Section 27 of this lease.
- E. Tenant shall be notified in writing of any rent adjustment due to the situations described above. All notices shall state the effective date of the rent adjustment.
- F. In the case of a rent decrease, the adjustment shall become effective on the first day of the month following the reported change in circumstances or change in Federal law or regulations, provided Tenant reported the change in a timely manner, as specified above (when change is based on new circumstances).
- G. In the case of a rent increase, due to an increase in income after a prior rent reduction and is reported within ten (10) days of occurrence, the increase shall become effective the first day of the 2nd month following the month in which the change was reported.
- H. In the case of a rent increase due to a change in Federal law or regulations, the increase shall become effective the first day of the 2nd month following the month in which The \_\_\_\_\_ notifies Tenant of the law or regulatory change.
- I. In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), The \_\_\_\_\_ shall apply the increase in rent retroactive to the first of the month following the month in which the change occurred.
- Tenant may request to meet with The \_\_\_\_\_ to discuss any change in rent or assistance payment resulting from the recertification processing. The \_\_\_\_\_ agrees to meet with Tenant and discuss how Tenant's rent and assistance payment, if any, were computed.

20. Tenant Obligation to Repay:

If Tenant submits false information on any application, certification, or request for interim adjustment or does not report interim changes in family income or other factors as required by this Lease Agreement, and as a result, is charged a rent less than the amount required by HUD's rent formulas, Tenant agrees to reimburse The Authority for the difference between the rent he/she should have paid and the rent he/she was charged. Tenant is not required to reimburse The \_\_\_\_\_ for undercharges caused solely by The \_\_\_\_\_ failure to follow HUD's procedures for computing rent or assistance payments. The \_\_\_\_\_ reserves the right to terminate tenancy if Tenant does not pay the correct amount of rent once the rent is correctly calculated.

21. Inability to Comply with Lease:

- A. If, during the term of this Lease, Tenant, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and cannot make arrangements for someone to aid

him/her in complying with the Lease, and The \_\_\_\_\_ cannot make any reasonable accommodation that would enable Tenant to comply with the Lease; then, The \_\_\_\_\_ shall terminate the Lease in accordance with Section 27 of this Lease Agreement.

- B. At the time of admission, all Tenants must identify the family member(s) to be contacted if they become unable to comply with the Lease terms. The designated family member shall sign the Responsible Person Agreement and maintain updated contact information.

22. Size of Dwelling:

Tenant understands that HUD requires The \_\_\_\_\_ to assign units in accordance with The written occupancy standards. These standards include consideration of unit size, relationship of family members, age and sex of family members and family preference. If Tenant is or becomes eligible for a different size unit, and the required size unit becomes available, Tenant agrees to move within 30 days after notification that a unit of the required size is available within the Development.

23. Entry of Premises During Tenancy:

- A. Tenant agrees that the duly authorized agent, employee, or contractor of The \_\_\_\_\_ shall be permitted to enter Tenant's dwelling during reasonable hours (8 a.m. – 5 p.m.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for re-leasing.
- B. When Tenant calls to request maintenance on the unit, Tenant's request for maintenance shall constitute permission to enter.
- C. The \_\_\_\_\_ shall give Tenant at least 24 hours written notice that The \_\_\_\_\_ intends to enter the unit.
- D. The \_\_\_\_\_ may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.
- E. If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, The \_\_\_\_\_ shall leave in the dwelling unit a written statement specifying the date, time, and purpose of entry prior to leaving the dwelling unit.

24. Inspections:

- A. Move-in inspections: The \_\_\_\_\_ and Tenant shall jointly inspect the unit prior to occupancy and complete a move in inspection. The \_\_\_\_\_ shall note the condition of the unit and equipment provided by The \_\_\_\_\_. The Inspection shall be signed by both The \_\_\_\_\_ and Tenant and a copy shall be retained in Tenant's file.
- B. Annual and other inspections: The \_\_\_\_\_ shall inspect the unit at least annually to check for needed maintenance, tenant housekeeping and lease compliance. The \_\_\_\_\_ shall provide written notice of date of the inspection.
- C. Move-out inspections: The \_\_\_\_\_ shall inspect the unit at the time Tenant moves out. A written statement of the charges, if any, for which Tenant is responsible, shall be mailed to Tenant's forwarding address. Tenant or Tenant's representative may participate in the move out inspection.

25. Change in Lease Agreement:

- A. The \_\_\_\_\_ may, with the prior approval of HUD, change the terms and conditions of Tenant's Agreement. Changes shall become effective only at the end of a term.
- B. The \_\_\_\_\_ must notify Tenant at least 60 days before any change and must offer Tenant a new Lease Agreement or an amendment to the existing Lease Agreement.
- C. Tenant may accept the changed terms and conditions by signing the new Lease Agreement or the amendment to the existing Lease Agreement and returning it to The \_\_\_\_\_.
- D. Tenant may reject the changed terms and conditions by giving The \_\_\_\_\_ written notice that he/she intends to terminate tenancy. Tenant must give such notice at least 30 days before the proposed change shall go into effect. If Tenant does not accept the amended agreement, The \_\_\_\_\_ may require Tenant to surrender the unit.

26. Discrimination prohibited:

The \_\_\_\_\_ shall not discriminate based upon race, color, religion, creed, national origin, sex, age, familial status, disability, ancestry, marital status, sexual orientation or lawful source of income.

27. Termination of Tenancy:

A. Termination by Tenant:

1. To terminate this Lease Agreement after one (1) complete year of tenancy, the Tenant must give the \_\_\_\_\_ 30-days written notice before the end of a rental period, which, after a complete year tenancy, would be the end of a month. If the tenant does not give the full 30-day notice, the Tenant shall be liable for rent up to the end of the 30 days for which notice was required or to the date the unit is re-rented whichever date comes first.
2. The Tenant shall leave the unit in a clean and good condition and return the keys to Management when the Tenant moves out. Failure to provide proper written notice or failure to leave the unit in a good and clean condition or failure to return the keys to the \_\_\_\_\_ may result in additional charges to the Tenant.

