



LEASE AGREEMENT

Effective 7/1/2019

MEMPHIS HOUSING AUTHORITY
PUBLIC HOUSING DWELLING LEASE AGREEMENT

Effective date of the Lease: ___/___/___

Revised on: 2019

Applicant #:

ARTICLE I
Terms and Conditions

THIS LEASE AGREEMENT (called the "Lease") is made this day of , in the year between Memphis Housing Authority, (called the "MHA" or "MHA") and (called the "Resident" or "Tenant").

1. Description of the premises

(a) Address of unit: The MHA hereby leases to the Resident a dwelling unit located at , (unit), (city), Tennessee (zip code).

- (b) Such dwelling unit consists of bedroom (s).
- (c) The MHA, using data provided by the Resident about their income, family composition, and housing needs, leases to Resident, the property (called "premises" or "dwelling unit") subject to the terms and conditions set forth in this Lease.
- (d) The premises must be used only as a private residence for the Resident and the authorized household members named in Article III.1. (a) and (b) of this Lease.

2. Period of the Lease

(a) Initial rent (prorated for partial month) shall be \$_____ and if applicable, the Resident shall receive the benefit of \$_____ from the MHA for utility Reimbursement (for partial month) paid to the Utility Supplier for the period beginning on ___/___/20___ and ending at midnight on ___/___/20___. Prorated rent shall be paid in full upon execution of this Lease Agreement.

Thereafter, monthly rent in the amount of \$_____ shall be payable in advance on the first day of each month, and shall be delinquent after the fifth (5th) business day of each month. A utility reimbursement of \$_____ per month (if applicable) shall be paid to the utility supplier by MHA for the Resident.

(b) Renewal: Unless otherwise modified or terminated in accordance with any Article of this Agreement, or unless MHA advises the resident that this Lease shall not be renewed, this Lease shall automatically be renewed on a month to month basis.

Renewal of this lease does not waive any past due or current rent or other charges that are owed to the MHA by the resident.

- (c) MHA may not renew the lease if the family has violated requirements for resident performance of eight hours of community service or participation in an economic self-sufficiency program and as stipulated in the lease agreement.

3. Rental charges

- (a) The monthly rental charge stated in Article 2(a) above shall remain in effect until adjusted by the MHA in accordance with the Admissions and Continued Occupancy Policy (ACOP).

ARTICLE II. Rent Payments

- 1. (a) **Due Date:** Rent is due and payable on the first day of each month and shall be considered delinquent after the 5th business day of the month. If the 5th business day of the month falls on a Saturday, Sunday or legal holiday, rent shall be considered timely paid on the next business day following that Saturday, Sunday or legal holiday, but delinquent thereafter. Rent may include utilities, fines and all maintenance services not due to normal wear and tear. If payment is not received on time, a late charge will be automatically accessed to the resident's account as stated in Article V (4)-Late Charges.
- (b) **Rent Payment:** Rent shall be paid through any of the following: 1) check, money order, or cashier's check mailed by the resident directly to the MHA or placed in the MHA's drop box or 2) Payments listed above will be accepted at the site management offices or via electronic payment, if applicable. **CASH WILL NOT BE ACCEPTED.**
- (c) **Return Check Charge:** Any time a check, money order, or cashier's check or other form of payment is not honored, the MHA may collect a fee of \$10.00. If a personal check is returned unpaid twice within a twelve-month period, only money orders or cashier's checks will be accepted during the subsequent 12-month period.

ARTICLE III. Authorized Members of the Household

1. Authorized occupants are the individuals who make up the family composition and other household members listed below. Each family member 18 years of age or older shall sign the Lease to acknowledge their acceptance of all terms.

- (a) Family composition (*list head of household (HOH), spouse or co-head, other family members*):

NAME	AGE	RELATIONSHIP
		HOH

(b) Household members who are not part of the family composition (*for example, live-in aide, foster child/adult*).

(c) Additions: Any addition to the individuals permitted to reside in the premises, other than natural births, requires advance written approval from the MHA. Such approval may be granted at the discretion of the MHA and only if the unit size is appropriate, and the new adult family member passes the MHA's screening criteria including, but not limited to, a criminal history check. Resident agrees to wait for the MHA's written approval before allowing additional person/s to move into the premises. This provision applies equally to all persons, including spouses, children under foster care or temporary custody, foster adults, and live-in aides.

Live-in aides: A person who resides with an elderly, disabled or handicapped person and who:

- (i) Is determined to be essential to the care and well-being of the person;
- (ii) Is not obligated for the support of the person; and

(iii) Would not be living in the unit except to provide the necessary supportive services to the person.

(d) Removals: Removals for any reason of any of the household members named above on the Lease shall be reported in writing by the Resident to the MHA within ten (10) days of occurrence.

2. In addition to the head of household and/or spouse, each member of the household 18 years or older except live-in aids, shall sign the Lease to acknowledge their acceptance of all terms. Members of the household upon attaining age 18 years after initial lease execution shall sign a new lease with all other adult members of the household at the next annual re-examination.
3. This Lease will not be revised to permit a change of family composition resulting from a request to allow adult relatives to move into a unit except under circumstances as determined by the MHA.
4. As listed in Article III, Authorized Members of the Household cannot participate in any other subsidized housing program provided by Federal, State or local housing assistance program. Multiple residencies and/or multiple rent subsidies are grounds for eviction.
5. Only the persons listed in Article III of this Lease are authorized to use the unit's address on their driver's license, identification card, or as their mailing address as required by (24 CFR § 966.4 (f) (2) and (3)).

