

**"MODEL LEASE" FOR HUD SUBSIDIZED PROGRAMS
AMENDED FOR COMMERCIAL USE**

To compare this "AMENDED" lease/Agreement with a HUD Agreement go to:

http://www.hudclips.org/sub_nonhud/cgi/nph-brs.cgi?d=HSGH&sl=/zdocn&l=100&SECT1=TXTHLB&SECT5=HEHB&u=/hudclips.cgi&p=11&r=0&f=S

and once there tab down to "1033 4350.3 APPENDIX 4, HUD MODEL LEASES."

Remember, you can alter this lease as much as you like as long as it is reasonable and does not violate any federal, state or local laws. For time periods consult your state (and where applicable, local) landlord/tenant laws.

LEASE/AGREEMENT

1. Parties and Dwelling Unit:

The parties to this Agreement are _____, referred to as the Landlord, and _____, referred to as the Tenant. The Landlord leases to the Tenant the _____ residence located at _____.

2. Length of Time

The initial term of this Agreement shall begin on _____ and end on _____. After the initial term ends, the Agreement/Lease will continue for successive terms of one _____ each unless terminated as permitted by paragraph 23 of this Agreement.

3. Rent:

The Tenant agrees to pay \$ _____ for the partial month ending on _____. After that, Tenant agrees to pay a rent of \$ _____ per month. This amount is due on the First (1st.) day of the month, payable at _____.

The Landlord agrees to give the Tenant at least 30 days advance written notice of any increase in the Tenant's rent. The Notice will state the new amount the Tenant is required to pay and the date the new amount is effective.

4. NA

5. "RENT PAYMENT & LATE CHARGES:

Rents are due ON or BEFORE the first day of each month. If tenant fails, for whatever reason, to pay rent by the first (1st) of the month, s/he must contact the landlord by that date and reach an agreement as to when rent will be paid. (Failure to do so will result in a major violation of this agreement and eviction proceedings can start against the tenant). In addition, a late charge of \$15.00 will be placed

on rents not paid by the first (1st), plus \$3.00 a day thereafter until the date agreed on (after which time an eviction will start against the tenant if rent and late charges are not paid). checks returned by the bank will be subject to the same charges and conditions. Partial payments are unacceptable. NO EXCEPTIONS. _____ Int."

6. Condition of Dwelling Unit:

By signing this Agreement, the Tenant acknowledges that the unit is safe, clean and in good condition. The Tenant agrees that all appliances and equipment in the unit are in good working order except as described on the Condition Report which is part of this Lease Agreement. The Tenant also agrees that the Landlord has made no promises to decorate, alter, repair or improve the unit, except as listed on the Condition Report.

7. Charges for Utilities and Services:

The following describe how the cost of utilities and services related to the unit will be paid:

The tenant must pay directly to the utility companies, the following: _____ etc.. Landlord pays _____ ONLY." The Tenant agrees that the proceeding accurately describe the utilities and services paid by the Landlord and those paid by the Tenant.

Where applicable the Tenant also agrees to pay the Landlord the amount shown in the column below on the date the rent is due.

\$ Amount Tenant Pays to Landlord in Addition to Rent

Parking \$	_____
Other (Specify.)	_____
_____	\$ _____
_____	\$ _____
Additional Total	\$ _____

8. Security/Cleaning/Damage Deposits:

The Tenant has deposited \$ _____ with the Landlord. The Landlord will hold this deposit(s) for the period the Tenant occupies the unit. After the Tenant has moved from the unit, the Landlord will determine whether the Tenant is eligible for a refund of any or all of the security deposit(s). The amount of the refund will be determined in accordance with the following conditions and procedures.

- a. The Tenant will be eligible for a refund of the security deposit(s) only if the Tenant provided the Landlord with the 30-day written notice of intent to move required by paragraph 23.
- b. After the Tenant has moved from the unit, the Landlord will inspect the unit and complete the Condition Report.