B. Termination by \_\_\_\_\_

1. Cause for Termination - Any termination of the Lease Agreement by the \_\_\_\_\_ must be carried out in accordance with HUD regulations, State and Local law, and the terms of this Lease Agreement. The \_\_\_\_\_ may terminate this Lease Agreement for:
  - (a) Tenant's noncompliance with the terms of this Lease Agreement
  - (b) Tenant's failure to carry out obligations under any State Landlord and Tenant laws.
  - (c) Other good cause, which includes but is not limited to, the Tenant's refusal to accept the \_\_\_\_\_ proposed change to this Lease Agreement, or the Tenant's inability to comply with the Lease Agreement
  - (d) If the signer(s) of the Lease is no longer a member of the Tenant's household, this Lease shall terminate. A new Lease shall be executed and signed by all adult remaining members of the household if those persons have not violated the terms and provisions of the Lease and the family continues to be eligible for low-income housing.
  - (e) If the Tenant transfers to another unit operated by the \_\_\_\_\_ this Lease shall terminate and a new Lease shall be executed for the unit into which the Tenant moves.
2. Notice of Termination by \_\_\_\_\_ - If the \_\_\_\_\_ proposes to terminate this Agreement, the \_\_\_\_\_ agrees to give Tenant written notice of the proposed termination. Notices of proposed termination must be given in accordance with any time frames set forth in State and local law. Any HUD-required notice period may run concurrently with any notice period required by State or local law.

All termination notices must:

- (a) Specify the date this Agreement shall be terminated
  - (b) State the grounds for termination with enough detail for the Tenant to prepare a defense.
  - (c) Advise the Tenant that he/she has ten (10) days within which to discuss the proposed termination of tenancy with the \_\_\_\_\_. The 10-day period shall begin on the earlier of the date the notice was hand-delivered to the unit or the day after the date the notice is mailed. If the Tenant requests the meeting, the \_\_\_\_\_ agrees to discuss the proposed termination with the Tenant in accordance with the \_\_\_\_\_ Grievance Procedure; and
  - (d) Advise the Tenant of his/her right to defend this action in court.
3. Timing of Notice - The \_\_\_\_\_ Termination Notice shall be given in accordance with the following schedule:
    - (a) Failure to pay rent. If a Tenant fails to pay any installment of rent when due, the Tenant's tenancy is terminated if the \_\_\_\_\_ gives the Tenant notice requiring the Tenant to pay rent or vacate on or before a date at least five (5) days after the giving of the notice and if the Tenant fails to

- pay accordingly. If the Tenant has been given such a notice and has paid the rent on or before the specified date, or been permitted by the \_\_\_\_\_ to remain in possession contrary to such notice, and if within one year of any previous default in payment of rent for which notice was given the Tenant fails to pay a subsequent installment of rent on time, the Tenant's tenancy is terminated if the \_\_\_\_\_ while the Tenant is in default in payment of rent, gives the Tenant notice to vacate on or before a date at least 14 days after the giving of the notice.
- (b) **Waste/Breach of Lease.** If a Tenant commits waste, causes damages, violates local housing code, or breaches any term or condition of this Lease Agreement, other than for paying rent, the Tenant's tenancy is terminated if the \_\_\_\_\_ gives the Tenant a notice requiring the Tenant to remedy the default or vacate the premises on or before a date at least five (5) days after the giving of the notice, and if the Tenant fails to comply with such notice. Tenant is deemed to be complying with the notice if promptly upon receipt of such notice the Tenant takes reasonable steps to remedy the default and proceeds with reasonable diligence or if damages are adequate protection for the \_\_\_\_\_ and the Tenant makes a bona fide and reasonable offer to pay the \_\_\_\_\_ all damages for the Tenant's breach. If within one year from the giving of any such notice, the Tenant again commits waste or breaches the same or any other term of the Tenant's Lease, other than for payment of rent, the Tenant's tenancy is terminated if the \_\_\_\_\_ prior to the Tenant's remedying the waste or breach, gives the Tenant notice to vacate on or before a date at least 14 days after the giving of such notice.
- (c) **Criminal or Drug Activity:** See Prohibited Activities Nonstandard Rental Provisions (attached).
- (d) 30 days in all other cases.
4. **Termination Based on Domestic Violence:**
- (a) An incident of actual or threatened domestic violence, dating violence, or stalking shall not be construed as a serious threat or repeated violation of the lease by the victim or threatened victim of that violence and shall not be good cause for terminating the tenancy. Furthermore, criminal activity directly relating to domestic violence, dating violence or stalking engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of the tenancy, if and only if, the tenant or immediate member of the tenant's family is a victim of that domestic violence dating violence or stalking.
- (b) The \_\_\_\_\_ shall not terminate or refuse to renew the Lease and shall not terminate tenancy or a member of Tenant's household from the dwelling unit if the Tenant or household member is a victim of actual or threatened "domestic violence, dating violence, or stalking," as those terms are defined by the \_\_\_\_\_ Admission and Occupancy Policies.
- (c) Pursuant to Federal law, the \_\_\_\_\_ may bifurcate this Lease in order to remove, or terminate the assistance to any person who is a Tenant or a lawful occupant under this lease when such person engages in criminal acts of physical violence against family members or others, on or off the premises. The Authority may take such action without removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the Tenant or is a lawful occupant under this Lease.
- (d) Notwithstanding anything to the contrary contained in the paragraphs above, the \_\_\_\_\_ may terminate the Lease if it can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the Development in which the unit is located, if the Tenant's tenancy is not terminated.
- (e) Notwithstanding anything to the contrary contained in the paragraphs above, a victim tenant who allows a perpetrator to violate a court order relating to the act or acts of violence is subject to lease termination. A victim tenant who allows a perpetrator who has been barred from \_\_\_\_\_ property to come on the said property, including but not limited to the victim's apartment and any other area under their control, is subject to lease termination.

- (f) Nothing in this section shall prohibit the \_\_\_\_\_ from terminating the Lease based on a violation of this lease not involving domestic violence, dating violence, or stalking against Tenant or household member.

28. Hazards:

Tenant shall not undertake, or permit household or guests to undertake, any hazardous acts or do anything that shall increase the Development's insurance premiums. If the unit or the Development is damaged by fire, wind or rain to the extent that the unit cannot be lived in and the damage is not caused or made worse by Tenant, Tenant shall be responsible for rent only up to the date of the destruction. Additional rent shall not accrue until the unit has been repaired to a livable condition.