ARTICLE IV. Security Deposit

1. MHA must collect a security deposit from the applicant at the time of the initial lease execution. The security deposit will be the greater of:
 - A) One month's total tenant payment, or
 - B) \$100
2. The security deposit is refundable.
3. An applicant may be rejected if he/she does not have sufficient funds to pay the deposit.
4. When a tenant transfers to a new unit, MHA will transfer the security deposit.
5. Security Deposits will be maintained by MHA in a separate bank account.
6. The security deposit may not be used to pay rent or other charges while Resident occupies the dwelling unit. No refund of the security deposit will be made until Resident has vacated, and MHA has inspected the dwelling unit.

7. Disposition: At lease termination, the MHA may choose to impose a claim on the security deposit for:
 - (a) Unpaid rent;
 - (b) The cost of repairing damage to the unit beyond normal wear and tear;
 - (c) Other charges due from the Resident to the MHA

Upon vacating of the premises for termination of the Lease, if the MHA does not intend to impose a claim on the security deposit, the MHA shall have thirty (30) days to return the security deposit so long as the Resident furnishes MHA with a forwarding address. If any deductions are made, MHA will furnish the Resident with a written statement of any such costs for damages and/or other charges deducted from the security deposit.

8. Notification: Failure by the Resident to give the required 30 days' notice of intent to vacate will relieve the MHA of the 30 days' notice requirement but shall not waive any right the Resident may have to the security deposit or any part of it.

ARTICLE V. Utilities

1. The Resident agrees to comply with all applicable rules and regulations issued by any Federal, State or local governmental authority regarding the regulation and conservation of utilities or fuels and not to waste or otherwise misuse the utilities provided by the MHA. Resident also agrees to abide by any local ordinance or house rules restricting or prohibiting the use of space heaters in multi dwelling units. Denial or disconnection of utility services that are paid by the Resident, the MHA will not terminate assistance if the resident restores the utility service legally and timely within 24 hours of the disconnection.

The resident's total monthly rental payment shall be adjusted per the utility allowance schedule submitted by the MHA to the United States Department of Housing and Urban Development. Where the utility allowance exceeds the total tenant payment of the family, the MHA will provide a utility reimbursement payment. If the family owes any sums to the MHA or any other housing authority, the MHA may use any utility reimbursement amount owed to the family as payment.

- (a) MHA-Supplied Utilities, Services and Equipment: If indicated by an "X" in column (1) below, the indicated utility, service and equipment is supplied by MHA and is included in the resident's rent. At developments where utilities are provided by MHA, a charge may be assessed for excess utility consumption This charge does not apply to Residents who pay their utilities directly to a utility supplier.
- (b) Resident-Paid Utilities, Services and Equipment: If indicated by an "X" in column (2) below, an allowance for utilities appropriate for the size and type of dwelling unit shall be established for utilities paid by the Resident directly to the utility suppliers. By initialing next to the marked items below, the resident agrees to supply or pay the marked services and equipment If the utilities allowance results in a net rent credit to the Resident, the MHA may pay the utility reimbursement jointly to the Resident and the utility supplier, or directly to the utility supplier, unless the Resident is paying flat rent. The MHA may change the utilities allowance at any time during the term of the Lease. Unless otherwise allowed by federal regulations, the MHA shall give the Resident 60-day written notice of the annual revised Utility Allowance.

The Resident must pay for the utilities/services in column (2). Payments should be made directly to the appropriate utility company where applicable. Resident must pay promptly any utility bills for utilities supplied to Resident by a direct

3. **Fines:** The Resident agrees to pay fines, different from maintenance charges, that are incurred because of violations to the rules and regulations as set forth in the lease agreement. A schedule of charges shall be maintained by the site management office.
4. **Late Charges:** A charge of 10% of the outstanding rent paid after the fifth business day of the month. MHA shall provide written notice of the amount of any charge in addition to Resident's rent and when the charge is due. Charges in addition to rent are due no sooner than 14 days after Resident receives MHA's written notice of the charge.
5. **Other Amounts:** As a further condition of this Lease, Resident agrees to pay all other amounts owed to MHA such as back rent, delinquent rent late charge, excess utilities, back charges, violation fines, pursuant to a repayment agreement, court order, judgment, eviction, or lease termination and all other amounts owed to MHA.
6. **Appliances:** Each resident is responsible for the care and use of each appliance and fixture in their unit provided by the MHA. A resident may be charged for the cost of repairs to an appliance or fixture damaged by misuse, lack of proper care, or an act of negligence.
7. The above charges are due no sooner than 14 days after Resident receives MHA's written notice of the charge. Failure to pay timely will result in a lease termination.

ARTICLE VI. Resident's Obligations

Resident and all members of its household agrees that violation(s) of this Article is a serious violation of a material term of the lease agreement, and is good cause for termination of the lease. As a requirement for continued occupancy of a dwelling unit the Resident and members of its household in addition to other obligations described elsewhere in this Lease Agreement must:

1. Abide by all regulations and conditions established by MHA in the Lease, ACOP, and with the requirements the Uniformed Residential MHA and Tenant Act, and all applicable building codes, housing codes, criminal codes, federal regulations, state or local law that impose obligations relating to the occupancy of a dwelling unit and surrounding premises.
 - a. Resident understands and agrees that the premises are a private dwelling and only tenants, their family members and their invited guests are licensed or privileged to enter or remain upon the premises and its attachments.
 - b. Resident understands and agrees that the premises may have a posted notice that only tenants, family members and invited guests are allowed on the premises and posted notice that trespassing is not tolerated.
 - c. Resident understands and agrees that the Memphis Police Department and the Shelby County Sheriff's Office employees and agents may enter the above-listed premises and its attachments to arrest those found thereon who are not tenants, their family members or invited guests.
 - d. Resident understands and agrees that they are responsible for their family members and invited guest while on the premises.
 - e. MHA and Resident agree that, for the purposes of this Lease, the phrase "under Resident's control" refers to or is only applicable to "another person."
 - f. Resident agrees that Violent criminal activity shall include any criminal activity that has as one of its elements the use, attempted use, or threatened use of a physical force substantial enough to cause, or be reasonably likely to cause, nontrivial bodily injury or property damage.
 - g. Resident understands that non-violent activity shall include any activity that threatens the health, safety or right to peaceful enjoyment by the residents or employees of the MHA.

