

**PRESQUE ISLE HOUSING AUTHORITY
PUBLIC HOUSING LEASE**

GENERAL:

The Presque Isle Housing Authority (herein referred to as the Authority or Management), in consideration of the rights herein reserved and representations made by the Resident signing this Lease as put forth in the application, hereby leases to the Resident the following:

1. PARTIES AND PREMISES:

Resident _____	Effective Date _____
Unit Address _____	Bedroom Size _____
Monthly Rent \$ _____	Security Deposit \$ _____

MANAGEMENT PAID UTILITIES:

HEAT ELECTRIC HOT WATER WATER/SEWER
 TRASH RECEPTACLE(S) / FACILITY

FAMILY COMPOSITION:

The premises will be occupied solely by the Resident and members of the household as listed below:

Name	Relationship	Date of Birth
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The Resident agrees and understands that occupancy of the premises under this Lease is limited to the Resident and Resident Family Members listed above. If any person other than those listed above occupies the premises or any portion thereof, other than provided in Section 4, it shall be a material breach of this Lease and constitute cause for termination of this Lease by Management. Management retains the right to control and prevent access into the buildings and grounds of all unauthorized persons. The Resident must inform Management of the birth, adoption, or court-awarded custody of a child within 10 business days. Resident must request Management approval (excluding natural births) to add a new family member, live-in aide, foster child or foster adult. If a family member ceases to reside in the unit, the Resident must inform Management within 10 business days.

2. MONTHLY LEASE:

This Lease commences upon the date of execution, continues for the remainder of this calendar month and for the terms of one (1) month thereafter; provided, however, that in the absence of a Notice to Terminate, as provided for in Section 15 herein, the Lease will automatically be renewed for the successive terms of one (1) calendar month upon payment each month by Resident of the rent as specified or as adjusted by a further endorsement at the end of this Lease in accordance with the provisions of Section 3 hereof.

3. PAYMENTS DUE UNDER THE LEASE:

Resident agrees and understands that a violation of this Section by the Resident shall be a material breach of this Lease and shall constitute cause for termination of this Lease by Management.

A. Pro-rated rent for the period of _____ through _____
is \$ _____ . Thereafter, monthly rent in the amount of \$ _____

will be due on or before the first day of each month and shall remain in effect until adjusted in accordance with the provisions of this Lease. If the first falls on a weekend or holiday, the rent is due and payable on the first business day thereafter. If a family's rent changes, the Authority will notify the family of the new amount and the effective date by sending a "Notice of Rent Change" which will become an attachment to the Lease.

- B.** Resident agrees that rent not paid by the close of business on the day it is due shall be considered delinquent. Said close of business shall be in accordance with the Authority's business hours, and rent must be paid at the Office located at 58 Birch Street, Presque Isle, ME 04769. Payments received must be made by personal check, financial institution bill pay service, cashier's check or money order. Cash payments more than \$50.00 will not be accepted. Payments may be made in person, mailed or placed in the drop box outside the office. **DO NOT PLACE CASH IN THE DROP BOX.** If an accommodation is needed on where to pay rent, other arrangements can be made. Upon said rent being delinquent, Management shall have the right to terminate the Lease in accordance with the provisions of Section 16 of this Lease. If Resident fails to make the rent payment by the seventh day of the month, an Eviction Notice (14-Day) will be issued to the Resident on the 8th of the month (or following business day).

When a check is returned for insufficient funds or is written on a closed account, the rent will be considered unpaid and a return check fee will be charged to the family in accordance with the Schedule of Charges included with this Lease and posted at the Office. Future checks will not be accepted from the Resident after the first offense.

C. LATE CHARGES:

If rent due under the Lease has not been paid in full by the 15th day of the month, Resident will be assessed a late charge in the amount allowable by Statute, currently an amount equal to 4% of the Resident's monthly rental payment. Repeated late payment of rent is cause for eviction. Late charges are due and payable fourteen (14) calendar days after the billing.

D. UTILITIES:

Management agrees to furnish the utilities as provided for in Section 1, but shall not be liable for the failure to provide service under circumstances beyond its control. No charge will be imposed for providing the utilities furnished by the Authority. There is a published schedule of Excess Utilities for Resident-owned appliances that are paid by the Resident. Amounts charged for excess utilities shall be posted and based on the average cost for the use of a major Resident-owned appliance. The Schedule of Excess Utility Charges is posted at the Authority's Office. Excess Utility revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in cost shall become effective during the current month if consumption is noted prior to the 15th of the month or on the 1st of the following month otherwise. Excess Utility Charges for Resident-owned appliances are due and payable on or before the first of each month with the rent. Upon said Excess Utility Charge(s) being delinquent, Management shall have the right to terminate the Lease in accordance with the provisions of Section 16 of this Lease. If Resident fails to make the Excess Utility payment by the seventh day of the month, an Eviction Notice (14-Day) will be issued to the Resident on the 8th of the month (or following business day). Management may grant requests for relief from Excess Utility Charges for elderly, ill or disabled Residents through the Reasonable Accommodation process.

E. SECURITY DEPOSIT:

Resident agrees to pay a Security Deposit in the amount of one (1) month's rent or One Hundred Dollars (\$100.00), whichever is greater. The Authority will consider payments for Security Deposit

for economic hardships as long as the minimum Security Deposit amount of \$100.00 is paid at move in. Management shall place the Security Deposit in a separate account established for the sole purpose of holding security deposits. Upon termination of this Lease, Management may use the Security Deposit as reimbursement for any unpaid rent and for actual expenses incurred in repairing damages to the premises (except for reasonable wear and tear) caused during the Resident's occupancy, and for any other actual loss or damage sustained as a result of the Resident's breach of terms or conditions of this Lease.

Management will provide the Resident with a written list of any charges against the Security Deposit within thirty (30) days of the move out inspection. If the Resident disagrees with the amounts charged, Management will discuss the charges with the former Resident.

The Security Deposit, less any deductions for unpaid rent, repair of damages that exceed normal wear and tear as listed on the Move Out Inspection Report and other charges due under the Lease, shall be returned to the Resident within thirty (30) days after the Resident vacates the unit (per State Law) or Management shall provide the Resident with a written statement of all deductions mailed to Resident's last known address within thirty (30) days.

When the Resident transfers from one unit to another, the Authority will transfer the Security Deposit to the new unit. The Resident will be billed for any maintenance or other charges due for the "old" unit.

F. KEY DEPOSIT:

Resident agrees to pay a Key Deposit for each apartment key and for each mailbox key they receive. Please see the attached Schedule of Charges for the amount of the Key Deposit. Resident agrees to return all keys assigned to them upon termination of this Lease.

Management will use the Key Deposit at the termination of this Lease to pay for each key needing to be replaced when the key(s) is / are not returned by the Resident to Management. If all key(s) is / are not returned, a lock core change fee will be assessed in accordance with the Schedule of Charges. Management will refund the Key Deposit(s) for every key(s) that is / are returned by the Resident to Management.