~~The Landlord will permit the Tenant to participate in the inspection, if the Tenant so requests.~~

c. The Landlord will refund to the Tenant the amount of the security deposit plus interest (where law requires) computed at ____%, which began on _____, less any amount needed to pay the cost of:

(1) unpaid rent;

(2) damages that are not due to normal wear and tear and are not listed on the Condition Report;

(3) charges for late payment of rent and returned checks, as described in paragraph 5;

(4) charges for unreturned keys, as described in paragraph 9; and

(5) any cleaning required to restore the unit to its original clean condition as listed in the Condition Report when the Tenant moved in.

d. The Landlord agrees to refund the amount computed in paragraph 8c within ____ (state required) days after the Tenant has permanently moved out of the unit, returned possession of the unit to the Landlord, and given his/her new address to the Landlord. The Landlord will also give the Tenant a written list of charges that were subtracted from the deposit. If the Tenant disagrees with the Landlord concerning the amounts deducted and asks to meet with the Landlord, the Landlord agrees to meet with the Tenant and **informally** discuss the disputed charges.

e. If the unit is rented by more than one person, the Tenants agree that they will work out the details of dividing any refund among themselves. The Landlord may pay the refund to any Tenant identified in Paragraph 1 of this Agreement.

f. The Tenant understands that no part of the Security Deposit(s) is to be view as a "cushion" to be used for late or the last month's rent.

9. Keys and Locks:

The Tenant agrees not to install additional or different locks or gates on any doors or windows of the unit without the written permission of the Landlord. If the Landlord approves the Tenant's request to install such locks, the Tenant agrees to provide the Landlord with a key for each lock. When this Agreement ends, the Tenant agrees to return all keys to the dwelling unit to the Landlord. The Landlord may charge the Tenant \$ _____ for each key not returned.

10. Maintenance:

a. The Landlord agrees (unless adverse conditions are caused by tenant, family or visitors) to:

(1) regularly clean all common areas where applicable;

(2) maintain the common areas and facilities in a safe condition where applicable;

(3) arrange for collection and removal of trash and garbage where applicable;

(4) maintain all equipment and appliances (due to normal wear and tear failure) in safe and working order;

(5) make necessary repairs (not caused by tenant, family or visitors) with reasonable promptness;

(6) maintain exterior lighting in working order;

- (7) provide extermination services (not caused by tenant) and
- (8) maintain grounds and shrubs where applicable.

b. The Tenant agrees to:

- (1) keep the unit clean;
- (2) use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- (3) not litter the grounds or common areas of the project;
- (4) not destroy, deface, damage or remove any part of the unit, common areas, or grounds;
- (5) give the Landlord prompt notice of any defects that may cause further damage in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the unit or related facilities; and
- (6) remove garbage and other waste from the unit in a clean and safe manner.

11. Damages:

Whenever damage is caused by carelessness, accident, misuse, or neglect on the part of the Tenant, his/her family, or their guests or visitors, the Tenant agrees to remedy at his own expense. Tenant understands that broken doors, locks, clogged toilets, broken windows, and anything not caused by the failure of the equipment or construction, is the tenant's responsibility.

If landlord is forced by circumstance to become involved the tenant agrees to pay:

- a. the cost of all repairs and do so within 10 days after receipt of the Landlord's demand for the repair charges caused by tenant; and
- b. pay rent for the period the unit is damaged whether or not the unit is habitable.

12. Restrictions on Alterations:

The Tenant agrees not to do any of the following without first obtaining the Landlord's 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 building(s) the common areas, or the grounds;
- e. attach any shelves, screen doors, or other permanent "improvements" in or on the dwelling;
- f. install washing machines, dryers, fans, heaters or air conditioners in the unit; or
- g. place any aerials, antennas or other electrical connections on the dwelling.

13. General Restrictions:

The Tenant shall use the premises only as a private dwelling for himself/herself and the **individuals listed on the Application**.

The Tenant agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of the Landlord. The Tenant agrees not to:

- a. sublet or assign the unit, or any part of the unit;
- b. use the unit for unlawful purposes;
- c. engage in or permit unlawful activities in the unit, in the common areas or on the grounds where

applicable;

d. have pets or animals of any kind in the unit without the prior written permission of the Landlord; or

e. make or permit noises or acts that will disturb the rights or comfort of neighbors. The Tenant agrees to keep the volume of any radio, phonograph, television or musical instrument at a level which will not disturb the neighbors.

14. Rules:

The Tenant agrees to obey the House Rules which may be attached to this Agreement. The Tenant agrees to obey additional rules established after the effective date of this Agreement if:

a. the rules are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of neighbors; and

b. the Tenant receives written notice of the proposed rule at least 30 days (or less if a major violation) before the rule is enforced.

15. Regularly Scheduled Inspections:

Every year around the ____ day of _____ the landlord may inspect the unit.

16. Reporting Changes.

The "Tenant" agrees to advise the Landlord immediately of any household member (who signed the lease) moves out of the unit.