2. Comply with the terms of the Lease and ACOP, including but not limited to rent payment and housekeeping requirements.
3. Use the dwelling unit exclusively as a private residence for themselves and household members listed in Article III., 1 (a) of this Lease, and not to use or permit its use for any other purpose (See 24 CFR § 966.4 (f) (2) and (3)). This provision does not exclude the care of foster children or live-in care of a member of Resident's family, provided the accommodation of such persons conforms to MHA's Occupancy standards, and so long as MHA has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit.
4. Not assign the Lease; nor sublease the dwelling unit; nor give accommodation to unauthorized occupants/boarders.
5. Not give accommodation to any guest more than a total of fourteen (14) days per year, whether or not consecutive, unless the resident obtains the advance written consent of the MHA. Not to allow any other person, including guest or visitors, or other person otherwise under the control of the resident, to reside or to stay as a guest in the dwelling unit during the resident's absence unless the resident obtains the advance written consent of the MHA.
6. Advise the MHA if the resident will be absent from the unit for more than seven (7) consecutive days. Residents shall notify the MHA in writing, secure the unit, and provide a means to contact the resident in an emergency.
7. Ensure that school-age children are enrolled in school, attend regularly and comply with local and state school attendance requirements.
8. Keep the dwelling unit, the surrounding premises, common areas, grounds and any such other areas as may be assigned to the Resident for the Resident's exclusive use in a clean, safe and sanitary condition. This includes keeping the unit free of hoarding, front and rear entrances and walkways, for the exclusive use of Resident, free from hazards and trash and keeping the yard free of debris and litter.
9. Not make alterations or repairs or redecorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of the MHA. Not make changes to locks or install new locks on exterior doors without the MHAs written approval. Not use nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers accepted) without authorization by the MHA.
10. Refrain from and cause members of their household, guests or other persons under their control to refrain from destroying, defacing, damaging or removing MHA's property from the dwelling unit, common areas or other MHA property.
11. Dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by the MHA.
12. Notify the MHA promptly of any known need for repairs to the dwelling unit and of any known unsafe condition in the common areas and grounds of the development that may lead to damage or injury.
13. Not move or remove provided equipment and/or appliances from the unit or building. All provided equipment and appliances must be permanently retained in the original location.
14. Not use any other illumination or florescent device other than the electric lighting provided is allowed.
15. Use, all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances, including elevators only in reasonable manner.
16. Not display, use, or possess or allow members of Resident's household or guests to display, use or possess any illegal firearms, (operable or inoperable) or other illegal

- weapons as defined by the laws and courts of the State of Tennessee anywhere on the property of the MHA.
17. Pay reasonable charges, (other than for normal wear and tear), for the repair of damages to the dwelling unit, or to MHA buildings, facilities or common areas caused by the Resident, any member of their household, a guest or another person under the Resident's control.
 18. Meet community service, work or family self-sufficiency public assistance program requirements as applicable.
 19. Refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission by the MHA.
 20. Refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit, except that roof antennas, satellite dishes or cable services may be installed in accordance with regulations set forth by MHA or local, state or federal laws.
 21. Take reasonable precautions to prevent fires caused by carelessness, failure to supervise children or unattended cooking and to refrain from storing or keeping flammable materials upon the premises as well as refrain from the removal or disconnection of smoke alarms or removal of batteries.
 22. Avoid obstructing sidewalks, areaways, galleries, passages, elevators, stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.
 23. Refrain from smoking in all enclosed areas on the premises this includes but is not limited to the community buildings, common areas, inside dwelling units, hallways, stairs, elevators, restrooms, lobby area and any other enclosed area and outdoor areas within 25 feet from the development and administrative office building. This is also applicable to resident's guest and other person under the resident's control.
 24. Act in a cooperative manner with neighbors, and MHA employees, to refrain from and cause members of the Resident's household or guest to refrain from acting or speaking in an abusive or threatening manner towards neighbors and the MHA's employees.
 25. Take reasonable steps to prevent or halt illegal activity known or should have been known to the Resident by immediately contacting the MHA or seek outside intervention from law enforcement officials or social service agencies.
 26. Act and cause household members, guests or other persons under the Resident's control, to act in a manner which will not disturb other residents' peaceful enjoyment of their premises. If written notification is given to the Resident or any adult household member concerning any guest, neither the Resident nor any household member shall permit such person to have access to the leased unit where the Resident and household members reside. The Resident and household members agree that such person who subsequently visits the site where the Resident's unit is located shall be considered a trespasser. The Resident and household members shall cooperate in all respects with MHA personnel and law enforcement officers in treating such person as a trespasser.
 27. Not knowingly allow any individual placed on Authorization of Agency (AOA) by local law enforcement or MHA's Police Department or any agents of MHA on the premises.
 28. Not publicly consume alcoholic beverages within the common areas and grounds of the property. Any noticeable public drunkenness, abuse or pattern of abuse of alcohol that affects the health, safety, and/or right to peaceful enjoyment of the premises by other residents is prohibited.
 29. Not have any member of the household subject to a lifetime registration requirement under a State Sex Offender Registration Program.
 30. Report all changes in total family income, assets and family composition to the MHA site office within thirty (30) days after they occur.

