

LEASE AGREEMENT

THIS LEASE is made this ___ day of _____, 201_, by and between _____, (hereinafter "Landlord"), a not-for-profit corporation (hereinafter, "X" and _____, (hereinafter "Tenant").

1. **Premises**. Landlord leases to Tenant, and Tenant leases from Landlord, the premises commonly known as _____, together with all improvements situation thereon and appurtenances located in _____ (the "Premises").

2. **Rent**. Tenant agrees to pay as rent for the Premises \$_____ per month, payable on the first (1st) day of each calendar month during the term of this Lease. If Landlord does not receive a rent payment within fifteen (15) days of the date it is due, Landlord shall give Tenant written notice of the delinquency. Tenant shall make the payment within fifteen (15) days of the effective date of the notice. If the rent payment is not made within such time, Tenant will be in default.

2.1 "X" agrees to be liable as a Co-obligor with Tenant on the Lease with respect to the following portions of rent payable under the Lease:

The Tenant will pay 10% of monthly gross income or 30% of monthly adjusted income, whichever is greater. "X" will pay the remaining monthly rent.

2.2. "X" shall have no liability of any kind with respect to any amounts which may be payable under the Lease other than the specific monthly rent. "X" shall have no liability with respect to maintenance, repair, damages, late fees or utilities which may be charged to the Tenant under the Lease.

2.3 "X" shall not be liable for monthly rental payments other than as specified under Section 2.1 above for the first year of the Lease.

3. **Security Deposit.** "X" has deposited the sum of \$_____ (not to exceed 1 month's rent) with Landlord to secure the faithful performance by Tenant of all covenants, conditions and agreements contained in this Lease. It is covenanted and agreed that this security deposit shall not be considered trust funds and that the Landlord may deposit the same in any bank or depository selected by said Landlord, and may commingle it with other funds. Landlord need not account for any interest earned on said deposit during the term of this Lease. If Tenant defaults in any of the terms, covenants or agreement contained herein to be performed by Tenant; Landlord may apply that portion of the secured deposit to cure such default. If said security deposit shall not equal the amount of such damage the Landlord may apply said deposit as partial settlement of such damage, but by so doing Landlord shall not be precluded from pursuing other remedies or rights. Upon the faithful performance by the Tenant of all the covenants, conditions and agreements contained herein to be performed by Tenant, and upon the termination of the term of this Lease, unless such term shall have been terminated by the Landlord or Landlord's agents because of a default by Tenant, the Landlord shall pay over to "X" a sum of money equal in amount of said deposit within fifteen (15) days after such termination. The Tenant shall not apply or deduct any portion of the security deposit from the last month's rent or use or apply such "X"'s security deposit at any time in lieu of payment of rent. (NOTE: The State's Residential Landlord and Tenant Act respecting security deposits should be consulted by the parties.)

4. **Term.** This Lease shall be for an original term of one year commencing _____, 200_, and unless terminated pursuant to the provisions below, or extended by written agreement signed by Landlord and Tenant, shall end at midnight on _____, 200__.

5. **Utilities.** Tenant shall be responsible for, and promptly pay when due and payable, the following utilities: [water] [electricity] [natural gas] [trash collection] [telephone service] [cable television] [_____]. Such utilities shall be placed in the Tenant's or "X"'s name at date of occupancy. The following utilities shall be paid by Landlord: _____.

6. **Taxes.** Landlord shall timely pay or cause to be paid

when due all real property taxes or assessments, general or special, now or hereafter imposed by any federal, state, or local government on the Premises.

7. **Insurance**. Landlord shall purchase and maintain extended property coverage and comprehensive general liability insurance on the Premises, including a property damage provision, insuring against liability for injury to persons or property occurring on or about the Premises or arising out of the ownership, maintenance, use or occupancy of the Premises.

7.1 Tenant may, but is not required to, purchase and maintain additional insurance on its maintenance, use or occupancy of the Premises.