The return of the Key Deposit shall occur within thirty (30) calendar days after the Resident moves out. Management agrees to return the Key Deposit to the Resident when he / she vacates, less any deductions for any key not returned. If any deductions are made, Management will furnish Resident with an explanation in the final bill / refund form.

G. DAMAGES:

Resident acknowledges that Resident is responsible for the Resident's unit under this Lease. Resident agrees to pay reasonable charges (other than for wear or tear) for the repair of damages to the dwelling unit, to the development (including damages to development buildings, facilities, or common areas) caused by the Resident, a member of the household, or a guest. Resident shall have until the close of the next business day to report acts of vandalism and / or damage occurring after office hours, weekends or legal holidays. All acts of vandalism to Resident's unit shall be reported to the Presque Isle Police Department by the Resident and Resident acknowledges that failure to comply with these regulations shall result in Resident being charged for said damages. Nothing in this Section shall relieve Resident of the obligation to pay for all damages or acts of vandalism committed by Resident, Resident family members or guests. A Schedule of Charges of standard material and labor shall be posted at the management office. Maintenance and damage charges are due and payable fourteen (14) calendar days after the billing.

H. EVICITION FEES:

In the event legal proceedings are required to recover possession of the premises, the Resident will be charged with all court costs including but not limited to: Sheriff's Service Fee(s), Court Filing Fee and Writ of Possession Fee.

4. RECERTIFICATION OF RENT, DWELLING SIZE AND ELIGIBILITY:

- A. The Resident acknowledges and agrees that the leased premises are a part of the development operated by the Authority to provide housing for low-income families; that to fulfill its purpose, the Authority, with the approval of the U.S. Department of Housing and Urban Development (HUD), has adopted eligibility requirements and a rent formula based on family composition, income, and assets; that the Authority shall have a right to determine the monthly rent, dwelling unit size, and eligibility of the Resident when necessitated by changes in the Resident's family composition, income, or assets; that the Authority may require the Resident to transfer to another dwelling unit if the leased premises become inappropriate to the Resident's needs; and that the Authority shall have the right to request and receive information and certifications from the Resident regarding income, assets, expenses and family composition.

The Resident understands that the Authority assigns dwelling units according to the Occupancy Standards published in its Admissions and Continued Occupancy Policy (ACOP). The Standards consider the type (such as dwelling units designed for the elderly or handicapped) and size of the dwelling unit required by the number of household members.

- B. Resident further agrees to furnish to the Authority, upon request, information and certifications regarding income, assets, expenses and family composition as may be necessary for the Authority to make determinations with respect to rent, eligibility and the appropriateness of apartment size.
- C. The failure of the Resident to furnish true and accurate information on any application, certification, recertification or request for interim recertification will result in immediate termination of this Lease. Further, Title 18, Section 1001 of the United States Code states that a person is guilty of a felony for knowingly and willingly making a false or fraudulent statement to any Department or agency of the United States or the U.S. Department of Housing and Urban Development (HUD).
- D. In the event that either an annual or interim recertification shall lead to a determination that an adjustment is necessary in the Resident's monthly rent, the Authority shall mail an "Annual Rent Change, Flat Rent Change or Interim Rent Change" to the Resident in accordance with Section 15 of this Lease.
- E. The monthly rent set forth in Section 3 of this Lease, or adjusted rent pursuant to this Section 4, shall remain in effect for the period between an annual and / or interim recertification, except if the Resident misrepresents or fails to report to the Authority any material fact affecting the determination of the Resident's rent, so that rent Resident is paying is less than Resident should have been charged, Resident agrees to enter into a repayment agreement in accordance with Section 5 of this Lease.
- F. If the Authority determines on the basis of the Resident's family composition that the leased premises are no longer appropriate to the Resident's needs, and if the Authority has available a dwelling unit of appropriate size, then the Authority may require the Resident to move to the available unit in accordance with the Transfer Policy. The Authority shall notify the Resident. Residents will receive one offer of a transfer.

When the transfer is required by the Authority, the refusal of that offer without good cause will result in Lease termination. If accepted, the Resident shall move to the new unit within 7 calendar days unless an unusual hardship exists. If the Resident fails to move to the designated dwelling unit within the notice period specified by the Authority, the resident will be charged a pro-rated rent amount or the Authority may terminate this Lease in accordance with Section 16 herein.

When the transfer has been requested by the Resident, the refusal of that offer without good cause will result in the removal of that family from the transfer list. In such cases, the family must wait six (6) months to reapply for another transfer.

- G. When the Authority re-determines the amount of rent payable by the Resident, not including determination of the Authority's Excess Utility Statement for families in the Public Housing Program, or determines that the Resident must transfer to another unit based on family composition, the Authority shall notify the Resident and the Resident may ask for an explanation stating the specific grounds of the Authority determination, and if the Resident does not agree with the determination, the Resident shall have the right to request a hearing in accordance with the Grievances and Appeals Procedure in the Authority's Admissions and Continued Occupancy Policy (ACOP).

H. ANNUAL RECERTIFICATION:

The Resident agrees that an annual recertification of their eligibility for Public Housing will be completed at least once per year based on the anniversary of their move-in date. All adult household members must attend the annual recertification appointment. Upon request by the Authority, 120 days in advance of the anniversary of their move-in date, the Resident will furnish true and accurate information to the Authority as to the Resident's total income, assets, expenses and family composition, which shall be used by the Authority in determining whether the monthly rent shall be adjusted, whether the leased premises are still appropriate for the Resident's needs and whether the Resident still meets eligibility requirements. The Resident's total family income shall be determined by the Authority on the basis of the anticipated annual income for the succeeding twelve (12) months from the date of such recertification with current income the primary basis for estimating the total annual income. The Resident agrees to give the Authority proper authorization to verify all sources of income. In cases where annual income cannot be projected for a twelve-month period or the Resident is reporting no income and Resident has chosen the income based rent option, the Authority may schedule special rent reviews every thirty (30) calendar days.

Any re-determination of the monthly rent, dwelling size or eligibility shall be made in accordance with the approved statement of policies governing Admission and Continued Occupancy Policy (ACOP) in the office of the Authority.

At the annual review, the Authority shall advise the Resident of any annual income that will be excluded and if any adult household member qualifies for earned income disallowance.

At the annual review, the Resident may elect to change his or her rent choice option of income-based rent or flat rent. The flat rent option may only become effective at the time of admission and at the anniversary of the household's annual recertification. In addition, the Resident may request a change in the rent choice option before the date of the review if the family experiences a decrease in income; their circumstances have changed increasing their expenses for child care, medical, etc.; or other circumstances create a hardship on the family such that the formula method would be more financially feasible for the family. Income reviews will be held every third year for Residents choosing the flat rent option. Residents who have chosen this option will be notified of the date of their recertification. However, flat rent payers will need to still be reviewed annually by the Authority for non-rent issues.