31. Not receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.
32. Not misrepresent family income, assets, or composition. Resident and Household Members shall not commit fraud, bribery, or any other corrupt or criminal act in connection with any government agency or program. If it is determined that resident or any household member has provided fraudulent information or committed fraud in connection with the application process, or to otherwise remain in the dwelling unit.
33. Assure that the Resident, any member of their household, or guest does not engage in activity criminal or non-criminal which threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of MHA.
 - a. Any activity criminal (violent, non-violent, or drug related) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of MHA; or
 - b. Drug-related criminal activity, whether “on or off the premises” for the Resident, any member of their household, or a guest, and “on the premises” for other persons under the Resident’s control. Drug-related criminal activity shall include illegal possession, manufacture, sale, distribution, use and/or possession with intent to manufacture, sell, distribute, or use, a controlled substance; or
 - c. Any activity that interferes with the job responsibilities of, or in any way threatening or obstructing the MHA employees, authorized vendors, contractors, service personnel, Commissioners or representatives of the MHA.
34. Assure that no other person under the Resident’s control engages in activity criminal or non-criminal which threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of MHA:
 - a. Any activity criminal (violent, non-violent, or drug related) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of MHA
 - b. Drug-related criminal activity, whether “on or off the premises” for the Resident, any member of their household, or a guest, and “on the premises” for other persons under the Resident’s control. Drug-related criminal activity shall include illegal possession, manufacture, sale, distribution, use and/or possession with intent to manufacture, sell, distribute, or use, a controlled substance .; or
 - c. Any activity that interferes with the job responsibilities of, or in any way threatening or obstructing MHA employees, authorized vendors, contractors, service personnel, Commissioners or representatives of the MHA.
35. Remove any personal property left on the MHA premises when Resident leaves, abandons or surrenders the dwelling unit.
36. Refrain from, and cause members of Resident’s household to refrain from keeping maintaining, harboring, or boarding any animal of any nature in the dwelling unit except in accordance with the MHA’s Pet Policy and not to feed any stray animals.
37. Not violate or flee to avoid prosecution, or custody or confinement after conviction for a crime, or attempt to commit a crime that is a felony under the laws of the place from which the individual flees.
38. Abide by the curfew ordinance and or laws as established by State and Local Government.
39. Refrain from pulling or setting off the fire alarm due to smoking, carelessness or when there is not an emergency.

40. Keep the entire unit free of rodent or insect infestation. The evidence of the presence of any pests must be reported to the MHA. Resident must comply with the process and procedures to eradicate rodent or insect infection.
41. Accept the replacement unit offered by MHA.
- 42.. Pay rent or other payments when due. Repeated late payments shall be defined as failure to pay the amount of rent or other charges due by the 5th business day of the month. Three late payments within a 12-month period shall constitute a repeated late payment.
43. Not tamper with utilities to illegally obtain service, or changing the account to an adult person that is not listed as a family member in this Lease.
44. Pay utility bills when Resident is responsible for paying such bills directly to the supplier of utilities.
45. Report to any reexamination interview or provide verification of any information required by the MHA.
46. Pay maintenance costs, fines, late charges and other amounts within two weeks of notice given by the MHA.
47. Permit the MHA to enter the dwelling unit during reasonable hours to perform routine inspections, preventive maintenance, improvements or repairs.
48. Accept the MHA's proposed change(s) to this Lease.
49. Only allow the person listed in Article III of this lease to use the unit's address on their driver's license, identification card, vehicle registration, or their mailing address.
50. Not allow a former resident of MHA whose lease has been terminated or evicted to occupy the unit.
51. Not allow access to the building to anyone other than your invited guest.
52. Not to violate MHA's Vehicular Towing Policy.

ARTICLE VII. MHA Obligations

The MHA will:

1. Maintain the dwelling unit and the development in decent, safe, and sanitary condition and in good repair in accordance with 24 CFR § 5.703.
2. Comply with requirements of applicable building codes, housing codes and HUD regulations materially affecting health and safety.
3. Make necessary repairs to the dwelling unit.
4. Keep development buildings, facilities and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition.
5. Maintain in good and safe working order and condition electrical, plumbing sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by MHA.
6. Provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish and other waste removed from the dwelling unit by the resident. However, MHA is not obligated to provide individual trash cans.
7. Supply running water, reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (per local custom and usage) except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection.
8. (i) Notify the Resident of the specific grounds for any proposed adverse action by MHA. Such adverse action includes, but is not limited to, a proposed lease termination, transfer of the resident to another unit, or imposition of charges for maintenance and repair, or excess consumption of utilities.

- (ii) When required to afford the Resident opportunities for a hearing under the grievance procedure, inform the Resident of the right to request such hearing.

ARTICLE VIII. Inspections/ Entry of Premises

1. Prior to occupancy, the MHA and the Resident shall inspect the dwelling unit and immediate surrounding premises. The MHA shall furnish the Resident with a written statement of the condition of the dwelling unit, immediate surrounding premises and the equipment provided within the unit. This statement shall be signed by the MHA and the Resident and a copy retained in the Resident's file.
2. When the Resident vacates the dwelling unit, the MHA shall inspect the unit and furnish the Resident with a written statement of any claims to the Security Deposit pursuant to Article IV of this Lease. The Resident and/or his representative will be provided the opportunity to join in such inspection unless the Resident vacates without notice to the MHA.
3. The Resident agrees that upon at least forty-eight (48) hours advance written notice, a duly authorized agent or representative of the MHA shall be permitted to enter the dwelling unit during reasonable hours to perform routine inspections, preventive maintenance, improvements or repairs. However, the Resident's request for maintenance shall constitute permission to enter the unit when the MHA's maintenance staff comes to perform such maintenance work, even if the Resident and all adult members of the household are absent from the premises.
4. The MHA shall have the right to enter the Resident's dwelling without prior notice to the Resident if there is reasonable cause for the MHA to believe that an emergency condition exists. If the Resident and all adult members of their household are absent from the premises at the time of entry, the MHA shall leave a written statement notifying the Resident of the date, time, and purpose of entry.