29. Vacating or Abandonment the Unit and Property Left Behind by Tenant :

If Tenant vacates the unit either voluntarily or by lease termination, abandons the unit, is evicted, or is absent from the premises for a period of 28 consecutive days without prior notice to The \_\_\_\_\_ and fails to pay rent when due, The \_\_\_\_\_ may deem the unit abandoned. The \_\_\_\_\_ shall not store any personal property left behind by the Tenant when the Tenant vacates the unit, either voluntarily or by lease termination, or abandons the premises, except as required under Wis. Stat. 704.05(5), with respect to medical items. Costs for storage and disposal shall be assessed against the former Tenant.

30. Waivers:

- A. No delay or failure by The \_\_\_\_\_ in exercising any right under this Lease Agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.
- B. Acceptance of rent with knowledge of good cause for termination of the Lease shall not be considered a waiver of The \_\_\_\_\_'s right to terminate this Lease on the basis of such good cause nor of The \_\_\_\_\_ right to assert such good cause in any legal action.

31. Tenants rights to organize:

The \_\_\_\_\_ agrees to allow tenant and tenant organizers to conduct on the property the activities related to the establishment of a Tenant Organization in accordance with HUD requirements.

32. Holdover after Termination of Lease:

If Tenant continues to occupy the dwelling unit after the Termination of the Lease, Tenant agrees to pay the reasonable value of the use of the premises for the period that Tenant continues to occupy the unit. The reasonable value for the use of the premises is equivalent to the amount of rent for such period. However, such payments shall not constitute rent and by accepting such payments The \_\_\_\_\_ does not waive its right to assert any lease violations in any legal action.

The following shows which attachments are incorporated into this lease;

| <u>Attachment</u> | <u>Name</u>                          | <u>Attached</u> | <u>Copy to Resident</u> |
|-------------------|--------------------------------------|-----------------|-------------------------|
| 1                 | House Rules                          | X               | X                       |
| 2                 | Excess Utility Schedule              | X               |                         |
| 3                 | Nonstandard Rental Provisions        | X               |                         |
| 4                 | Community Volunteer Program          | X               |                         |
| 5                 | Violence Addendum                    | X               |                         |
| 6                 | Notice of Domestic Abuse Protections | X               |                         |
| 7                 | Lead-Based Paint Disclosure          | X               |                         |

Signatures:

By Tenant's signature below, Tenant and household agree to the terms and conditions of this Lease Agreement and all additional documents made a part of this Lease Agreement by reference. This further acknowledges that Tenant has read the entire Lease Agreement, that Tenant has received a copy of the Lease Agreement and that the Lease Agreement was thoroughly explained to Tenant.

\_\_\_\_\_  
Head of Household

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Date

## HOUSE RULES

Your Manager,

1. Rent is due on the first of each month. Payments are not deposited before the fourth. Failure to pay in full and on time 3 times in any 12-month period is cause for termination of your lease. If you wish to, you may request a form from the office to set up direct deposit of the rent. To avoid a late penalty, your payment must be in our office BEFORE close of business on the 10th.
  - a. If the 10th falls on a weekend or holiday, your payment must be received in the office before close of business the preceding Friday.
  - b. If the 10th falls on a Tuesday or Thursday your payment must be received in the office before 12:30.
2. Upon move-in, the office will program your telephone number into the security system. Tenants must inform the office of any change in telephone service, such as discontinued, unpublished, or changed telephone number.
3. Tenants must provide the office with the name and telephone number of the person to contact in case of an emergency. Tenants are responsible for keeping this information current.
4. Tenants are not authorized to transport tenants to the doctor or hospital; family members, the police or an ambulance must be called.
5. If a tenant fails in abilities to the point where the well-being and safety of himself/herself and other tenants are a concern, management will work with the tenant and his/her family to decide if the current living arrangement is still appropriate.
6. Tenants may be absent from their apartments not more than 60 consecutive days for non-medical reasons. Tenants should notify the office when they will be away from home for more than three days.
7. Tenants who have been away from their units for two months or longer due to medical reasons must have an attending doctor certify in writing that they are capable of living alone in their apartment again.
8. When notified to come to the office for an annual rent review tenant must attend the scheduled meeting. Tenant, or someone with tenant's Power of Attorney, must come to the office to complete rent reviews. If tenant cannot keep the scheduled appointment, they may contact the person who sent the notice and request a different date/time.
9. Management is not responsible for any losses incurred by the tenant. Personal property insurance is the responsibility of the tenant.
10. No personal property, including mail, may be left with a management employee. Management will not be responsible for tenants' personal property under any circumstances.
11. Tenants may move from one apartment to another in the following cases only:
  - a. When moving into a new building, request to remain on the waiting list for another building;
  - b. When rent will be lower by moving to another building;
  - c. With a doctor's order stating that the move is necessary for medical reasons.
12. Transfer requests will be placed on the waiting list based on the date and time received in the office. A \$100.00 transfer fee will be payable upon moving.

13. Any tenant with a disability may request modifications to their apartment by submitting a Request for Reasonable Accommodation form any time.
14. In the event of Tenant's death, if Tenant is the sole occupant of the unit, Tenant's heir(s) and/or personal representative(s) shall remove Tenant's possession from and vacate the unit by the end of the month in which the death occurred. Tenants representative(s) may request possession of the unit for an additional month by contacting Management and paying the full monthly rent. The sole purpose for retaining the apartment must be for removing tenant's belongings and cleaning the unit before vacating.