Families may change rent calculation methods at any annual recertification. Families who have chosen the flat rent option may request a recertification and change to income-based rent at any time if the family's income has decreased, their ongoing expenses for child care or medical care has changed or any other circumstances that create a hardship for the family that would be alleviated by the change.

The Resident shall bring all required documentation to the scheduled annual recertification appointment. Failure to provide the paperwork by the specified date will result in the termination of your lease thirty (30) days from the due date. Residents needing assistance in completing forms may call the office and a staff person will assist in completing these forms for their annual recertification.

In the event that the annual recertification results in a rent decrease, such rent adjustment shall become effective on the first day of the month in which the anniversary of the Resident's move-in date occurred. In the event that the annual recertification results in a rent increase, such rent adjustment shall become effective on the first day of the month in which the anniversary of the Resident's move-in date occurred, following the forty-five (45) day notice period mandated by Maine Law.

Once the rental rate is established, it shall remain in effect until the effective date of the next annual recertification, unless another interim reexamination and change is warranted or the Resident elects to change to or from flat rent calculation method.

I. INTERIM RENT RECERTIFICATION:

Resident acknowledges that in between regularly scheduled annual recertifications, changes may occur in income, assets, expenses, employment status or family composition which would warrant an interim rent recertification. Resident agrees to notify the Authority in writing on an Interim (ANY) Change Form (provided in your move in packet or at the office) with any applicable supporting documentation upon any change which would result in an increase or a decrease of rent, or any change in family composition, within ten (10) calendar days of its occurrence. Resident understands that changes to be reported to the Authority between annual recertifications within the ten (10) calendar day period shall include, but not be limited to:

- (1) Birth, adoption or court awarded custody of a child;
- (2) A household member is leaving or has left the family unit;
- (3) Unemployment for any reason (strike, layoff, discharge, illness, disability, etc.);
- (4) Retirement, re-employment or change in employment;
- (5) Discontinuance of public assistance, such as unemployment compensation or TANF;
- (6) A change in annual income;
- (7) Childcare expenses for children under the age of thirteen (13) that are necessary to enable a member of the household to be employed or to go to school;
- (8) Handicapped assistance expenses, which enable a family member to work;
- (9) Medical expenses of elderly, disabled or handicapped heads of household, spouse or co-head that are not covered by insurance; or
- (10) Other circumstances that affect the family's adjusted income.

The Authority shall verify the information provided by the Resident to determine if a decrease change in the rent is warranted.

The Authority will conduct an Interim Recertification when the family's income increases by greater than \$200.00 per month, when a family which previously reported no income obtains a source of

income, and when the family's source of income changes from unearned to earned. In all other cases, the Authority will note the information in the Resident file, but will not conduct an Interim Recertification.

In the event that an interim recertification results in a **rent increase** and the family reported the increase within the required time frame, such increase will be effective on the first of the month following a forty-five (45) day notice to Resident mandated by Maine Law.

In the case of a rent increase due to misrepresentation, such as a family failing to report a change within the required time frame or failing to provide all required information within the required time frame, the increase will be applied retroactively to the first of the month following the month in which the misrepresentation occurred. The family will be responsible for any underpaid rent and may be offered a repayment agreement in accordance with the policies as stated in Section 5 Repayment Policy. Retroactive and immediate rental increases will not result in the household receiving a forty-five (45) day notice due to non-compliance.

In the event that an interim recertification results in a **rent decrease**, such decrease will be effective on the first day of the month following the month in which the change was reported provided that the Resident has reported such change in a timely manner. In cases where the change cannot be verified until after the date the change would have become effective, the change will be made retroactively.

J. ADDITIONAL RECERTIFICATION INFORMATION:

Notwithstanding the provisions listed above, a Resident's rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of the Resident's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud.

For purposes of rent adjustments, the reduction of welfare or public assistance benefits to a family that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements. Accordingly, a Resident's rent will be reduced as a result of such a decrease.

The Landlord shall give the Resident written notice of any change in the Resident's rent. The notice shall be signed by the Landlord, state the new amount the Resident is required to pay and the effective date of the new rental amount.

If a family is paying the minimum rent and its circumstances change creating an inability to pay the rent, the family may request an exemption of the minimum rent because of a recognized hardship.

Residents paying rent based on income may meet with the Authority to discuss any change in rent resulting from the annual or interim recertification; and, if the Resident does not agree with the determination of Resident rent, the Resident may request a hearing in accordance with the Authority's grievance and appeals procedure.

5. REPAYMENT POLICY:

Applicants, participants and Residents who owe rent or other amounts to the Authority or to another Authority in connection with low-income Public Housing, Housing Choice Voucher (Section 8), or any other housing assistance program under the U.S. Housing Act of 1937, shall be determined ineligible for admission and / or continued participation in housing programs administered by the Presque Isle Housing Authority. Resident shall be required to repay the Authority if they were charged less rent than required by HUD's rent formula due to the family's underreporting or failure to report income. Refusal to enter into a repayment agreement or failure to make payments on an existing or new repayment agreement by the Resident will result in termination of the Lease in accordance with Section 16. The Authority is required to determine a retroactive rent amount as far back as the Authority has documentation of resident reported income.

All repayment agreements will be in writing, dated, signed by both the Resident and the Authority, will include the total retroactive rent, other resident charge amount owed, amount of lump sum payment made at the time of execution, if applicable, and the monthly repayment amount. The monthly repayment amount plus the amount of current rent the family pays at the time of the repayment agreement will not exceed 40% of the family's adjusted income (30% of adjusted income as current rent, 10% of adjusted income as repayment). The terms of the agreement may be renegotiated if there is a decrease or increase in the family's income.

A Resident who has executed an agreement to pay in accordance with this Section shall not be eligible for transfer to another low-income Public Housing unit until all monies owed the Authority per the agreement are paid in full.