ARTICLE IX. Unit Defects Hazardous to Live, Health and Safety

In the event the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health or safety of the Resident, the rights and obligations of the Resident and the MHA are as follows:

1. The Resident shall immediately notify the MHA of the damage and the MHA shall make repairs within a reasonable time of the Resident's reporting the condition to the MHA.
2. If the necessary repairs cannot be made within a reasonable time, the MHA shall offer the Resident a replacement dwelling unit, if available. If the damage was caused by the Resident, any member of their household, or guests, the reasonable cost of the repairs shall be charged to the Resident.
3. Resident agrees to continue to pay full rent, less the abated portion agreed upon by MHA, during the time in which the defect remains uncorrected. No abatement of rent shall occur if Resident rejects alternative accommodations or if Resident, household members, or guests caused the damage.
4. If the MHA determines that the dwelling unit is untenable because of imminent danger to the life, health and safety of the Resident, and alternative accommodations are refused by the Resident, this Lease shall be terminated, and any rent paid will be refunded to the Resident.
5. Storage of paper or plastic bags or materials adjacent to the hot water heater, HVAC, range, or refrigerator creates a health and fire hazard and is strictly prohibited.
6. Use of portable cooking grills of any type is not permitted on the balcony or patios.
7. The MHA strives to ensure the safety of its premises and residents by installing gates, fences, locks, security officers or security cameras, as applicable. However, The MHA makes no representation or guarantee that its premises are safe from the threat of theft,

injury or damage to Residents, its family members or invited guest while on the property. It is the Resident's responsibility to purchase the necessary insurance.

ARTICLE X. Legal Notices

1. All notices, except as provided in Article VIII.4, required to be delivered to the Resident pursuant to this Lease shall be delivered in writing by any one of the following ways:
 - (a) To the Resident or an adult member of the Resident's household; or
 - (b) If the Resident and all adult members of the household are absent from the premises, by leaving a copy at the residence or;
 - (c) by prepaid first-class mail properly addressed.
2. All notices required to be delivered to the MHA by the Resident shall be in writing either sent by prepaid first-class mail addressed to the site management or delivered by the head of household, or other household member, in person to the site manager's office or to the MHA's Central office.
3. Unopened, cancelled first class mail returned by the Post Office shall be sufficient evidence that notice was given.
4. After the 5th business day, if rent is delinquent, resident will receive a Legal Notice of Non-Payment of Rent and other Charges. Resident's will have 14 days to cure the delinquent rent and other charges.
5. When the MHA evicts a Resident from a dwelling unit for criminal activity, the MHA shall notify the local post office that such individual or family is no longer residing in the unit, so the post office will stop mail delivery for such persons

ARTICLE XI. Posted Notices

The lease agreement, rules, regulations and schedules for special charges for services, repairs or utilities, shall be posted in the site office and shall be furnished to applicants and Residents upon request. During the term of the Lease, the MHA may change the terms and conditions of this Lease. The MHA shall notify the Resident of any change at least thirty (30) days before the proposed effective date of the change. The Resident may accept the changed terms and conditions by signing a new Lease, addenda or amendments to the existing Lease. Failure to sign indicates that the Resident has rejected the changed terms and conditions and they intend to terminate the tenancy effective 30 days from proposed changes.

ARTICLE XII. Termination of the Lease

This Lease may be terminated by the Resident at any time, by the Resident giving thirty (30) days written notice. This Lease may be terminated by the MHA for serious or repeated violation of material terms of the lease committed by the Resident, any member of their household or invited guest. Resident agrees that violations in accordance with **Article VI** and any provisions of this Lease, the MHA's Admission and Continued Occupancy Policy (ACOP), The Uniformed Residential MHA and Tenant Law Act Tennessee Statutes and as it may be amended is a serious violation of a material terms of the lease and is good cause for termination of the lease. The MHA may evict a Resident(s) from the unit only by bringing a court action.

1. The MHA may also terminate the Lease if the Resident repeatedly interferes with or is counter to the Lease or discovery after admission of facts that made the resident ineligible for admission or if the Lease has expired and has not been renewed.
2. If the MHA proposes to terminate this Lease, the termination of the Lease shall be by Federal and State law as follows:
 - a. MHA shall give fourteen (14) days written notice of termination if said termination is caused by Resident's failure to pay rent. Such notice shall not be sent until the rent is delinquent in accordance with Article II.1 (a) of this Lease.

- b. MHA shall give three (3) days written notice of termination for serious violations of the Lease. Such as violence or threats to health, safety or welfare of person or property as outlined by T.C.A. § 66-28-517.
- c. MHA shall give a (3) days written notice of termination considering the seriousness of the situation in the case of violence or threats to the health, or safety of other Residents, MHA's employees, registered agents, Commissioners, contractors and all duly authorized agents acting on behalf of the MHA.
- d. MHA shall give thirty (30) days written notice of termination in any other case
- e. Any notice to vacate (or quit) that is required by State or local law maybe be combined with, or run concurrently with the notice of lease termination under this section. The Notice to Vacate must be in writing, and specify that if Resident fails to quit the premises within the applicable statutory period, appropriate action will be brought against Resident, and Resident may be required to pay the costs of court and attorney's fees.

