



FOXCREST II RESIDENTIAL LEASE AGREEMENT

1. Description of the Parties, Lease Term and Premises:

- A. This Residential Lease Agreement document (hereinafter "Lease") is entered into between the Housing Authority of the City of Cheyenne, also known as the Cheyenne Housing Authority or CHA (hereinafter "Authority") and _____, the undersigned whose signature, name and contact information appears at the end of this Lease (hereinafter referred to as "Tenant"). This Lease Agreement is signed on behalf of the Authority by a duly authorized management agent for the Authority who is authorized to act on behalf of the Authority in all matters with respect to this Lease.
- B. This Lease Agreement is for residence at the following address/location: _____

_____ (hereinafter referred to as "Premises").
- C. This Lease is deemed entered into by the parties as of the date of the later of the two signatures of Tenant and the Authority which appear at the end of this Lease.
- D. The Term of this Lease shall be for the period of time beginning on _____, 20____, and ending on _____, 20____. Upon expiration of this Lease term, if Tenant still resides in Premises and this Lease has not otherwise already been terminated by either party, then the terms of this Lease shall continue forward in effect on a month-to-month basis unless and until a new lease agreement is entered into, either party gives notice of termination of this Lease, or this Lease otherwise ceases to be in effect. The Lease shall not continue forward on a month-to month basis if, at the expiration of the original lease term, Tenant is in breach of any terms, obligations or conditions of this Lease.
- E. Although the term of this Lease is for a period of time described in the previous paragraph, this Lease may be mutually modified at any time by written agreement of Tenant and Authority. Additionally, Authority may unilaterally modify Rules of Occupancy for the Premises during the term of the Lease upon 60 (sixty) days' notice to Tenant; Tenant's continued occupancy of the Premises after 60 days following notice to Tenant of modified Rules of Occupancy shall constitute Tenant's consent to and agreement to abide by, the modified Rules of Occupancy.
- F. At the time of lease up, Tenant must provide the names of any and all other persons who will be residing at the Premises with Tenant by completing the "Household Composition" section at the end of this Lease. Tenant understands that only those persons so listed (or subsequently approved by the Authority in advance and in writing to be added to the list) are allowed to reside in the Premises. All members of Tenant's household are required to comply with the terms of this Lease, including all addendums, amendments, and incorporations thereto. Tenant is responsible for ensuring that

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members of Tenant's household so comply with the Lease, and Tenant may be charged with a lease violation or have lease enforcement/termination action taken by the Authority based on the conduct of Tenant's household members. Tenant is also responsible for damages caused by Tenant's household members and will be assessed applicable maintenance and cleaning charges arising from damages caused by Tenant's household members.

- G. Premises must be used only as a private residence, solely for Tenant and for any approved members of Tenant's household. Tenant may not sublease the Premises or any portion thereof to any other person or entity. Tenant may not give accommodation to boarders or lodgers. Tenant may not assign or transfer this Lease or any rights or interests therein to any other person. Allowing any other person to live in, reside in, or otherwise occupy the Premises without the Authority's prior written approval is a serious violation of the material terms of this Lease, for which the Authority may terminate the Lease.
- H. Any additions to the household members named on the Lease, excluding natural birth, adoption or court-awarded custody of a child, require the advance written approval of the Authority. Such approval will be granted only if the new household members pass the Authority's screening criteria and either no change in unit is required or a unit of the appropriate size is available. Even though advance written approval from the Authority is not required for Tenant to add a child to the household as a result of birth, adoption, or court-awarded custody, Tenant must still promptly inform the Authority if a Tenant adds a child to the household.

I. **Guests and Visitors**

- 1.) The Authority permits Tenant's guests or visitors to stay in or at the Premises for a period not exceeding fourteen (14) consecutive days, and a total of Thirty (30) days in any twelve-month period. Permission may be granted, at the sole discretion of the Authority, upon written request to the Authority, for an extension of this provision.
- 2.) If any person stays in or at the Premises more frequently or longer than this, then they are no longer a guest or a visitor and are considered an unauthorized person(s), therefore, the person may no longer stay there unless the Authority gives written permission. Allowing a person to stay longer or more frequently than is allowed by this Lease without the advance written permission of the Authority is a serious violation of the material terms of the lease and may result in lease termination.
- 3.) The Authority may deny Tenant permission to have any person(s) as guests or visitors if the person(s) have any history of behavior on Authority owned or managed premises that would be equivalent to a lease violation, or if they engage in such behavior while on Authority owned or managed premises. Former tenant(s) or participant(s) who have been terminated, evicted or left in an unfavorable status, including but not limited to leaving with outstanding Debt to the Authority, previously damaged property, VAWA bifurcation, or are on the Lifetime sex offender registry, are not permitted as overnight guests.