### **Regarding Your Unit**

1. Your primary telephone number will be entered into the security system when you move-in. Visitors will call your phone by entering your code number from the list by the call-box phone. Upon answering the phone, you must push 9 on your phone to unlock the main door. The door will buzz to let the visitor know that it is unlocked. The security system is for your protection; never let people in who are not your visitors.
2. Use the smallest possible nail for wall hangings; do not use tape or stick-on tabs.
3. Tenant shall not allow mold or mildew to accumulate. Tenant shall remove any visible moisture accumulation in apartment, including on walls, windows, floors, ceilings, and bathroom fixtures; mop up spills and thoroughly dry the affected area as soon as possible after occurrence; use exhaust fans in kitchen and bathroom when necessary; and keep climate and moisture at reasonable levels. Tenant may come to the office to pick up a mold cleaning kit at no charge.
4. Periodic inspections are required by the Federal Government. Tenants are given at least one-week advance notice. Apartments must pass the Housekeeping Standards at each inspection. Apartments must be sanitary at all times.
5. Tenants are responsible for having their carpet cleaned and having their windows washed on a regular basis.
6. For repairs or service on any of appliances, equipment, or property, contact the office immediately. Whoever answers the phone will take your information and submit a work order. Any type of maintenance request from the tenant authorizes maintenance staff to enter the apartment. Tenants are billed for repairs beyond ordinary wear and use. Tenants may not verbally request a work-order directly from Maintenance staff.
7. City fire regulations prohibit covering your apartment number with seasonal decorations. One nail or hook is available below the number to hang decorations. Do not put any other nails in the doors.
8. One building key and one apartment key is issued to each tenant on the lease. Tenants are charged \$40 for to replace each lost or damaged building key and/or keyfob. Additional keys may be issued with a refundable deposit of \$40.00 each. Mailbox and apartment door keys may be duplicated at the resident's expense. If copies or replacements are acquired from the office, there will be a nonrefundable \$5.00 charge per key.
9. Smokers must be able to smoke safely without endangering themselves or their neighbors or damaging equipment and furnishings provided by management. Smoking is not allowed in common areas or within 20 of any apartment building. Smoking is prohibited in apartments. In tenants who smoke must have and use an approved HEPA/smoke filtering air cleaner. Air cleaners are available from Management and may be leased for a monthly payment of \$11.
10. Tenants must comply with all laws and city ordinances regarding the use or occupancy of the premises.

11. To avoid frozen heat pipes, windows must not be opened when the outside temperature is below freezing.
12. Outside decorative lights may only be lit from sunset until 10 PM.
13. **Prior approval is required for all of the following:**
  - a. Air conditioner: A yearly energy charge is assessed (except at \_\_\_\_\_) for June through September if the air conditioner is installed, regardless of usage. Cost for installation and removal of an air conditioner is the responsibility of the tenant. The air conditioner must meet the following criteria::
    - - sleeve size: 14½ x 24 x 18
    - - sleeve size: 14½ x 25 x 16
    - - sleeve size: 17 x 25¾ x 16
  - b. Ceiling fans, Window treatments, Wallcoverings: Installation and removal is the responsibility of the tenant as is the cost to repair any damage caused by installation or removal. Items must be returned to the original condition when tenant moves out.
  - c. Satellite/Cable Service: Must be professionally installed according to Management requirements. Tenant must schedule appointment during office hours as staff must be available to open the cable room.
  - d. Pets: Please see your lease and \_\_\_\_\_ Pet Policy.
  - e. Outdoor Gardening/Planting of any kind. Planting anything on \_\_\_\_\_ grounds is prohibited. Potted plants must be kept within the confines of your balcony or patio.

Tenants may:

- a. Keep patio furniture, planters and decorations within the confines of their deck/patio structure. Management may exercise discretion to limit plants and planters.
- b. Have a birdfeeder on the deck/patio but must be considerate of neighbors regarding feeder debris. Management may exercise discretion to limit bird feeders.
- c. Use only UL approved extension cords. Surge protectors are highly recommended.

Tenants may not:

- a. Hang wind chimes outdoors.
- b. Use grills on the patio/deck.
- c. Use the patio or deck to hang or air dry items.
- d. Use the patio/deck as a storage area.
- e. Put out food that attracts anything other than small birds.
- f. Make holes in deck ceilings or rails to hold bird feeders or other decorations.
- g. Place any figurines, yard art, birdbaths, lawn furniture, or other personal items beyond the boundaries of the patio/deck.
- h. Obstruct doorways, entries, or halls in the apartment or common areas.
- i. Display any signs, nor hang articles of any description from the windows.
- j. Store any flammables (gasoline, naphtha, or solvents) in the apartment.
- k. Sweep or throw anything outdoors.
- l. Use bathroom towel bars as grab bars. Submit a Reasonable Accommodations request form if modifications are needed.
- m. Use plumbing, electrical or gas burning equipment for any other purpose than those intended.
- n. Install wallpaper, contact paper or paint the unit.
- o. Use abrasive cleaners on stainless steel or Formica.
- p. Store items outside the apartment.
- q. Babysit on a regular basis in your unit or anywhere on Housing Authority property.

#### **Regarding Common Areas**

1. Tenants must be dressed in daytime attire and wear shoes when outside of their apartments.
2. Washers and dryers are to be used for tenant laundry only. Follow the directions given on the machines to

prevent damage to the machine and clothing. Tenants are responsible for cleaning up any spills and dryer lint. Show courtesy to others in the building by observing "Do's and Don'ts" of the Laundry Room.

3. The community room is used by building tenants for club meetings, programs and family gatherings. Tenants must reserve the room by signing up on the sheet provided. It is the tenant's responsibility to prepare the room, provide tableware and cleaning supplies and to clean up afterwards. The community room in Riverview Manor may be reserved by any tenant for large gatherings or when a full kitchen is needed. Reservations for clubs or groups should be made only if the tenant is a member and is taking his/her turn to entertain. No smoking or alcoholic beverages are permitted in any common area, hall, lobby, restroom, etc. Commercial ventures are not allowed.
4. Announcements, information and notices are posted on the bulletin boards in each building. Tenants are responsible for knowing and following the posted information.
5. The fire alarm is activated by pulling the station lever located in the hallway or lobby. The alarm sounds throughout the building. When the alarm sounds, everyone should immediately evacuate the building and go to the designated meeting place, where they are to remain until all residents are present/accounted for. Fire drills are conducted at announced intervals so that tenants can learn the best way to evacuate the building. All tenants are to take part in these drills.
6. When the city tornado alarm sounds, Tenants may go immediately to first floor hallways, away from windows. Tenants unable to leave their apartments should go into their bathrooms.
7. Property donated or given to any building becomes the property of the

### **Regarding Vehicles**

1. One parking space is assigned per apartment. Due to the limited parking area, reserved parking spaces are assigned only to tenants who have a vehicle and use it regularly.
2. The parking lot is plowed when there is an accumulation of two or more inches of snow. It is the tenant's responsibility to have snow cleared from their cars and parking spaces within 24 hours of a snowfall.
3. Tenants are responsible for keeping their vehicle licensed, operable and free from snow. Management reserves the right to have unlicensed, inoperable, snow covered or unused vehicles towed at the tenant's expense.
4. If you need a handicapped accessible parking space you must request one by completing a Request for Reasonable Accommodations form.
5. Tenants may not:
  - a. Park in front of an entrance, except to drop off or pick up tenants.
  - b. Drive on management property without a valid driver's license.
  - c. Exceed a speed of 10 m.p.h. on management property.