6. USE AND OCCUPANCY OF THE APARTMENT AND SURROUNDING AREAS:

- A. The Resident shall have the right to exclusive use and occupancy of the leased unit by the members of the household authorized to reside in the unit in accordance with this Lease;
- B. The apartment leased to the Resident under this agreement is designed for a family of the Resident's size and composition. The Resident agrees not to sublet, assign or permit the use of the apartment by persons other than the Resident's Family as defined in Section 1 above. This Section shall not be deemed to exclude foster children if properly listed in Section 1 above. The Resident has the right to reasonable accommodation of their guests. A Resident family must notify the Authority when overnight guests will be staying in the unit for more than three (3) days. The Resident further agrees to limit the period of occupancy of the apartment by any guest(s) of the Resident to fourteen (14) consecutive days or a total of thirty (30) cumulative days during any twelve (12) month period, unless by special permission of the Authority for good cause, subject to the right of the Authority to terminate the guest privileges of any Resident who, in the judgment of the Authority, has abused such privileges. "Guest" is defined as a person in the leased unit with the consent of a household member;
- C. The Resident that owns a pet agrees to abide by all conditions of the Authority's Pets Policy contained in Chapter 10 of the Admissions and Continued Occupancy Policy (ACOP), which is incorporated by reference into this Lease;
- D. The apartment is to be used solely as a private dwelling for the Resident and the Resident's household as identified in the Lease and is not to be used or permitted to be used for any other purpose;
- E. Waterbeds, furniture and belongings which cause stress to the structure, or potential hazards to the leased apartment or adjacent areas are prohibited. Air conditioners are allowed only in rooms with more than one window and such appliances are only allowed from June 1 through September 30. It

is the Resident's obligation to keep all windows closed and locked and doors (except to provide normal access and egress) closed during the heating season of November 1st through April 15th when the temperature is below 40 degrees;

- F. The Resident agrees not to do any of the following without first obtaining the Authority's written permission: a) dismantle, 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 development grounds; e) attach any shelves, screen doors or other permanent improvements in the unit or in any way alter the basic structure or grounds; (f) install or alter carpeting, resurface floors or alter woodwork; (g) install washing machines, dryers fans or heaters in an elderly / disabled unit; (h) place any aerials, antennas or other electrical connections on the unit; (i) install additional or different locks or gates on any doors or windows of the unit; or (j) operate a business as an incidental use in the unit.
- G. The Resident agrees that all possible conditions, which may arise within the development, cannot be anticipated at the time this Lease is executed. The Resident agrees that the Authority has the right to establish necessary and reasonable regulations from time to time for the benefit and well-being of the entire development. The Resident agrees to abide by such necessary and reasonable regulations established by the Authority, provided that such regulations are set forth in writing and are posted on a bulletin board at the office of the Presque Isle Housing Authority, 58 Birch Street, Presque Isle, ME 04769 at least thirty (30) days prior to the time such regulations are to be put into effect. Such regulations are incorporated by reference in this Lease; violation of such regulations constitutes a violation of this Lease.
- H. The resident agrees to not permit an unauthorized person(s) to stay or visit in the unit after they have been trespassed from the Presque Isle Housing Authority property by being served with an Order Not to Enter and after the resident has received notice of the trespass via letter.

7. OBLIGATIONS OF RESIDENT:

A. The Resident shall be obligated as follows:

- (1) No Resident of the Presque Isle Housing Authority or any of its developments, nor any member of such Resident's household shall engage in conduct which: a) causes or is likely to cause damage or destruction to the premises occupied by the Resident, or the other property of the Presque Isle Housing Authority within the development in which said premises are located, or to the properties of others within the neighborhood in which such development is located; b) is damaging, disruptive or disturbing to the other Residents of the Presque Isle Housing Authority within such development or to other persons residing in the neighborhood of such development, so as to materially diminish the enjoyment by such other residents or other persons of their respective premises, or c) shall constitute a nuisance;
- (2) Resident agrees to refrain from consuming, storing, selling or possessing illegal substances within or upon the property of the Authority and a finding of any such illegal substances within the Resident's assigned rental unit may be grounds for eviction by the Authority. Resident expressly acknowledges that confiscation of any illegal drug or substance from the premises by law enforcement authorities shall constitute a material breach of this Lease and be cause for immediate termination of this Lease by Management;
- (3) Not to provide accommodations for boarders or lodgers;
- (4) To keep the premises and equipment furnished by the Authority for the Resident's exclusive use in a clean and sanitary condition, to maintain the yard in front and rear (and side, if applicable) of the premises neat and orderly (such maintenance to include but not be limited

- to mowing, trimming, weeding and removing snow / ice from walks and steps / decks) and to otherwise assist in the maintenance of the premises. Residents who are determined by the Authority to be unable to perform such tasks because of age or disability may be exempt from this requirement by reasonable accommodation. If the Resident fails to maintain the yard as required above, the Authority may maintain the yard with its own employees and charge the Resident in accordance with the Schedule of Charges;
- (5) To dispose of all garbage, rubbish and other waste from the premises in a sanitary and safe manner from the unit, grounds and common areas of the development;
 - (6) To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances;
 - (7) To refrain from and to cause Resident's household members and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or development;
 - (8) To act and cause household members or guests to act in a manner which will not disturb other resident's peaceful enjoyment of their accommodations and will be conducive to maintaining the development in a decent, safe, and sanitary condition;
 - (9) To refrain from and to cause Resident's household members and guests to refrain from illegal or other activities which disrupt or impair the physical or social environment of the development;
 - (10) Use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
 - (11)
 - (a) To assure that the Resident, any member of the household, a guest, or another person under the Resident's control, shall not engage in:
 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's Public Housing premises by other residents or employees of the Authority;
 2. Any drug-related criminal activity on or off the premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy and eviction from the unit;
 - (b) For the purposes of subparts 1 and 2 above, the term "drug-related activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substances Act [21 U.S.C 802]);
 - (12) To permit Management to enter the premises for the purposes of performing annual inspections, periodic inspections, performing routine maintenance such as making improvements or repairs and to show the premises for re-leasing;
 - (13) To promptly notify Management of the need for any repairs to the leased premises, and to cooperate with pest control efforts by reporting any sighting of vermin or pests, and properly preparing the premises for treatment as prescribed by the Authority;
 - (14) To comply with the provisions of any rider attached to and incorporated in this Lease;
 - (15) To give Management notice in writing when the premises are to be vacant for two (2) weeks or more. Such notice shall not render Management responsible for any personal property of any nature or description left in or around the leased premises during Resident's absence;
 - (16) To promptly notify the Authority of any guest, visitor, or person (other than those already on the Lease) that will be staying in the unit for more than three (3) days and to limit the period of occupancy of the apartment by any guest(s) of the Resident to fourteen (14) consecutive days or a total of thirty (30) cumulative days during any twelve (12) month period;
 - (17) To utilize the storage area, if any, provided by the Authority for storage of out-of-season children's toys and equipment, prevent accidents within the development and to discourage theft. The Resident agrees that if he / she has not placed such items belonging to his / her family in the common storage area after reasonable notice from the Authority requesting him