7.2 The Tenant agrees and understands the Landlord assumes no responsibility for loss or damage to Tenant's personal property or to other contents of the lease premises.

8. **Liens and Encumbrances**. This Lease may be subordinate to any existing or future deeds of trust, provided the lender executes a non-disturbance agreement in favor of Tenant.

9. **Maintenance and Repair**. Landlord shall repair and maintain in good working condition the Premises and all portions of the Premises, including without limitation the roof, exterior walls and foundation of any structures located on the Premises; all mechanical systems, including the plumbing, heating, cooling, electrical and ventilating systems, all equipment, fixtures, lighting fixtures, lamps, boilers, heaters and appliances on the Premises; and all windows, doors, gutters, downspouts, and other appurtenances to any structures on the Premises. Tenant shall have no maintenance or repair responsibilities whatsoever for the same, except as stated in Section 9.1.

9.1 Tenant shall keep that part of the Premises they occupy and use as clean and safe as the condition of the premises permit. In addition, the Tenant agrees to do the following:

A. Remove from such Tenant's dwelling unit all rubbish, garbage and other waste in a clean and safe manner.

- B. Keep all plumbing fixtures in the dwelling unit or used by the Tenant as clean as their condition permits.
- C. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators in the Premises.

10. **Use of Premises.** Only the Tenant who signs this Lease or children of the Tenant shall live in the property. Tenant agrees that the rental unit shall be occupied by no more than ___ persons, consisting of ___ adults and ___ children. Failure of Tenant to notify Landlord and "X" of any change in said number of persons shall constitute a breach of this Lease Agreement. In addition, the Tenant agrees to do the following:

- 10.1 Not allow any persons on the premises without the express or implied permission or consent of the Tenant, and not engage in conduct that will disturb persons on neighboring properties.
- 10.2 Obey all laws and ordinances of the United States, the State, and the City of _____.
- 10.3 Agree to abide by all rules and policies of "X" Housing Program.
- 10.4 Notify "X" and Landlord or his agent promptly of any item of noncompliance with this Lease and any damage caused by the Tenant, his invitees or family, and any damage to the Tenant's apartment/house or the common area of which the Tenant has knowledge. Violation of this paragraph shall not only be a breach of the Rental Agreement but in addition, Tenant agrees to reimburse Landlord for any damage Landlord suffers by reason of any such violations.

11. **Pets.** No pets or other animals may be brought onto, or kept by Tenant, or Tenant's children, guests, or invitees, on the premises.

12. **Alterations.** Tenant shall make no alterations in the Premises without the prior written consent of Landlord or his

agent. In the event written permission is given by Landlord, no such alteration, additions, modifications, brackets, or other attachments shall thereafter be removed by Tenant, if such removal cannot reasonably be made without damage to the Lease Premises.

13. **Assignment or Sublease**. Tenant shall not assign this Lease or sublease the Premises without the prior consent of Landlord, which shall not be unreasonably withheld. "X" shall be notified promptly by Landlord and Tenant of any proposed assignment or sublease by Tenant prior to any such assignment or sublease.

14. **Right of Access**. Landlord and "X" shall have the right to enter the dwelling unit at reasonable hours, after reasonable notice to the Tenant, given either written or orally, in order to inspect the Premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors. Landlord and "X" may further enter the dwelling unit without the consent of Tenant in the event of an extreme hazard involving the potential loss of life or severe property damage to property of Landlord, Tenant or other persons residing in or upon the Premises. Tenant agrees to further let representatives of "X" enter the Premises upon reasonable notice with regard to any matter concerning "X"'s Housing Program.

15. **Eminent Domain**. If any part of the Premises or any part of the access to or from the Premises is taken under the power of eminent domain, conveyed in lieu of condemnation, or acquired for any public or quasi-public use, Tenant may at its sole option terminate this Lease.

16. **Damage by Casualty**. If the Premises are destroyed or substantially damaged by fire or other casualty, either Tenant or Landlord may terminate this Lease. If this Lease is so cancelled, rent shall be paid only to the date of cancellation. Tenant shall vacate the Premises immediately upon such cancellation.