### **Regarding Services**

1. Transportation: provides free transportation for residents according to the provided schedule. Free transportation may be provided for other special events as arranged by the
2. Resident Assistant: The Resident Assistant is not a caretaker, should only be contacted to open an apartment door in an emergency. The Resident Assistant checks security and mechanical systems daily. The Resident Assistant does not make repairs to management property.

### **Regarding Tenant Relations**

1. Tenants are expected to conduct themselves in a respectful and neighborly manner.
2. Tenants must not verbally or physically threaten, harm, or intimidate other residents, management employees, or contractors working in or on the building.
3. Tenants must try to resolve conflicts with other residents by talking directly to the person. Recurring problems should be reported to management by completing a Complaint form.
4. Social gatherings may be planned, organized, and paid for by tenants living in the building. Money for these activities does not come from tenant's rents nor are tenant activity funds monitored by Management. Participating in your building's social activities is optional.

## Housekeeping Standards

By following these standards on a regular basis, residents can be sure that their apartments are in decent, safe and sanitary condition as required. Apartments must meet these standards when inspected annually.

**FLOORS** must be clean, free from damage, dirt, grease, sticky substances, smudges, writing, or marks. The only objects on the floor should be clean rugs, furnishings and décor.

**WALLS** must be clean, free from damage, dirt, grease, sticky substances, smudges, writing, or marks. Pictures may be hung using appropriate hardware.

**WOODWORK** must be clean, free from damage, dirt, grease, sticky substances, smudges, writing, or marks and hardware must be operable. This includes all cabinets, doors, and trim-work.

**WINDOWS & SCREENS** must be clean, free from damage, dirt, grease, sticky substances, smudges, writing, or marks and hardware must be operable. Curtain rods must be secured to the wall. Shades must be operable and securely installed. Furniture or stored items must not block access to windows.

**LIGHT FIXTURES** must be free from damage, dirt, grease, sticky substances, smudges, writing, or marks and must be operable. A Bulb must be in each socket.

**HEAT REGISTERS** must be accessible and uncovered at all times.

**ELECTRICAL OUTLETS, LIGHT SWITCHES AND SMOKE DETECTORS** must operate properly. Outlets must not have adapters; surge protectors are recommended. Circuit breaker panel must not be blocked or covered.

**KITCHEN APPLIANCES** must be free from damage, dirt, grease, sticky substances, smudges, writing, or marks inside and out, and must be operable.

**KITCHEN SINK, COUNTER, & CUPBOARDS** must be free from damage, dirt, grease, sticky substances, smudges, writing, or marks and must be operable. Dishes, food and cookware must be properly stored.

**BATHROOM FIXTURES** must be free from damage, dirt, grease, sticky substances, smudges, writing, or marks and must be operable.

**HALLS** must be free from storage and clutter.

**CLOSETS/STORAGE AREAS** must not contain flammable liquids or fire hazards. Items must be safely stored and in sanitary condition.

**INFESTATION** by common household pests due to substandard housekeeping will be treated at tenant's expense.

**CITY CODE** requires that there is three (3) feet of clear space in all halls and rooms giving access to doors and windows.

## EXCESS UTILITY SCHEDULE

1. Management agrees to furnish the following utilities:
  - Electricity
  - Gas
  - Heat
  - Water/Sewer
  - Trash Removal
  
2. Resident agrees to pay excess utility charges according to this schedule for any of the following appliances, which are furnished by the resident:
 

|   |         |
|---|---------|
| <input type="checkbox"/> Food freezer, under 10 cubic feet (monthly)        | \$5.00  |
| <input type="checkbox"/> Food freezer, 10 cubic feet and over (monthly)     | \$7.00  |
| <input type="checkbox"/> Dishwasher (monthly)                               | \$3.00  |
| <input type="checkbox"/> Washing Machine (monthly)                          | \$5.00  |
| <input type="checkbox"/> Dryer (monthly)                                    | \$10.00 |
| <input type="checkbox"/> Air conditioner, for the season (June – September) |         |
| Riverview Manor   | \$45.00 |
| Briarwood, Edgewater, 4-Plex, Family  | \$60.00 |
  
3. Resident agrees to pay excess utility charges according to this schedule for any of the following services, which are provided by landlord:
 

|  |        |
|--|--------|
| <input type="checkbox"/> Laundry fee, per person (monthly) | \$7.00 |
|--|--------|

## NONSTANDARD RENTAL PROVISIONS

### **PART I** Security Deposits

As is set forth more specifically in Section 704.28(1) of the Wisconsin Statutes, the *Landlord* may withhold amounts from *Resident's security deposit* for (1) *Resident* damage, waste or neglect of the *unit*, (2) unpaid rent, (3) for unpaid utilities not included in rent, and (4) monthly municipal fees assessed against the *Resident*. In addition, *Landlord* and *Resident* agree that *Landlord* may withhold funds from the *Resident's security deposit* for the following items, if any:

1. Cost to remove *Resident* installed fixtures or features including light fixtures, window treatments, stencils, wallpaper, contact paper.
2. Costs to remove odors due to smoking in the apartment such as additional paint and excess cleaning costs.