17. NA

18. NA

19. Size of Dwelling:

The Tenant understands that unit was rented according to the size of the household and the age and sex of the household members. If the household requires a larger place the tenant agrees to move within 30 days after the Landlord notifies him/her that the occupancy is not as agreed to.

20. Access by Landlord:

The Landlord agrees to enter the unit only during reasonable hours, to provide reasonable advance notice of his/her intent to enter the unit, and to enter the unit only after receiving the Tenant's consent to do so, except when emergency situations make such notices impossible or except under paragraph (c) below.

a. The Tenant agrees to permit the Landlord, his/her agents or other persons, when authorized by the Landlord, to enter the unit for the purpose of making reasonable repairs and periodic inspections.

b. After the Tenant has given a notice of intent to move, the Tenant agrees to permit the Landlord to show the unit to prospective tenants during reasonable hours.

c. If the Tenant moves, "skips-out" or Abandons before this Agreement ends and/or any rent is due, the Landlord may enter the unit to decorate, remodel, alter or otherwise prepare the unit for re-occupancy.

21. Discrimination:

The Landlord agrees not to discriminate based upon race, color, religion, creed, national origin, sex, age, handicap, membership in a class, such as unmarried mothers, or because there are children in the family.

22. Change in Rental Agreement:

The Landlord may change the terms and conditions of this Agreement. Any changes will become effective at the end of the initial term or a successive term of 30 days (less where conditions are covered by law). The Tenant may accept the changed terms and conditions or the Tenant may reject the changed terms and conditions by giving the Landlord written notice that he/she intends to terminate the tenancy. If the Tenant does not accept the amended agreement, the Landlord may require the Tenant to move, as provided in paragraph 23.

23. Termination of Tenancy:

a. To terminate this Agreement, the Tenant must give the Landlord 30 days written notice. 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.

b. Any termination of this Agreement by the Landlord must be carried out in accordance with State and local law, and the terms of this Agreement. The Landlord may terminate this Agreement for:

- o the Tenant's material noncompliance with the terms of this Agreement;
- o the Tenant's material failure to carry out obligations under any State Landlord and Tenant Act; or
- o criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or any drug-related criminal activity on or near such premises, engaged in by a tenant, any member of the tenant's household, or any guest or other person under the tenant's control; or
- o other good cause, which includes, but is not limited to, the Tenant's refusal to accept the Landlord's proposed change to this Agreement.
- o The term material noncompliance with the lease includes: (1) one or more substantial violations of the lease; (2) repeated minor violations of the lease that: (a) disrupt the livability of the project, (b) adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment of the leased premises and related facilities, (c) interfere with the management of the property, or (d) have an adverse financial effect on the property; (e) knowingly provide incomplete or inaccurate information; and (f) non-payment of rent or any other financial obligation due under the lease beyond any grace period permitted under State law. (The payment of rent or any other financial obligation due under the lease after the due date constitutes a major violation.)

c. If the Landlord proposes to terminate this Agreement, the Landlord agrees to give the Tenant written notice of the proposed termination. If the Landlord is terminating this agreement for "other good cause," the termination notice must be delivered to the Tenant as set forth in State and local law with any notice period required by State or local law.

All termination notices will:

- o specify the date this Agreement will be terminated;
- o state the grounds for termination.

24. Hazards:

The Tenant shall not undertake, or permit his/her family or guests to undertake, any hazardous acts or do anything that will increase the dwelling's insurance premiums. Such action constitutes a material non-compliance. If the unit is damaged by fire, wind, or rain to the extent that the unit cannot be lived in and the damage is caused or made worse by the Tenant, the Tenant will be responsible for the rent.

25 False Information

Giving the Landlord false information regarding factors considered in determining Tenant's right to lease is reason for termination of tenancy.

26. Contents of this Lease/Agreement:

This Agreement and its Attachments made between the Landlord and the Tenant are binding. If any Court declares a particular provision of this Agreement to be invalid or illegal, all other terms of this Agreement will remain in effect and the Tenant will continue to be bound by them.

27. Attachments to the Lease-Agreement.

The Tenant certifies that he/she has received a copy of this Agreement/lease and the following Attachments to this Lease and understands that these Attachments are part of this Agreement/Lease.

- a. Condition Report
- b. Other _____

28. Signatures:

TENANT

1. _____ / /
Date Signed

2. _____ / /
Date Signed

LANDLORD

1. _____ / /
Date Signed