16.1 If neither Tenant nor Landlord elects to terminate this Lease in case of destruction or damage by casualty, this Lease shall continue in full force and effect and Landlord shall restore the Premises

(including, without limitation, any improvements constructed by Tenant) to at least their previous condition, within a reasonable time. For the purpose of restoration, Landlord and its agents and contractors may enter the Premises. Rent shall abate during the period of time the Premises are uninhabitable due to damage, destruction, or restoration.

17. **Housing Program Compliance.** Tenant agrees to comply with the requirements imposed under the Contract with "X" Housing Program, dated _____, 200_. Noncompliance with the terms of that contract shall confer to "X" the right to terminate the contract. Termination of the contract is considered an event of default under this Lease.

18. **Default by Landlord.** Except as otherwise provided in the state's statutes governing Landlord Tenant Law, if there is a material noncompliance by Landlord with this Rental Agreement, Tenant may deliver a written notice to the Landlord specifying the acts and omissions constituting the breach and that the Rental Agreement will terminate upon a periodic rent-paying date not less than thirty (30) days after receipt of the notice. The Rental Agreement shall terminate as provided in the notice, subject to the following:

- (1) If the breach is remediable by repairs or the payment of damages or otherwise, and Landlord adequately initiates a good faith effort to remedy the breach within fourteen (14) days after receipt of the notice, the Rental Agreement shall not terminate. However, in the event that the same or a similar breach occurs after the 14-day period provided therein, Tenant may deliver a written notice to Landlord specifically describing the breach and stating that the Rental Agreement shall terminate upon a periodic rent-paying date not less than thirty (30) days after the receipt of such notice by Landlord. The Rental Agreement shall then terminate as provided in such notice.
- (2) Tenant may not terminate for a condition caused by an act or omission of, or which is or can be properly attributable to or applicable to, Tenant

or any person on the Premises at any time with Tenant's express or implied permission or consent.

Except as otherwise provided in the State's Statutes governing Landlord Tenant Law, Tenant may recover damages and obtain injunctive relief for any noncompliance by Landlord with the Rental Agreement. The remedy provided in this paragraph shall be in addition to any right of Tenant arising earlier in this Section 18.

If the Rental Agreement is terminated, Landlord shall return that portion of the security deposit recoverable by "X" under the State's Residential Landlord and Tenant Act.

The provisions of this Section 18 shall not limit Landlord's or Tenant's right to terminate this Rental Agreement pursuant to State's Statutes governing Landlord Tenant Law, and amendments thereto.

19. **Default by Tenant.** Except as otherwise provided in the State's Statutes governing Landlord Tenant Law, if there is a material noncompliance by Tenant with the Rental Agreement, Landlord may deliver written notice to Tenant specifying the acts and omissions constituting the breach and that the Rental Agreement will terminate upon a date not less than sixty (60) days after receipt of the notice, if the breach is not remedied in fourteen (14) days. A copy of such notice shall be delivered at the same time to "X". The Rental Agreement shall terminate as provided in the notice regardless of the periodic rent-paying date, except that if the breach is remediable by repairs or the payment of damages or otherwise, and Tenant adequately initiates a good faith effort to remedy the breach prior to the date specified in the notice, the Rental Agreement will not terminate. However, in the event that such breach or a similar breach occurs after the 14-day period provided in this paragraph, Landlord may deliver written notice to Tenant that the Rental Agreement will terminate upon a date not less than sixty (60) days after receipt of the notice without providing the opportunity to remedy the breach. The Rental Agreement shall then terminate as provided in such notice regardless of the periodic rent-paying date.