### **PART II** Prohibited Activities

Pursuant to Title 7CFR Section 3560.156 (c) and RD Asset Management Handbook (HB-2-3560) the following activities by any *Resident* are grounds for termination of tenancy upon five days' notice to *Resident*:

1. Any drug related or criminal activity on or off the premises, engaged in by any *Resident*, household member, or guest and any such activity engaged in, on or near the premises by any other person under the *Resident's* control or company.
2. Discovery made by *Landlord* that a *Resident* or household member is illegally using a drug.
3. Determination made by *Landlord* that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other *Residents*.
4. Criminal activity by a *Resident*, *Resident's* household, guest or any other person under *Resident's* control or company that threatens the health, safety, or right to peaceful enjoyment of the premises by other *Residents*, or that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the Development.
5. Determination made by *Landlord* that *Resident*, *Resident's* household, guest or any other person under *Resident's* control or company has engaged in criminal activity, regardless of whether said person has been arrested for or convicted of such activity.
6. Any alcohol abuse that interferes with the health, safety, or right to peaceful enjoyment of the premises by other *Residents*.

## COMMUNITY VOLUNTEER PROGRAM

The Quality Housing and Work Responsibility Act of 1998 (QHWRA) requires that every adult public housing member volunteer 8 hours of community service each month or participate in training, counseling, classes or other activities that contribute toward self-sufficiency and economic independence. There are exemptions for tenants who are employed, elderly or disabled.

The [redacted] enacts the Community Volunteer Program in accordance with Federal regulations found at 24 CFR Subpart F Section 960.600-609.

### REQUIREMENTS

Tenant shall comply with the community service or self-sufficiency requirements in accordance with Federal law, regulations and Management's Admissions and Occupancy Policies. Each adult member of the Tenant's household must certify compliance with these requirements.

1. A non-exempt Tenant must perform 8 hours of voluntary work or duties that are a public benefit each month. Community service is not employment and may not include political activities.
2. An exempt Tenant is an adult who:
  - a. Is employed 20 hours or more per week; or
  - b. Participates in an organized course of study that shall result in improved ability to become economically independent; or
  - c. Is 62 years or older; or
  - d. Is a blind or disabled individual, as defined under 216(I)(1) or 1614 of the Social Security Act (42USC416(i);1382c), and who certifies that because of that disability he/she is unable to comply with the service provision of this requirement; or
  - e. A family member who is the primary care giver for someone who is blind or disabled and that at least 20 hours per week is spent giving care.
3. At recertification Tenant must provide verification that each adult household member has:
  - a. Performed at least 8 hours of volunteer work each month during the year; or
  - b. Participated in an original course of study that equals at least 8 hours of study each month; or
  - c. Is exempt from volunteer requirements.
4. Tenant's failure to provide verification of compliance with Community Volunteer Program requirements shall result in termination of the lease and notice to vacate public housing property.

### Procedure for Implementing the Community Volunteer Service Requirements

1. At initial occupancy each adult household member will:
  - a. Receive a notice regarding the volunteer service requirement
  - b. Certify their exempt status. Family members who are not exempt will be provided with RFHA form "Community Volunteer Service Record of Hours Worked".
2. At the first annual reexamination and each annual reexamination, RFHA will do the following:
  - a. Provide a notice regarding the volunteer service requirement.
  - b. Recertify exempt status of all adult family members who are younger than 62 years old.
  - c. Request tenants "Community Volunteer Service Record of Hours Worked" as verification that at least 8 hours per month of qualifying volunteer community service has been performed.
  - d. Determine whether each assisted family member is in compliance with the community Volunteer service requirements.
3. RFHA will notify any family found to be in noncompliance. The notice will state that:
  - a. The family has been determined to be in noncompliance;

- b. The determination is subject to the grievance procedure;
  - c. Offer the family an opportunity to cure the noncompliance;
  - d. Unless the family member(s) enter into an agreement to cure the noncompliance, the lease will not be renewed or will be terminated.
4. An Interim Rent Change which changes the exempt status of a family member(s) will require certification of exempt status and receipt of \_\_\_\_\_ form Community Volunteer Service Record of Hours worked.
5. If a family is non-compliant with Volunteer Community Service requirements, the \_\_\_\_\_ will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease.
- a. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or perform volunteer community service for as many hours as needed to comply with the requirement over the past 12-month period.
  - b. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns will go toward the current commitment until the current year's commitment is made.
6. If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service \_\_\_\_\_ shall take action to terminate the lease for the entire family.

**Violence Against Women and Justice Department Reauthorization Act of 2005**

This lease addendum adds the following paragraphs to the lease between the above referenced Resident and Landlord.

**Purpose of the Addendum**

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

**Conflicts with Other Provisions of the Lease**

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

**Term of the Lease Addendum**

This Lease Addendum shall continue to be in effect until the Lease is terminated.

**VAWA Protections**

1. The landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a *resident's* household or any guest or other person under the *resident's* control, cause for termination of assistance, tenancy, or occupancy rights if the *resident* or an immediate member of the *resident's* family is the victim or threatened victim of that abuse.

The landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

**NOTICE OF DOMESTIC ABUSE PROTECTIONS  
(STATE OF WISCONSIN STATUTE 704-14)**

**ADDENDUM TO LEASE:** *The Notice of Domestic Abuse Protections (State of Wisconsin Statute #704-14) is part of this lease. This notice is being attached to the lease between the above Tenant and River Falls Housing Authority per State Statute #704-14. Federal provisions for Violence Against Women also apply.*

**The State of Wisconsin Statute 704-14 provides the following:**

**704.14 Notice of domestic abuse protections.** A residential rental agreement shall include the following notice in the agreement or in an addendum to the agreement:

**NOTICE OF DOMESTIC ABUSE PROTECTIONS**

**704.14(1)** As provided in section 106.50 (5m) (dm) of the Wisconsin statutes, a tenant has a defense to an eviction action if the tenant can prove that the landlord knew, or should have known, the tenant is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following:

**704.14(1)(a)** A person who was not the tenant's invited guest.

**704.14(1)(b)** A person who was the tenant's invited guest, but the tenant has done either of the following:

**704.14(1)(b)** Sought an injunction barring the person from the premises.

**704.14(1)(b)** Provided a written statement to the landlord stating that the person will no longer be an invited guest of the tenant and the tenant has not subsequently invited the person to be the tenant's guest.