XIII. Collection Agency

If your account is placed with a Collection Agency, a collection-fee of up to 33.3% may be added to your account and shall become a part of the Total Amount Due. You will be responsible for all reasonable collection fees including collection fees, reasonable attorney fees and court cost. You agree, that for us to service your account or to collect any amounts you may owe, we and our collection agencies may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. We and our collection agencies may also contact you by sending text messages or emails, using any email address you provide to use. Methods of contact may include using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable.

ARTICLE XIV. Move-In/Move-Out

Moving into or moving out of the housing unit must be accomplished between Management office hours of 8:00 A.M. and 3:00 P.M. Monday through Friday. Vehicles must remain in the parking area and are not permitted on the lawns, walkways, or other access areas during the moving process. The resident(s) on the Lease agree to hold the MHA's staff harmless for any damage to, loss of value to, the receipt of, or the loss of any item delivered by a third party, agency, or company.

ARTICLE XV. Vehicles

All motorized vehicles parked on the development's property must comply with the following rules. Violation(s) may result in a fine(s), your vehicle being towed, and/or lease termination. All resident's motorized vehicle(s) parked at the development must be registered with the MHA and receive a MHA parking permit. Resident must provide the site management office with make and model of vehicle, VIN number and license plate number. Due to parking limitations, residents are allowed one vehicle per household at the high-rise developments.

Vehicle registration must reflect as owner or co-owner the name of one or more household's members listed in Article III of the Lease Agreement. No vehicle may be registered using the dwelling unit as the address for the vehicle registration by any person not listed in Article III of the Lease. Failure to register your vehicle with the site management office will result in a fine and/or your vehicle being towed. Repeatedly violations may result in a lease termination.

- A. Any vehicle(s) within the boundaries of the property found to be in an inoperable condition or illegal to operate will be towed at the owner's expense. Inoperable condition includes, but is not limited to: flat or missing tire(s) mechanical problem(s), (i.e. motor will not start, drive train problem, no brakes), or damage from a collision. Illegal to operate includes, but is not limited to, a broken windshield or head lamp, no current registration, or no current license tags.

- B. The storage of resident/non-resident vehicle(s) is strictly prohibited. If not immediately removed, the vehicle(s) will be towed at the owner's expense.
- C. All vehicles are to be maintained with legal license plates, vehicle registration, and MHA's parking pass. Vehicles not properly registered will be towed at the owner's expense in accordance with Tennessee State Law.
- D. Washing vehicles with water provided by the MHA is strictly prohibited. Violation of this rule will result in a fine charged to be assessed against the resident for each violation of this rule. Mobile car washing is also prohibited on the premises.
- E. The repair of vehicles on the development property is strictly prohibited. Any vehicle deemed under repair and inoperable by MHA will be towed from the property after serving proper notice to the owner. Battery assisted starting of vehicles and changing flat tires is permitted provided the vehicle is not left unattended on any type of jack, jack stand, or block at any time.
- F. Vehicles with a fluid leak (oil, transmission fluid, radiator, etc.) will not be parked within the physical boundaries of the property at any time. Any vehicle with a fluid leak will be removed from the property immediately upon written notification from MHA. The vehicle will not be allowed to be parked at the development until proof of repair of the fluid leak is provided to the site management staff. The resident(s) on the Lease will be responsible for any cleaning and/or damages to the parking lot surface.
- G. Parking of any kind is not guaranteed. Vehicles will be allowed to park in designated parking areas. Motorized vehicles are considered parked when stopped for any period of time. It is the resident's responsibility to inform guests where to park.
- H. Any vehicles not properly parked within designated parking areas will be towed at the owner's expense. Any vehicle parked in a "NO PARKING" area (i.e. fire lanes, loading zones, service zones, walkways, or sidewalks within the development) will be towed at the owner's expense. Vehicles without proper handicapped tags parked in spaces designated for handicapped parking will also be towed at the owner's expense. Vehicles parked in employee designated spots will also be towed at the owner's expense.
- I. The driving, parking, and/or operation of any type of vehicle on the lawns are strictly prohibited. Vehicles may be operated in the driveways and parking lots only. Violations will result in corrective action deemed necessary by MHA and/or local police agencies.
- J. MHA is not responsible for the safety or security of your vehicle(s) or your guest's vehicle(s). It is the Resident's responsibility to have insurance.
- K. The parking or driving of commercial vehicles used by residents for work is prohibited on the property. All vehicles weighing more than 4,000 pounds are prohibited on the development except for the temporary delivery of goods or services to the property and/or residents.
- L. Large trucks, motor homes, boats and trailers, utility trailers, commercial vans and/or trucks, 4-wheelers, excavation equipment, or any commercial equipment is strictly prohibited from the development property.
- M. All residents and/or his/her guest are required to comply with the speed limit and to operate motorized vehicles with caution within the development.
- N. **Notice is considered properly served when posted on an obvious location on the vehicle, such as the front, back, or side window of the vehicle.**

ARTICLE XVI. Key(s) and Lock(s)

There will be an afterhours Lockout fee for any lockouts. Any alteration, addition, and/or replacement of a lock(s) are strictly prohibited. A fee will be charged to the Resident for lost, stolen, or damaged key cards. Should the lock require changing for any reason other than the lock's failure to operate correctly due to normal wear and tear, there will be a fee per lock. Exceptions may be considered for survivors of VAWA. Failure to return all keys issued will result in a charge for each lock change.

ARTICLE XVII. Community Appearance

Violation(s) will result in a fine, maintenance charge and/or a lease termination.