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4.) Boarders, roommates, and lodgers are not guests or visitors and are not permitted to move into or occupy the Premises.

5.) Tenant is responsible for the conduct of guests/visitors. Tenant may be charged with a Lease violation or have Lease enforcement/termination action taken based on the conduct of Tenant's guests/visitors. Tenant is also responsible for damages caused by Tenant's guests/visitors and will be assessed applicable maintenance and cleaning charges arising from damages caused by Tenant's guests/visitors.

J. If the Authority is unable to deliver possession of the Premises at the commencement of this Lease, Authority shall not be liable for any damages caused thereby, nor shall this Lease be void or voidable, but Tenant shall not be held liable for any rent until possession is delivered.

2. Rent and Rent Determination

A. Monthly rent of \$_____ is due from Tenant to Authority on the 1st (first) day of each calendar month. Rent shall be paid to Authority at the following physical address: 3304 Sheridan Street, Cheyenne, WY 82009, or to such other place designated by the Authority. If rent is mailed it shall be addressed to the Cheyenne Housing Authority, PO Box 20046, Cheyenne WY 82003. The amount of rent is subject to change as set forth in this Lease and/or as may be required by law.

B. [If applicable] If Tenant is moving into the Premises on a date following the first day of a calendar month, then at the time of move-in, Tenant shall pay the amount of \$_____ as prorated rent covering the remainder of the first calendar month of Tenant's residency. Subsequent monthly rent payments shall be made in the amount and in the manner described in the previous paragraph.

C. Tenant is responsible for payment of the full month's rent for the month tenant moves out of the unit. Tenant is responsible for payment of ongoing rent until one of the following conditions are met:

1. Unit keys are returned to the Authority,
2. Authority has sufficient evidence to reasonably conclude that Tenant has abandoned the Premises. For example, if Tenant fails to notify the Authority of Tenant's move-out and the Authority discovers that Tenant abandoned the unit, Tenant is responsible for rent payment up to and including the date the Authority discovers and takes possession of the vacant unit.
3. Tenant's family has been removed from the unit as a result of an action by the Authority.

After one of these three conditions is met, the Authority will prorate the final month's rent to determine the actual number of days tenant is responsible for rent payment. The balance of the paid prorated rent payment and the security deposit will be applied to any Tenant charges due to the Authority. The remaining balance, if any, will be returned to Tenant.



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- D. Lease requirements for Tenant move out are found in Sections 10(A) and 11 of this Lease, including, but not limited to, that Tenant provides a 30-day written notice to the Authority of his/her move out and that unit keys be returned to the Authority (including dropping the keys in the drop box if the office is closed). Tenant agrees to turn in keys at the time of vacating the unit. All keys must be returned. A charge will be made for changing locks if all keys are not returned at the time of move out. The Tenant is assumed to control the unit and therefore be responsible for ongoing rent until the keys are returned to the Authority even if tenant is not physically in the unit or until the Tenant family has been removed from the unit as a result of an action by the Authority. By returning the keys, the tenant unambiguously indicates that they release possession of the unit to the CHA. The CHA will change the locks after keys are returned.
- E. In the event that rent is not *received* by the 5th (fifth) day of the calendar month, then Tenant agrees to pay a late fee of \$50.00 (Fifty Dollars).
- F. Authority will refuse acceptance of rent payments for less than the total amount owed. The Authority does not accept partial payments or payments for less than the full amount owed at the time. Offering a partial or less than full payment will not exempt Tenant from being charged the late payment fees described in the previous paragraph. To avoid late fees, Tenant must make a timely payment of the full amount owed to the Authority.
- G. Repeated late payment of rent is cause for Lease termination and eviction. Repeated late payment is defined as three (3) or more late payments within a twelve (12) month period.
- H. Tenant must make payment in a form acceptable to Authority. No cash will be accepted. Tenant may make payment through a personal check, unless Tenant has previously had a check dishonored or otherwise returned unpaid by the financial institution upon which it was written. If a Tenant has had a check dishonored or otherwise returned unpaid, then the Authority will no longer accept payments by personal check and Tenant must then make payments by cashier's check, money order, electronic payment (if available) or other form of payment acceptable to Authority.
- I. In the event that Tenant's check or other payment instrument is dishonored, Tenant agrees to pay \$30.00 (Thirty Dollars) or the actual amount of fees charged to the Authority as a result, whichever is greater. The Authority expressly reserves the right to exercise any and all other remedies available, either in law or in equity, with regard to a dishonored check or other payment instrument.