**704.14(2)** A tenant who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the rental agreement in certain limited situations, as provided in section 704.16 of the Wisconsin statutes. If the tenant has safety concerns, the tenant should contact a local victim service provider or law enforcement agency.

**704.14(3)** A tenant is advised that this notice is only a summary of the tenant's rights and the specific language of the statutes governs in all instances.



## Attachment 1 HOUSE RULES

### Regarding Your

1. Rent is due on the first of each month. Payments are not deposited before the fourth. Failure to pay in full and on time three (3) times in any 12-month period is cause for termination of your lease. If you wish to, you may request a form from the office to set up direct deposit of the rent. To avoid a late penalty, your payment must be in our office BEFORE close of business on the 10th.
  - a. If the 10th falls on a weekend, your payment must be received in the office before close of business the preceding Friday.
  - b. If the 10th falls on a Tuesday or Thursday your payment must be received in the office before 12:30. A payment for less than the total balance due must be corrected by the 10th. ANY balance, no matter how small, still outstanding at close of business on the 10th of the month shall:
    - Be considered a late payment.
    - Constitute a lease violation.
    - Be assessed the full late fee.
2. Tenant must inform the office immediately of any change in telephone service, such as discontinued, unpublished, or changed telephone number.
3. Work orders and emergencies may be reported by calling \_\_\_\_\_. Complaints and income or household changes must be submitted on the appropriate form before any action can be taken by office staff.
4. When notified to come to the office for an annual rent review tenant must attend the scheduled meeting. Tenant, or someone with tenant's Power of Attorney, must come to the office to complete rent reviews. If tenant cannot keep the scheduled appointment, they shall contact the person who sent the notice and request a different date/time.
5. The \_\_\_\_\_ is not responsible for any losses incurred by the tenant. Personal property insurance is the responsibility of the tenant.
6. Tenant shall report all income and/or household composition changes within ten (10) days of the change by filling out an Interim Rent Change form. Completed forms must be received by the 25th of the month to reduce rent for the following month.
  - a. If the change results in a rent increase, the increase shall take effect on the first of the month 30 days after the date of the change.
  - b. If tenant fails to report a change that causes rent to increase within ten (10) days of the change, the increase shall take effect on the first of the month immediately following the date of the change.

### Regarding Your Unit

1. Tenant shall not allow mold or mildew to accumulate. Tenant shall remove any visible moisture accumulation in apartment, including on walls, windows, floors, ceilings, and bathroom fixtures; mop up spills and thoroughly dry the affected area as soon as possible after occurrence; use exhaust fans in kitchen and bathroom when necessary; and keep climate and moisture at reasonable levels. Tenant may come to the office to pick up a mold cleaning kit at no charge.
2. Periodic inspections are required by the Federal Government; tenants receive notice at least one week in advance. Failure to pass \_\_\_\_\_ y Housekeeping Standards (attached) may result in lease termination.
3. For repairs or service on any \_\_\_\_\_ appliances, equipment, or property, contact the office immediately. Repairs beyond ordinary wear and use shall be charged to the tenant. A maintenance request by the tenant gives permission for the maintenance department to enter the apartment whether or not the tenant is home.
4. There is a \$40 fee for each lost or damaged key. Tenants may get an additional key or key safe for a deposit of \$40.

5. Tenants may not have (one or multiple) guests reside in the unit in excess of 14 consecutive days without the written consent of Management. Tenants may not have (one or multiple) guests reside in the unit in excess of 28 days total, per year.
6. Water heaters are set at 120 degrees as required by State law. Tenants who increase the water heater temperature do so at their own risk.
7. Smokers must be able to smoke safely without endangering themselves or their neighbors or damaging equipment and furnishings provided by the
8. Conserve energy and avoid wasting utilities by:
  - a. Turning off lights, televisions and electronics when not in use.
  - b. Keeping windows and doors closed during the heating season. Tenants shall be charged a heating fee of \$25.00 for leaving doors and/or windows open for longer than ten (10) minutes.
  - c. Watering in the summer months, only between 7 p.m. and 8 a.m. on odd/even dates corresponding to the City of River Falls Ordinance.
9. **Prior written approval is required for the following:**
  - a. **Air conditioners:** A yearly energy charge is assessed for June through September if the air conditioner is installed, regardless of usage. (See Exhibit D for specific charge.) A stand designed to protect the windowsill shall be provided prior to its installation, and the stand remains with the dwelling. Installation and removal is the responsibility of the tenant as is the cost to repair any damage caused by installation or removal. Air conditioners may be installed only on the first floor and should not be in a front window. Air conditioners must be removed by September 15th, every year.
  - b. **Ceiling fans, Window treatments, Wallcoverings:** Installation and removal is the responsibility of the tenant as is the cost to repair any damage caused by installation or removal. Items must be removed when tenant moves out. Cost of removing items left behind shall be charged to the tenant.
  - c. **Satellite/Cable TV service:** Must be professionally installed according to Management requirements. Equipment must be returned to the provider when tenant moves out. Cost of removing/returning equipment shall be charged to the tenant.
  - d. **Planting/Gardening outdoors.** Planting trees or shrubs is prohibited on \_\_\_\_\_, property.
  - e. **Pets:** See section 11-R of the lease and Housing Authority Pet Policy.
  - f. **Guests:** Any person(s) not named on the lease "residing" in the unit, for any reason, in excess of the 14 consecutive days and 28 days total in a 12 month period.

**Tenant may:**

- a. Smoke in or near their own unit.
- b. Use rugs which are NOT secured to the floor.
- c. Display outside Christmas lights from Thanksgiving to New Year's Day. They may be turned on only from sunset until 10:00 p.m.
- d. Use only the smallest possible nail for wall hangings; do not use tape or stick-on tabs.