- A. Sheets, blankets, aluminum foil or other unauthorized items are not acceptable for window coverings.
- B. No personal, seasonal, or special use or other unsightly items may be stored or displayed on balcony, patio area, or common entries. Only furniture designed for outside use may be placed on the patio or balcony.
- C. Sidewalks, entrances, passages stairways, corridors, hallways, elevators and courtyards should not be obstructed, encumbered, or used for any purpose other than entering and exiting the premises.
- D. The lawns and/or common areas should be kept free of unattended or abandoned furniture, toys, litter and other personal property.
- E. No signs, advertisements, notices, other lettering or flyers should be exhibited, inscribed, painted, or affixed by any resident or guest on or to any part of the exterior of the building or community property without the express written consent of the site manager or designee. Graffiti on the MHA's property is prohibited.
- F. Street and building numbering may not be altered by the resident.
- G. No awning, radio antenna, television antenna, wires, or other projections are allowed in and/or about any part of the buildings and/or common areas. All requests for cable television installations must be directed to the site manager or designee.
- H. Volume of stereos, televisions, radios, etc., is to be controlled at a minimum sound level so as not to violate the rights of neighbors to the quiet and peaceful enjoyment of their unit.

ARTICLE XVIII. Housekeeping Standards

In keeping with the Federal Regulations governing the public housing program, the site manager or designee will inspect each unit quarterly and annually in accordance with the MHA's inspection schedule to determine compliance with the following standards of housekeeping. The site manager or designee will notify the Resident in writing if they fail to comply with the standards as listed below. Failure of a second inspection within a reasonable period within 12 months which results in a threat to health or safety of the resident or other residents is a violation of the lease terms and may result in additional charges and/or eviction. Training will be available at no cost to any Resident requesting or needing assistance in complying with the Housekeeping Standards.

A. GENERAL AREA STANDARDS

1. Walls, floors and ceilings should be clean and free of dirt, grease, holes, cobwebs, fingerprints and any other hazards.
2. Windows must be clean and operable. Stickers, decals, tinting and signs are prohibited. Windows must not be blocked by any objects which may hinder their use as a means of escape during an emergency. Window coverings are required. Shades or blinds should be intact.
3. Woodwork should be clean, free of dust, gouges and scratches.
4. Doors should be clean, free of grease and fingerprints. Doorstops should be present and locks work.
5. Heating units should be dusted and access uncluttered.

6. Smoke detectors should be operable and not covered. Any malfunctions shall be reported immediately to the MHA. Resident shall not damage, remove, tamper with or otherwise interfere with the normal operation of smoke detectors, sprinklers or other safety devices within the dwelling unit or development.
 7. Fire extinguishers should be kept within easy reach in the event of an emergency or in the installed brackets where provided.
 8. Trash should be disposed of properly and not left in the unit.
 9. The entire unit should be free of rodent or insect infestation. The evidence of the presence of any pests must be reported to the MHA. Failure to cooperate may result in lease termination.
- B. KITCHEN AREA STANDARDS**
1. Stove should be clean and free of food and grease.
 2. Refrigerator should be clean and drawers operational. The freezer should not be overly packed where freezing is hampered. All doors should be closed and handles in place. **Do not use acid-based cleaners** as they may cause the refrigerator to rust.
 3. Cabinets should be clean and neat. Cabinet surface and countertop should be free of grease and spoiled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans are not to be stored under the sink.
 4. Exhaust fan should be free of grease and dust and remain uncovered.
 5. Sink should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
 6. Food storage areas should be neat and clean without spilled food.
 7. Trash/garbage should be stored in a closed container until removed to the disposal area.
- C. BATHROOM AREA STANDARDS**
1. Toilet and tank should be clean and odor free.
 2. Tub and shower should be clean and free of excessive mildew. Where applicable, shower curtains should be in place, and of adequate length.
 3. Sink and medicine cabinet should be clean.
 4. Exhaust fans should be free of dust and remain uncovered.
 5. Floors should be clean and dry
- D. STORAGE AREA STANDARDS**
1. Linen closets should be neat and clean.
 2. Other closets should be neat and clean. No flammable materials should be stored in the unit.
 3. All storage areas should be clean, neat and free of hazards.

ARTICLE XIX. Waste Removal - Waste Containers/Enclosures

Waste containers are provided for trash and garbage disposal. Residents are required to use the containers provided. Violations will result in a fine, maintenance fee and/or lease termination.

- A. No trash or garbage accumulation is allowed in the unit. No discarded trash, garbage and/or household or personal item(s) is allowed in storage areas, laundry facilities, common areas or anywhere on the community property but must be placed in trash containers provided by the development.
- B. All trash and garbage must be placed in a plastic bag, sealed, and properly placed **inside** the dumpster. Trash and garbage are not to be placed on top or beside the waste container(s).

- C. The placing of discarded furniture, mattresses, box springs, or other personal property in the waste container(s), and/or any common areas or within the property boundaries is strictly prohibited.
- D. Removal of infested furniture must be placed in plastic bags, sealed and properly discarded.
- E. It is the responsibility of the resident to remove from the property, and properly dispose of, all unwanted household item(s) or personal property. The total cost to MHA for the removal of the unwanted household item(s) or personal property will be charged to the resident.
- F. The improper disposal of trash, garbage and/or other disposable household or personal item(s) may result in littering fines.
- G. The placing or dumping of any highly flammable material in the waste container(s) which will or may cause fire in the dumpster is strictly prohibited.
- H. Grease, paint, acids and other problem materials may not be disposed of through the drain(s) and/or sewer system. A resident may be charged the cost of repairs to the system if found in violation of this rule.
- I. Foreign objects are not allowed in a sink drain, disposal, water closet or tank, and/or sewer system. A resident may be charged the cost of repairs to the system if found in violation of this rule.

ARTICLE XX. Conduct

Residents are permitted to have a guest(s) visit their residence. Resident's guest(s) are subject to the terms of the Lease Agreement. The resident retains strict liability for the guest(s) action(s) and conduct while the guest(s) are on the development property. All visitors must sign in at the front desk and present Identification, if applicable. Resident's must accompany their invited guest at all time.