- / her to do so, the Authority may remove such items and place them in the common storage area and the cost of such removal will be charged to the Resident;
- (18) To register any motor vehicle used by the Resident or a member of the Resident's household and parked regularly within the community. The Resident agrees to remove any unregistered or inoperable vehicles from the Authority. Such vehicles shall be considered illegally parked and subject to remedies under Section 9;
 - (19) To refrain from driving or allowing motorcycles on any grassed-in or common area. They must be driven in the streets only, according to City vehicle laws. Minibikes, mopeds, four-wheelers and snowmobiles are not allowed on the premises or the facilities of the housing area at any time;
 - (20) To take every precaution to prevent fires and avoid storage of flammable materials, equipment, or vehicles that would create a hazard. Resident shall not remove any batteries from a smoke detector, dismantle a smoke detector or fail to notify the Authority if the smoke detector is inoperable for any reason;
 - (21) To comply with all obligations imposed upon residents by applicable provisions of building and housing codes materially affecting health and safety. Inspection personnel from the City and Presque Isle Housing Authority shall be authorized to inspect dwelling units upon notification to Resident;
 - (22) Not to obstruct sidewalks, passages, stairways, hallways or front and rear doors of the dwelling nor to use these areas for any purpose other than entering or exiting the building;
 - (23) To be responsible for the replacement value of all equipment either borrowed from Management or otherwise placed in their custody by Management and not returned in the same condition (except normal wear and tear) upon request by Management;
 - (24) Not to make any repairs, additions or alterations without the written consent of the Authority;
 - (25) Not to violate the Smoke-Free Policy;
 - (26) Not to violate the Bed Bug Policy; and
 - (27) Comply with the Community Service Requirement, if non-exempt.

8. OBLIGATIONS OF MANAGEMENT:

Management shall be obligated, other than for circumstances beyond its control, as follows:

- A. To maintain the premises and the development in a decent, safe and sanitary condition;
- B. To comply with requirements of applicable building codes, housing codes, and U.S. Department of Housing and Urban Development (HUD) regulations materially affecting health and safety;
- C. To make necessary repairs to the premises;
- D. To keep development buildings, facilities and common areas, not otherwise assigned to the Resident, for maintenance upkeep in a clean and safe condition;
- E. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of individual Resident family) for the deposit and disposal of garbage, rubbish and other waste removed from the premises by the Resident in accordance with Paragraph 7.A. (5) above;
- F. To supply running water and reasonable amounts of hot water and heat at appropriate times of the year according to laws, local codes, customs and usage;
- G. To maintain in good and safe working order and condition, the electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the Authority;
- H.
 - (1) To notify the Resident of the specific grounds for any proposed adverse action by the Authority (such adverse action includes, but is not limited to, a proposed Lease termination, transfer of the Resident to another unit, imposition of charges for maintenance and repair or for excess utilities);
 - (2) When the Authority is required to afford the Resident the opportunity for a hearing under the Authority's Grievances and Appeals Procedure for a grievance concerning a proposed adverse

action, the notice of proposed adverse action shall inform the Resident of the right to request such hearing;

- (a) In the case of a Lease termination, a notice of Lease termination in accordance with 24 CFR Section 966.4 (i) (3) shall constitute adequate notice of proposed adverse action; and
- (b) In the case of a proposed adverse action other than a proposed Lease termination, the Authority shall not take the proposed action until the time for the Resident to request a grievance hearing has expired, and if a hearing was requested by the Resident, the grievance process has been completed.

9. MOTOR VEHICLE PARKING:

Management provides two marked parking spaces per apartment in the family developments and one marked parking space per apartment in the senior / disabled developments for parking for Resident, members of Resident's household or Resident's guests. Visitor parking spaces are also available and provided on a first-come / first-served basis in the developments covered by this Lease, but only at the Authority's discretion and only under the following conditions:

Resident agrees and understands that a violation of this Section by the Resident shall be a material breach of this Lease and shall constitute cause for termination of this Lease by Management. Vehicles owned, leased, or in the use of Resident, Resident family members, guests and visitors that are located on Management's property shall be subject to the following regulations:

- A. Automobiles shall be parked in designated parking areas only;
- B. No vehicle shall be allowed on any grassed-in area and must be driven in the streets according to City vehicle laws. Minibikes, snowmobiles and other off-road vehicles are not allowed on the premises or the facilities of the Authority at any time;
- C. All motor vehicles must be registered, State inspected and legally operable;
- D. No motor vehicle shall be used for storage purposes by the Resident, Resident family members, guests or visitors; and
- E. No motor vehicle judged by Management to be hazardous to the health, safety, and welfare of the residents of the area shall be permitted.

In the event any motor vehicle located on Authority property is in violation and ownership is known, Management shall provide one warning with a twenty-four (24) hour notice of such violation. Offenses after this warning will result in the vehicle being towed at the owner's expense. Management reserves the right to have a vehicle towed immediately, without notice, in emergency situations when the health or safety of residents or Management staff is at risk.

10. FIREARMS:

The Resident's possession of and display of firearms upon the premises must be in compliance with federal law, Maine state law, and any ordinances of the City of Presque Isle. Any violation of law in regard to firearms constitutes grounds for automatic termination of this Lease. Firearms and ammunition are not allowed in common areas including, but not limited to, playgrounds, shared decks / steps, shared hallways, parking areas, the Administration Building / Garage, the Community Center, Howard Place Community Room, Maintenance Shop(s) and any other building constructed or obtained for the operation of the housing authority (non-residential). A Resident may transport firearms to that Resident's rental unit if the firearm is unloaded and is both secured and encased, and is taken directly to and from the rental unit.

11. DAMAGE AND REPAIR:

- A. The Resident agrees to maintain his / her apartment and the common areas of the neighborhood immediately adjacent to his / her apartment in a safe and sanitary condition and to comply with all

obligations imposed. The Resident agrees to notify the Authority promptly of any needed repairs or unsafe conditions in his / her apartment, or within the neighborhood, except for normal wear and tear. Resident agrees to pay promptly reasonable charges assessed to the Resident by the Authority for repair of such damage caused to the Resident's apartment or the common areas of the neighborhood when such damage has been caused by the Resident, his / her family or guest(s). The Authority agrees to provide the Resident with an itemized list of such damages, the corrective action needed or taken and the costs for each of these items. The Authority may take separate legal action for the collection of any damage or money due or to enforce any right under this Lease. The Resident agrees that nonpayment of such assessment may be a separate cause for termination of this Lease as provided in Section 16 herein. Charges are due and payable 14 calendar days after billing.

- B. The Resident agrees that all personal property placed in the common areas under the control of the Authority shall be at the risk of the Resident or the owner of such personal property and the Authority will not be responsible for any damage to or removal of such property.