3. Security Deposit

- A. Prior to move in, Tenant shall pay the Authority the sum of \$_____ as a security deposit.
- B. The Tenant may not use the security deposit, or any portion thereof, to pay rent due, including the



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final rent payment due. The Tenant may not use the security deposit to pay any other charges while Tenant occupies the dwelling unit.

- C. After Tenant returns the Premises to the Authority, the Authority may deduct from the security deposit any fees, costs, or expenses owed by the Tenant for any of the following:
- 1.) To pay the costs of repairs for damage in or at the Premises beyond normal wear and tear;
 - 2.) To pay the costs of cleaning the Premises to return it to the condition it was in at the time prior to Tenant taking possession;
 - 3.) Any fees, charges, or costs which have been assessed to Tenant pursuant to the terms of this Lease; and/or
 - 4.) Unpaid rent.
- D. Costs for maintenance (including repairs and replacements) and cleaning shall be assessed at the actual cost for labor, equipment, and materials incurred by Authority, unless a schedule of cleaning and/or maintenance charges has been established by Authority. If such a schedule has been established and provided to Tenant at the time of lease up, then Tenant agrees that Authority may assess, and Tenant will pay, the charges on said schedule for cleaning and/or repairs. Authority may make changes to said schedule with 30 days' advance notice to Tenant, and Tenant's continued occupancy of the Premises after that 30-day period shall constitute Tenant's agreement to the changed terms of the schedule.
- E. Any part of the security deposit remaining after deductions have been made shall be returned to Tenant within 30 (thirty) days of surrender of premises by Tenant, or within 15 (fifteen) days after receipt of the Tenant's new mailing address, whichever is later. If there is damage to the Premises, then this period shall be extended by 30 (thirty) days. If deductions have been made from the security deposit, Authority shall provide Tenant a written itemization of all deductions that have been made, with explanation for the deductions, within the time frame specified in this paragraph.
- F. If this Lease is terminated and Tenant owes rent, fees, costs, and/or charges to Authority in excess of the amount of the security deposit, then Tenant now acquiesces and agrees to pay such within 15 (fifteen) days of the termination of this Lease Agreement.
- G. Tenant is responsible for providing Authority a new mailing address to which the itemized list of deductions and remaining balance of security deposit, if any, can be sent.
- H. Tenant shall forfeit the security deposit if he/she fails to provide 30 days advance notice of the termination of the Lease by the Tenant. See section 10(A) below. Tenant may also be charged for costs related to the manner in which the Tenant vacates the Premises, such as costs related to unreturned keys and removal of Tenant property left behind at the Premises. See Section 11 below.

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4. Utilities/Utility Deposit

A. Tenant shall be responsible for paying for each of the following utilities which are marked (Tenant shall also initial each such marked utility):