**Tenant may not:**

- a. Obstruct sidewalks, doorways, entries, halls or stairways.
- b. Attach anything to the exterior siding. This includes but is not limited to nails, screws, tape, and hooks.
- c. Install antennas/satellite dishes of any kind. Such installation must be pre-approved by management and installed by a professional representative of the antenna/dish provider.
- d. Install wallpaper, contact paper, carpet or paint the apartment.
- e. Flush anything other than toilet tissue down the toilet. Disposable diapers, personal hygiene products, toys, etc., plug the system. Repairs involving such objects shall be charged to the tenant.
- f. Use bathroom towel bars as grab bars. Management shall install grab bars if needed.
- g. Use plumbing, electrical or gas burning equipment for any purpose other than those intended.
- h. Use the basement as a bedroom or sleeping area.
- i. Provide regular or recurring daycare on \_\_\_\_\_ property.
- j. Have a pet of any kind, for any reason, for any length of time, without prior written approval of the

This includes visitors' pets, strays, etc.

- k. Store flammables of any kind in the dwelling unit.
- l. Store items directly on the basement floor. Basements may flood with heavy rains, and personal property insurance does not cover flooding.

### **Regarding Your Yard**

Tenants, members of their households and visitors shall comply with the lease and all laws and City ordinances affecting the use and occupancy of the premises:

1. Tenants are responsible for maintaining the lawn in the summer and sidewalks in winter. City regulations require that sidewalks be shoveled within 24 hours of a snowfall. Tenants shall be fined for failing to mow or shovel and for consequent work performed by the maintenance staff.
2. City ordinance prohibits burning of materials other than charcoal or LP gas in cooking grills.
3. City ordinance states that grills may not be used within ten (10) feet of a building, Charcoal shall be stored in a tightly closed metal container. LP gas shall be stored at least five (5) feet from any door or window.
4. A recycling and garbage container is provided for each unit. City ordinance states that containers shall not be placed curbside more than 18 hours before pickup, nor left out more than 18 hours after pickup
  - a. If both containers are not present at move-in call the office immediately.
  - b. If both containers are not present at move-out, the tenant shall be charged for the cost of replacement.
  - c. Tenant shall be charged \$5.00 per container for any container not removed from curbside within 18 hours of pickup.
  - d. Containers shall be stored in the trash enclosure attached to the unit.

#### **Tenant may:**

- a. Have only lawn furniture in the front yard. It shall be stored (in unit or in storage enclosure) during winter months.
- b. Use and store grills in the back of the unit.

#### **Tenant may not:**

- a. Consume alcohol in any common area of property.
- b. Install pools/water containers or swings of any kind on management property.
- c. Shoot off Fireworks of any kind. Fireworks are prohibited on
- d. Store property outside the dwelling, except in the storage enclosure attached to the unit.
- e. Have a fire of any kind for any purpose other than in a grill to prepare food.
- f. Do any outdoor planting without prior approval by management.
- g. Plant shrubs or trees of any kind.
- h. Put out food of any kind that attracts anything other than small birds.

### **Regarding Parking**

1. Each unit is assigned one parking space. Additional vehicles may be registered to park in parking lots. A second parking space will not be assigned to the tenant. Extra vehicles must be parked in unassigned spaces on a first come first serves basis.
2. Tenant shall register all household vehicles at the to receive a window sticker. Any vehicle parked on property must:
  - a. Have a sticker visible on the outside lower rear window (driver's side of car).
  - b. Have a valid license plate
  - c. Be in operable condition
  - d. Be registered to tenant
  - e. Be kept clear of snow in winterAny vehicle not meeting these conditions shall be ticketed and towed at tenant's expense.
3. Recreational vehicles, such as snowmobiles, ATVs, or boats are not permitted on property.
4. Vehicle maintenance of any kind is not permitted on property.

### **Regarding Your Family/Children**

1. Parents or the caretaking adults are responsible for safety and supervision of their children at all times. Tenants are expected to take appropriate action to prevent and stop unsafe, dangerous, or bullying behavior. Childhood conflicts seldom merit intervention and should be resolved by the families involved.
2. Respect the privacy and property of neighbors. Children may not play in neighbors' yards (without permission), nor should they be excessively loud near the buildings.
3. Tenants who witness damage of property must report the situation to Management. Illegal activities, curfew violations, and damage to personal property should be reported to the River Falls Police Department, then to Management.

## HOUSEKEEPING STANDARDS

By following these standards on a regular basis, residents can be sure that their apartments are in decent, safe and sanitary condition as required. Apartments must meet these standards when inspected annually.

**FLOORS** must be clean, free from damage, dirt, grease, sticky substances, smudges, writing, or marks. The only objects on the floor should be clean rugs and furniture.

**WALLS** must be clean, free from damage, dirt, grease, sticky substances, smudges, writing, or marks. Pictures may be hung using appropriate hardware.

**WOODWORK** must be clean, free from damage, dirt, grease, sticky substances, smudges, writing, or marks and hardware must be operable. This includes all cabinets, doors, and trim-work.

**WINDOWS & SCREENS** must be clean, free from damage, dirt, grease, sticky substances, smudges, writing, or marks and hardware must be operable. Curtain rods must be secured to the wall. Shades must be operable and securely installed. You may not block access to windows.

**LIGHT FIXTURES** must be clean, free from damage, dirt, grease, sticky substances, smudges, writing, or marks and must be operable. A Bulb must be in each socket.

**HEAT REGISTERS** must be clean, free from damage, accessible and uncovered at all times.

**ELECTRICAL OUTLETS, LIGHT SWITCHES & SMOKE DETECTORS** must be clean, free from damage and operate properly. Outlets must not have adapters; surge protectors are recommended. Circuit breaker panel must not be blocked or covered.

**KITCHEN APPLIANCES** must be clean, free from damage, dirt, grease, sticky substances, smudges, writing, or marks inside and out, and must be operable.

**KITCHEN SINK, COUNTER, & CUPBOARDS** must be clean, free from damage, dirt, grease, sticky substances, smudges, writing, or marks and must be operable. Dishes, food and cookware must be properly stored.

**BATHROOM FIXTURES** must be clean, free from damage, dirt, grease, sticky substances, smudges, writing, or marks and must be operable.

**HALLS** must be free from storage and clutter.

**CLOSETS/STORAGE AREAS** must not contain flammable liquids or fire hazards. Items must be safely stored and in sanitary condition.

**INFESTATION** by common household pests due to substandard housekeeping shall be treated at tenant's expense.