12. DEFECTS, HAZARDS TO LIFE, HEALTH AND SAFETY:

In the event the leased premises are damaged or destroyed by fire or other casualty to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants of the leased premises, the following provisions shall apply:

- A. The Resident shall immediately give notice to the Authority of such damage or destruction;
- B. The Authority, upon receiving such notice, shall proceed to repair and restore the leased premises to the condition the leased premises were in prior to the damage or destruction;
- C. The Authority shall offer standard alternative accommodations to the Resident, if available, in circumstances where necessary repairs cannot be made within a reasonable time;
- D. In the event that the damage or destruction cannot be repaired within a reasonable time, and if alternative accommodations are not made available to the Resident, then a just and proportionate part of the monthly rent according to the nature and extent of the damage to the leased premises shall be suspended or abated until the leased premises have been repaired and restored. However, there shall be no rent abatement where the Resident rejects the alternative accommodations offered by the Authority or where the damage or destruction was caused by the Resident or the Resident's household members or guests; and
- E. The Authority shall have the right to charge and collect from the Resident the reasonable cost of repairing any damage or destruction caused by the Resident or the Resident's household or guests.

13. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS:

The Authority and the Resident or his / her representative shall inspect the dwelling unit prior to or upon occupancy by the Resident. By the Authority and Resident signing this Lease and the Unit Inspection Report, it acknowledges the appliances and equipment provided are in good working order and that the dwelling unit is safe, clean and in good condition. This Lease will be provided to the Resident and a copy of the inspection report shall be retained by the Authority in the Resident's file. The Authority shall inspect the unit at the time the Resident vacates the unit and shall furnish the Resident a statement of any charges to be made. The Resident shall have the right to participate in the move out inspection, unless the Resident has vacated without notice to the Authority. The Authority shall calculate any damage and / or cleaning charges in accordance with the Schedule of Charges presented to the Resident attached to this Lease and posted at the office.

14. ENTRY OF PREMISES DURING TENANCY:

- A. The Authority and its agents shall, upon reasonable advance notification to the Resident, be permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspections and preventive maintenance, for making improvements or repairs required of the Authority, for extermination or to show the premises for re-leasing. A written statement specifying

the purpose of the entry delivered to the dwelling unit at least two (2) days before such entry shall be considered reasonable advance notification;

- B. The Authority may enter the dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists; and
- C. If the Resident and all adult members of the household are absent from the dwelling unit at the time of entry, the Authority shall leave a written statement (i.e. door tag) specifying the date, time and purpose of entry prior to leaving the dwelling unit.

15. NOTICE:

- A. Except as provided in Section 8 of this Lease, any notice to the Resident shall be in writing and shall be delivered to the Resident or to an adult member of the Resident's household or sent by prepaid first-class mail, properly addressed to the Resident;
- B. Any notice to the Authority shall be in writing and be delivered to the office of the Authority or sent by prepaid first-class mail to the Authority, and addressed to: Presque Isle Housing Authority, 58 Birch Street, Presque Isle, ME 04769; and
- C. If the Resident is visually impaired, the Authority shall make all notices to the Resident in an accessible format.

16. TERMINATION OF LEASE:

Any termination of this Lease shall be carried out in accordance with U.S. Department of Housing and Urban Development (HUD) regulations and State and local law.

- A. Management shall have the right to terminate or refuse to renew this Lease for any serious or repeated violation of the terms of the Lease, including but not limited to, failure to make payments due under the Lease, to fulfill the Resident obligations set forth herein or for other good cause.
- B. The following types of criminal activity by the Resident, any member of the Resident's household, guest, or another person under the Resident's control, shall be cause for termination of tenancy through the issuance of an Eviction Notice with a reasonable period of time considering the seriousness of the situation (but not to exceed 30 calendar days):
 - (1) Any criminal activity that threatens the health or safety of other residents, Authority employees or persons residing in the immediate vicinity of the premises;
 - (2) Any drug-related criminal activity or violent criminal activity; or
 - (3) Any member of the household has been convicted of a felony.
- C. The following are mandatory grounds for termination in accordance with the U.S. Department of Housing and Urban Development (HUD):
 - (1) Failure to provide consent by not signing or submitting the consent form required for any recertification;
 - (2) Failure to document citizenship;
 - (3) Failure to disclose and document Social Security Numbers;
 - (4) Failure to accept the Authority's offer of a Lease revision;
 - (5) Methamphetamine conviction;
 - (6) Lifetime Registered Sex Offenders;
 - (7) Noncompliance with Community Service Requirements; and
 - (8) Death of a sole family member.
- D. The Authority shall give Resident written notice of termination of this Lease of:
 - (1) At least fourteen (14) days in case of failure to pay rent and excess utilities; and

- (2)** A reasonable period of time considering the seriousness of the situation (but not to exceed 30 calendar days) due to the seriousness of the situation when the health or safety of other Residents or Authority employees are threatened.
- (3)** At least thirty (30) days in any other case, including:
 - (a)** Drug crime on or off the premises;
 - (b)** Illegal use of a drug;
 - (c)** Threat to other residents;
 - (d)** Alcohol abuse that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents;
 - (e)** Furnishing false or misleading information concerning illegal drug use or alcohol abuse or rehabilitation;
 - (f)** Failure to make payments due under the lease, including non-payment of rent;
 - (g)** Repeated late payment of rent or other charges. Four (4) late payments within a twelve (12) month period shall constitute repeated late payment;
 - (h)** Not to assign the lease or to sublease the dwelling unit;
 - (i)** Not to provide accommodations for boarders or lodgers;
 - (j)** To use the dwelling solely as a private dwelling for the resident and the resident's household and not to use or permit its use for any other purpose;
 - (k)** To abide by necessary and reasonable regulations of the Authority;
 - (l)** To comply with obligations imposed by applicable provisions of building and housing codes materially affecting health and safety;
 - (m)** To keep the dwelling unit and such other areas as may be assigned for the Resident's exclusive use in a clean and safe condition;
 - (n)** To dispose of all garbage, rubbish and all other waste from the dwelling unit in a sanitary and safe manner;
 - (o)** To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appurtenances including elevators;
 - (p)** To refrain from, and to cause the household and guests to refrain from destroying, defacing, damaging or removing any part of the dwelling unit or development;
 - (q)** To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, or to the development (including damages to development buildings, facilities or common areas) caused by Resident, a member of the household or guest;
 - (r)** To act, and cause household members or guests to act, in a manner which will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the development in a decent, safe and sanitary condition;
 - (s)** Fugitive felon or parole violator;
 - (t)** Persons subject to sex offender registration requirement;
 - (u)** Discovery of facts after admission to the program that would have made the Resident ineligible;
 - (v)** Discovery of material false statements or fraud by the Resident in connection with an application for assistance or with a recertification of income;
 - (w)** Failure to furnish such information and certifications regarding family composition and income as may be necessary for the Authority to make determinations with respect to rent, eligibility and the appropriateness of the dwelling unit size;
 - (x)** Failure to transfer to an appropriate size dwelling unit based on family composition and upon appropriate notice by the Authority that such a dwelling unit is available;