ARTICLE XXI . Common Areas and Grounds

Laundry facilities are available for resident's use only. The laundry machines are maintained by a commercial laundry company. Use of the laundry facilities is at your own risk. Any abandoned or unattended personal item(s) in any of the common areas and grounds will be disposed of without prior notice if the owner is unknown.

ARTICLE XXII. The Use of Community Space

The request to use community spaces must be submitted in writing to the site manager or designee at least 72 hours in advance. The site manager or designee will communicate in writing to the requestor the final determination and coordinate space usage. The MHA reserves the right to deny any request for community space usage.

ARTICLE XXIII.

Admissions and Continued Occupancy Policy (ACOP) please see ACOP for listed Policies:

Alterations	Small Scale, In-Home Business
Authorizations of Agency "AOA"	Smoke Free
Community Services	Solicitation
Fire Arms, Weapons, Dangerous Objects and /or Materials	
Fraud and Unreported Income	Transfer
Grievance and Appeals	Violence Against Women Act
Pet Ownership and Assistance Animal	
Relocation	
Reasonable Accommodations	

ARTICLE XXIII
Miscellaneous Provisions

- 1 This Lease, shall constitute the entire agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- 2 This Lease confers rights and remedies only upon the Tenant and MHA identified in Articles I of this Lease, those individuals identified in Article III, and the United States Department of Housing and Urban Development. No person, other than the Tenant, MHA and the United States Department of Housing and Urban Development, has any rights or remedies under the Lease, including but not limited to enforcement thereof.
3. Nothing herein shall alter, affect, modify, change or extend any other agreement between the Resident and the MHA unless specifically stated herein.
4. The invalidity of all or any part of this Lease shall not render invalid the remainder of this Lease or the remainder of such section, if the remainder would then conform to the requirements of applicable law.
5. This Lease shall be governed under the laws of the State of Tennessee as to all matters, including but not limited to matters of validity, construction, effect and performance. Venue for any litigation between parties regarding this Agreement shall lie only in State and Federal court in Shelby County, Tennessee.
6. I/We realize that failure to comply with the terms of this Lease Agreement and the ACOP is a violation of our Lease and may be grounds for my/our Lease to be terminated.
7. No delay of failure by the MHA in exercising any rights 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.
8. If the Tenant's fails to quit the premises after termination of the lease and court action is brought against the tenant; the tenant may be required to **pay the cost of court and reasonable attorney's fee.**
9. MHA's execution of any repayment agreement, annual re-examination, certification or required lease renewal is executed with reservation of MHA's right to proceed with termination of your lease and is not a waiver of MHA's Termination of your lease and the right to proceed with this legal action.
10. MHA's acceptance of any payments of rent and other charges is an acceptance with reservations of MHA's rights to proceed with the termination of your lease and is not a waiver of MHA's termination of your lease and the right to proceed with its legal action.
11. Additional copies of documents such as birth certificates, social security cards, license, records of any such, additional lease agreement and polices shall cost the Resident \$.15 cent per page.
12. I/We have received a copy of the ACOP and information including "The Danger of Lead Poisoning to Homeowners" and "The Danger of Lead Poisoning to Renters." The above information has been thoroughly explained to me/us. I/We understand the possibility the lead-based paint may exist in the unit.

Execution: By Tenant's signature below, Tenant and household agree to the terms of this lease and all additional documents made a part of the lease by reference.

By signature (s) below I/we also acknowledge that the Provisions of this Lease Agreement have been received and thoroughly explained to me/us.

TENANT _____ DATE _____

CO-TENANT _____ DATE _____

ADULT HOUSEHOLD MEMBER _____ DATE _____

ADULT HOUSEHOLD MEMBER _____ DATE _____

ADULT HOUSEHOLD MEMBER _____ DATE _____

MANAGER _____ DATE _____

TENANT'S CERTIFICATION

I, _____ hereby certify that I, and other members of my household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to MHA before execution of the lease, or before MHA approval for occupancy of the unit by the Household member. I further certify that all information or documentation submitted by myself or other Household members to MHA in connection with any federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge and belief.

Tenant's Signature

Date

INSURANCE SUBROGATION AGREEMENT

Resident expressly agrees and understands that Resident is not an intended beneficiary and is not a co-insured under Memphis Housing Authority's property casualty insurance policy, fire insurance policy, or any other insurance policy insuring Memphis Housing Authority. Resident further expressly agrees and understands that Memphis Housing Authority or its insurance carrier is not precluded from asserting subrogation rights against the Resident for any losses or damages caused by the Resident's negligence, recklessness or wrongful acts or omissions. By signing this agreement, Resident acknowledges that he or she may be liable to Memphis Housing Authority or its insurance carrier, via subrogation, for any damages resulting from the Resident's negligence, recklessness, or otherwise wrongful act or omission.

Any and all insurance policies and insurance agreements under which Memphis Housing Authority is a beneficiary or an insured are for the sole and exclusive benefit of Memphis Housing Authority. Resident is not an intended beneficiary of, or a co-insured under, any of Memphis Housing Authority's insurance policies, and nothing in this agreement shall be construed to imply otherwise. Nothing in this agreement shall be construed as precluding Memphis Housing Authority or its insurance carrier from asserting its subrogation rights and pursuing a recovery from the Resident and any liability insurance carrier providing coverage to the Resident.

TENANT _____ DATE _____

CO-TENANT _____ DATE _____

ADULT HOUSEHOLD MEMBER _____ DATE _____

ADULT HOUSEHOLD MEMBER _____ DATE _____

ADULT HOUSEHOLD MEMBER _____ DATE _____

MANAGER _____ DATE _____