Landlord may terminate the Rental Agreement if rent is unpaid when due following expiration of the time period for notice and

opportunity to cure specified under Section 2 above and, in addition to what is stated in Section 2 above, Tenant fails to pay rent within three (3) days after written notice by Landlord of nonpayment and such Landlord's intention to terminate the Rental Agreement if the rent is not paid within such 3-day period. The d-day notice in the previous sentence is not to be issued unless and until the time allowed under Section 2 expires without the rent having been paid. The 3-day notice period provided for in this paragraph shall be computed as three consecutive 24-hour periods. When such notice is served on Tenant or to some person over 12 years of age residing in the Premises, or by posting a copy of the notice in a conspicuous place at the Premises, the 3-day period shall commence at the time of delivery or posting. When such notice is delivered by mailing, an additional two days from the date of mailing should be allowed for Tenant to pay such Tenant's rent and thereby avoid having the Rental Agreement terminated.

Except as otherwise provided in the State's Statutes governing Landlord Tenant Law, Landlord may recover damages and obtain injunctive relief for any noncompliance by Tenant with the Rental Agreement.

The provisions of this Section 19 shall not limit a Landlord's or Tenant's right to terminate the Rental Agreement pursuant to State's Statutes governing Landlord Tenant Law, and amendments thereto.

19.1 If Tenant defaults, Landlord agrees that "X"'s liability for the appropriate portion of the monthly rent, as set forth above shall extend only for a period of thirty (30) days following the date of such default. In the event of early termination of the Lease agreed to by Landlord, "X"'s liability shall only extend to the date of such termination. In no event shall "X" have any liability hereunder after one year from the date of this Lease.

20. **Notices and Disclosures.** Except as stated in Section 19 above, all notices or other communications shall be in writing signed by the sender, and shall either be (a) personally delivered, or (b) mailed by certified mail, return receipt requested, at or to the following addresses:

Landlord:

Tenant:

"X":

Mail to: "X"

20.1 Any party may change the address by written notice to the other. Notices shall be effective when received (if personally delivered) or when deposited in the United States Mail (if mailed by certified mail).

20.2 Landlord is _____
_____. The name and address of the person authorized to manage the leasehold Premises on behalf of that corporation is:

(Name)

The person on whom service of process should be made is as follows:

(Name)

21. Waiver of Subrogation. Landlord and Tenant each

respectively waive all rights of recovery against the other and the other's agents, employees, permitted licensees and assignees, for any loss or damage to property or injury to or death of persons, to the extent the same is covered or indemnified by proceeds of any insurance, or for which reimbursement is otherwise received. This agreement, however, shall apply only so long as the parties' respective insurance companies expressly concur in this agreement and waive all subrogation rights. Nothing in this section shall impose any greater liability upon the Tenant than would have existed in the absence of this section.

22. **Successors and Assigns.** This Lease shall inure to the benefit of and be binding upon the heirs, estates, executors, administrators, receivers, custodians, successors and assigns of the respective parties.

23. **Amendments.** This Lease contains the entire agreement of the parties. No amendments may be made to this Lease except by an agreement in writing executed by all the parties.

24. **Miscellaneous.** The following provisions are additional terms of this Lease:

24.1 The captions of the sections of this Lease are inserted for convenience only and shall not be used in the interpretation or construction of any provisions of this Lease.

24.2 If any provision of this Lease is held invalid or unenforceable, the holding shall affect only the provision in question, and all other provisions of this Lease shall remain in full force and effect.

24.3 The rule that the terms of an agreement are strictly construed against the drafting party shall have no application to the construction or interpretation of this Lease.

25. **"X" Approval.** This Lease is expressly subject to the approval of the Board of Trustees of "X", a not-for-profit corporation.

26. **Use of Premises and Extended Absence of Tenant.** Tenant shall occupy the Premises only as a dwelling unit.

Tenant shall notify Landlord of any anticipated extended absence from the Premises in excess of seven (7) days, such notification to be given no later than the first day of the extended absence.

Intending to be fully bound, the parties have executed this Lease the day and year first above written.

LANDLORD

By: _____

"X", an not-for-profit Corporation

By: _____

TENANT

By: _____