- (y) Failure to permit access to the unit by the Authority after proper advance notification for the purpose of performing routine inspections and maintenance, for making improvements or repairs, to show the dwelling unit for re-leasing, or without advance notice if there is reasonable cause to believe that an emergency exists;
 - (z) Failure to promptly inform the Authority of the birth, adoption or court-awarded custody of a child;
 - (aa) Failure to abide by the provisions of the Pets Policy;
 - (bb) If the family has breached the terms of a repayment agreement entered into with the Authority;
 - (cc) If a family member has violated federal, state or local law that imposes obligations in connection with the occupancy or use of the premises;
 - (dd) If a household member has engaged or threatened violent or abusive behavior toward Authority personnel;
 - (ee) Family absence from unit;
 - (ff) Failure to abide by the provisions of the Bedbug Policy;
 - (gg) Failure to abide by the provisions of the Smoke-Free Policy;
 - (hh) Illegal firearms, illegal drugs or controlled substances seized in an Authority unit; or
 - (ii) Other serious or repeated violations of the material terms of the lease or any other good cause.
 - (jj) Permitting an unauthorized person(s) to stay or visit in the unit after they have been trespassed by being served with an Order Not to Enter and after the resident has received notice of the trespass via letter.
- E.** The Authority may evict the Resident from the unit only by bringing a court action.
- F.**
- (1) The notice of Lease termination to the Resident shall state specific grounds for termination and shall inform the Resident of the Resident's right to make such reply as the Resident may wish.
 - (2) When the Authority is required to afford the Resident the opportunity for a grievance hearing, the notice shall also inform the Resident of the Resident's right to request a hearing in accordance with the Authority's grievance and appeals procedure.
 - (3) A notice to vacate, which is required by State or local law, may be combined with, or run concurrently with, a notice of Lease termination.
 - (4) The Authority is located in a HUD-declared due process state. Therefore, the Authority will not offer grievance hearings for lease terminations involving criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or employees of the Authority, or for violent drug or criminal activity on or off the premises. In these cases, the notice of lease termination shall:
 - (a) State that the Resident is not entitled to a grievance hearing on the termination;
 - (b) Specify the judicial eviction procedure to be used by the Authority for eviction of the Resident and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations; and
 - (c) State whether the eviction is for a criminal activity or for a drug-related criminal activity.
- G.** In deciding to evict for criminal activity, the Authority shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by family members and the effects that the eviction would have on family members not involved in the proscribed activity.

In appropriate cases, the Authority may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will not reside in the unit.

The Authority may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.

- H.** To terminate this Lease, the Authority shall present the Resident with a written notice to vacate (in accordance with Section 15 herein), which notice shall include the following:
- (1) The date the Lease shall be terminated;
 - (2) The specific reasons for termination and the facts upon which they are based;
 - (3) Resident's right to make such reply as he / she may wish; and
 - (4) The Resident's right to request, within ten (10) business days of the delivery or proper posting of the notice to vacate, a hearing under the grievances and appeals procedure and the method of making the request.
- I.** The Resident may terminate their Lease at any time by giving a thirty (30) calendar day advance written notice to the Authority of their intent to move on a Notice of Intent to Vacate Form, which is available at the office. The Resident will be responsible for payment of rent for that rental period. If the Resident does not give the full notice, the Resident shall be liable for rent to the end of the notice period or to the date the dwelling unit is re-leased, whichever date is first. Such notice must be sent to the Authority by any of the methods set forth in Section 15 above. Upon their termination of tenancy of the apartment governed by this Lease, the Resident agrees to leave such apartment and the surrounding common areas of the neighborhood in a clean, safe, and sanitary condition and to return all keys to the Authority. The Resident agrees that they will be responsible for notifying the telephone, cable or satellite television companies of termination of service to the Resident's account at their address within the development and will complete the payment for such services. The Resident agrees that the Authority will not assume responsibility for any items left in the dwelling once the unit has been vacated in accordance with Section 30 of this Lease. The Resident further agrees that labor involved with the removal of such items from the premises will be charged to the Resident.

17. PROVISIONS OF THE VIOLENCE AGAINST WOMEN ACT (VAWA):

The following provisions are applicable to situations involving incidents of actual and imminent threats of domestic violence, dating violence, or stalking, as those terms are defined in Section 6(u)(3) of the United States Housing Act of 1937, as amended, [42 U.S.C. §1437d(u)(3)], updated in VAWA 2013 and in the Authority's Violence Against Women Act Policy contained in the Admissions and Continued Occupancy Policy (ACOP), which is incorporated by reference into this Lease. To the extent any provision of this section shall vary from or contradict any other provision of this lease, the provisions of this section shall prevail.

A. Termination of Tenancy / Bifurcation of Lease:

- (1) The Authority will bifurcate a family's lease and terminate the tenancy of a family member if the Authority determines that the family member has committed criminal acts of physical violence against family members or others. This action will not affect the tenancy or program assistance of the remaining, nonculpable family members;
- (2) In making its decision, the Authority will consider all credible evidence, including, but not limited to, a signed certification (form HUD-5382) or other documentation of abuse submitted to the Authority by the victim. The Authority will also consider other factors. Upon such

consideration, the Authority may, on a case-by-case basis, choose not to bifurcate the lease and terminate the tenancy of the culpable family member; and

- (3) If the Authority does not bifurcate the lease and terminate the tenancy of the culpable family member, it will do so in accordance with the lease, applicable law and the policies of the ACOP. If the person removed from the lease was the only resident eligible to receive assistance, the Authority must provide any remaining resident a chance to establish eligibility for the unit. If the remaining resident cannot do so, the Authority must provide the resident a reasonable time to find new housing or to establish eligibility for another housing program covered by VAWA 2013.

B. Documentation:

If the Resident or a lawful occupant, as a defense to termination of tenancy or an action to evict, claims protection under this section against such action, the Authority may request a certification documenting the incident of domestic violence. Any request for documentation will be in writing, will specify a deadline of fourteen (14) business days following receipt of the request, will describe the three (3) forms of acceptable documentation, will provide explicit instructions on where and to whom the documentation must be submitted and will state the consequences for failure to submit the documentation or request an extension in writing by the deadline.

C. Confidentiality:

Information provided to the Authority concerning an incident or incidents of domestic violence, dating violence or stalking shall be retained by the Authority in confidence and disclosed only as permitted by applicable law.

18. WAIVER:

The failure of the Authority or the Resident to exercise any right or remedy as provided herein shall not affect the right to do so at a later date for similar or other cause.

19. MODIFICATION:

Other than in the case of rent redetermination under Section 4 of this Lease, this Lease may be modified only by a written rider executed by both the Authority and the Resident.

20. ACCOMMODATION OF PERSONS WITH DISABILITIES:

- A. For all aspects of the Lease and grievances and appeals procedure, a person with disabilities shall be provided reasonable accommodation to the extent necessary to provide an opportunity to use and occupy the dwelling unit equal to a person without disabilities.
- B. The Authority shall provide a notice to each Resident that the Resident may, at any time during the tenancy, request reasonable accommodation for a disabled member of the household, including reasonable accommodation so that the Resident can meet Lease requirements or other requirements of tenancy.
- C. If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please contact the Authority.

21. POSTING OF POLICIES, SCHEDULES AND RULES AND REGULATIONS:

All schedules of special charges for services, repairs, excess utilities and all rules and regulations which are incorporated into this Lease by reference, shall be publicly posted in a conspicuous manner in the office of the Authority at 58 Birch Street, Presque Isle, ME 04769 and copies thereof shall be furnished to applicants and to Residents upon request. Such schedules and rules and regulations may be modified, provided that the Authority shall give at least thirty (30) days written notice to each affected Resident setting forth the proposed modification and the reasons therefore.

22. EXONERATION OF THE AUTHORITY:

The Resident agrees that the Authority shall not be liable to the Resident for any damage to personal property or injury, including death, to any person on or about the leased premises that may be occasioned by or through:

- A. The acts or omissions of other Residents within the development;
- B. The failure of the water supply or of any other utility serving the leased premises;
- C. The action, whether direct or indirect, of the elements;
- D. Any theft, fire, vandalism; or
- E. Any other cause whatsoever.

Unless such damage or injury occurred through the act or neglect of the Authority or its agents or the Authority's failure to perform its obligations hereunder, Resident further understands and acknowledges that the Authority assumes no responsibility for insurance coverage for the protection of Resident's property and that such coverage is the sole responsibility of the Resident.

23. INVALIDITY OF PARTICULAR PROVISIONS:

If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

24. PRONOUNS:

Any pronoun referring to the Resident shall be read in the singular or plural number and in such gender as the context may require.

25. DELAYS:

In any case where the Authority is required to do any act, the time for performance thereof shall be extended by a period equal to any delay caused by or resulting from the elements, war, civil commotion, fire or other casualty, labor difficulties, shortages of labor, materials or equipment, government regulations, delays caused by the Resident or other causes beyond the Authority's reasonable control.

26. ACKNOWLEDGMENT:

Resident acknowledges that they have read and understood the provisions and obligations under this Lease and have been afforded an opportunity to have any provisions not understood by Resident explained prior to signing below and that they have placed their initials on the bottom of the pages of this Lease, where found, indicating that special attention and understanding was given to these Sections of the Lease.

27. TERMINATION OF LEASE UPON DEATH OF RESIDENT:

Upon the death of the Resident, or if there is more than one Resident, upon the death of all Residents, either the Authority or the personal representative of the Resident's estate may terminate this Lease upon thirty (30) days written notice, to be effective on the last day of a calendar month. If full notice is not given, the Resident's estate shall be liable for rent to the end of the notice period or to the date the unit is re-rented, whichever date comes first. The termination of a Lease under this section shall not relieve the Resident's estate from liability either for payment of rent or other amounts owed prior to or during the notice period, or for the payment of amounts necessary to restore the premises to their condition at the beginning of the Resident's occupancy, normal wear and tear excepted.

28. PROPERTY ABANDONMENT:

If a Resident abandons the dwelling unit, the Authority shall take possession of the Resident's personal property remaining on the premises, and shall follow the procedures under 14 MRS § 6013. The Authority will consider the unit to be abandoned upon eviction or when a resident has clearly indicated by words and actions an intention not to continue living in the unit.

Tangible property held by the Authority that has been left on the premises after a resident has terminated tenancy or vacated the premises is presumed abandoned if it has not been claimed within seven (7) days after written notice has been sent by first class mail with proof of mailing to the last known address of the resident or if the tenant has not taken possession of the property within fourteen (14) days after the notice is sent if the resident duly claimed ownership of the abandoned property.

After the sale of unclaimed property, the Authority will apply any proceeds from the sale to unpaid rent, damages to the premises and the expense of storage, notice and sale. Any balance shall be forwarded to the Treasurer of the State of Maine.

29. GRIEVANCES AND APPEALS:

All individual grievances or appeals shall be processed pursuant to the grievances and appeals procedure attached to this Lease. Grievance shall mean any dispute which a Resident may have with respect to the Authority's action or failure to act in accordance with the individual Resident's Lease or Authority regulations which adversely affect the individual resident's rights, duties, welfare or status. The grievance procedure is applicable only to individual Resident issues relating to the Authority. It is not applicable to disputes between Residents not involving the Authority. Class grievances are not subject to the grievance procedure and the grievance procedure is not to be used as a forum for initiating or negotiating policy changes of the Authority.

The Authority is located in a HUD-declared due process state. Therefore, the Authority will not offer grievance hearings for Lease terminations involving criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the Authority, or for violent or drug-related criminal activity on or off the premises.

When the Authority is required to offer the Resident an opportunity for a grievance hearing, the notice will also inform the Resident of their right to request a hearing in accordance with the Authority's grievances and appeals procedure. In these cases, the tenancy shall not terminate (even if the notice to vacate has expired) until the time for the Resident to request a grievance hearing has expired (if timely requested by the Resident) and the grievance and appeals procedure has been completed.

30. HOUSE RULES:

The Resident agrees to comply with any House Rules, which are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Residents. Such rules may be modified by the Authority provided that the Resident receives written notice of the proposed change and an opportunity to submit written comments during a thirty (30) day comment period at least thirty (30) days before the proposed effective date of the change in the Rule. Existing House Rules, if any, are attached to this Lease.

31. DISCRIMINATION PROHIBITED:

The Authority shall not discriminate based upon race, color, national origin, religion, sex, familial status, age, handicap or disability, or recipients of public assistance and shall comply with all requirements of Federal, State and local law.

32. ATTACHMENTS TO THE LEASE:

The Resident certifies that he / she has received a copy of this Lease, the following Attachments to this Lease and understands that these Attachments are part of this Lease:

- Grievances and Appeals
- House Rules
- Housekeeping Standards
- Schedule of Charges
- “Is Fraud Worth It”
- “What You Should Know About EIV”
- VAWA Forms HUD-5380 and HUD-5382
- Smoke-Free Policy
- Pets Policy
- Community Service & Self-Sufficiency Policy
- Bedbug Policy
- Rules Regarding Collection of Account Balance
- Trash Procedure

SIGNATURES

Resident: 1.) _____ Date _____

Resident: 2.) _____ Date _____

Resident: 3.) _____ Date _____

Resident: 4.) _____ Date _____

**Presque Isle
Housing
Authority**

By: _____ Date _____
PIHA Representative

By: _____ Date _____
Executive Director/Housing Operations Manager

A copy of this Lease has been provided to the Resident Household.

CONTACT INFORMATION:

Presque Isle Housing Authority

58 Birch Street

Presque Isle, ME 04769

Phone: (207)768-8231

Maintenance: (207) 764-2443

Fax: (207)764-5614

Email: info@pihousing.org