_____ Electricity Tenant Initials: _____

_____ Natural Gas Tenant Initials: _____

_____ Water Tenant Initials: _____

_____ Other Public Utilities (trash pickup, etc.) Tenant Initials: _____

_____ Other utility (describe) _____ Tenant Initials: _____

_____ Other utility (describe) _____ Tenant Initials _____



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- B. For each utility so marked above, it shall be responsibility of the Tenant to make arrangements to put the account in the Tenant's name. This means that Tenant must put and keep those utilities in Tenant's name during the entire term of this Lease. This also means that Tenant must make timely payments for those utilities and not allow any of those utilities to become disconnected or taken out of Tenant's name. Making timely payments means that the Tenant pays utility bills when they are due. A Tenant fails to make timely payments when he/she pays late, makes delinquent payments, or has his/her utility accounts become delinquent, suspended, or disconnected due to late payment **Failure to make timely payments for tenant- paid utilities is considered a material violation of the lease and may result in Lease termination and eviction. Allowing Tenant-paid utilities to become disconnected or taken out of Tenant's name is considered a material violation of the lease and may result in Lease termination and eviction.** If Tenant fails to pay for Tenant-paid utilities or is otherwise delinquent in making payment on Tenant-paid utilities and Authority incurs any costs as a result, Tenant is then responsible for, and shall be charged for, the amount of any such costs. If Tenant fails to pay for Tenant-paid utilities or is otherwise delinquent in making payment on Tenant-paid utilities and Authority incurs any costs as a result, Tenant is then responsible for, and shall be charged for, the amount of any such costs plus an administration fee of fifty dollars (\$50.00).
- C. *Unless marked above as being the Tenant's responsibility,* Authority shall provide and pay for the following utilities: Water/Other Public Utilities, and (list any other utilities provided by Authority)_____.
- D. Utility Deposit: Prior to move-in, Tenant shall pay the Authority the sum of \$_____ as a utility deposit.
- 1.) The Tenant may not use the utility deposit, or any portion thereof, to pay rent due, including the final rent payment due. The Tenant may not use the utility deposit to pay any other charges while Tenant occupies the dwelling unit.
 - 2.) After the Tenant returns the Premises to the Authority, the Authority may deduct from the utility deposit any fees, costs, or expenses owed by the Tenant for any utility charges or expenses, including, but not limited to any charges made by a utility service provider for the Premises or to the Authority related to Tenant's failure to pay utility bills, to the disconnection of utility service out of Tenant's name, or to the reversion of utility service back into Authority's name.
 - 3.) If there are no such utility charges owed by the Tenant, then Authority shall return the entire utility deposit to the Tenant within ten (10) days of a satisfactory showing that all utility charges incurred by the Tenant have been paid. That includes Tenant providing documentation showing that the utility bills covering the entire period of tenancy have been paid. Absent such showing within forty-five (45) days of Lease termination, the Authority shall



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within fifteen (15) days thereafter, apply the utilities deposit to the outstanding utility debt incurred by the Tenant. Any refund due to the Tenant shall be paid within seven (7) days after the utility deposit has been applied to the Tenant's utility debt, or within fifteen (15) days after receipt of the Tenant's new mailing address, whichever is later.

- E. Authority is not responsible for the interruption or other failure to provide utility services for any cause beyond its direct control.
 - F. Tenant agrees not to excessively consume or to waste the utilities provided by the Authority. Excessive consumption may result in an excess utility charge being assessed to the Tenant. Tenant shall be charged and is obligated to pay for excessive use of any Authority provided utility when in Authority's sole determination, the utility consumption for the leased premises is above normal consumption for similar type properties. This charge does not apply to utilities paid by the Tenant directly to a utility supplier. Excess utility Service Charges are listed in CHA's Maintenance Charge Schedule.
 - G. Tenant agrees to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. Tenant also agrees to abide by any local ordinance, policies of the Authority or rules of occupancy restricting or prohibiting the use of space heaters or similar devices.
 - H. Authority will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, extra refrigerators, dishwashers and similar devices may be installed and operated only with prior inspection and written approval of the Authority.
- 5. Previous Amounts Owed CHA:** If a Tenant has any unpaid charges from Tenant's previous occupancy of a CHA unit that is not the subject of this Lease, CHA will provide Tenant notice of such unpaid charges. Tenant has 15-days from notice to pay the unpaid charges in full, or within 10 days of notice, enter into a repayment agreement with CHA. Failure to enter into a repayment agreement, or pay the unpaid charges in full is a serious violation of the material terms of this Lease, for which the Authority may terminate the Lease.
- 6. Other Charges:** In addition to rent, the tenant is responsible for the payment of certain charges specified in this lease within 15 days of notice of those charges. If the family is unable to repay the debt in 15 days, the Authority may enter into a repayment plan with tenant described in the Repayment Agreement Policy. If the family Refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, the Authority will terminate the Lease in accordance with the termination provisions in this lease and pursue other modes of collection. Charges in addition to the rent may include but is not limited to, maintenance and repair charges, excess utility charges, late charges, Administrative charges, Previous amounts owed and other charges that are specified throughout this Lease agreement.



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7. Condition of Premises, Alterations, Maintenance, Repairs

- A. Authority and Tenant shall inspect the Premises prior to occupancy by Tenant. Authority will give Tenant a written statement of the condition of the Premises, and note any equipment provided with the unit. The statement shall be signed by the Authority and Tenant and a copy of the statement retained in Tenant's file. Except for deficiencies expressly listed on the statement of condition prior to move-in, Tenant acknowledges and agrees that the Premises are in excellent condition, order, and repair. Tenant will return the Premises in the same excellent condition as it was received, less any normal wear and tear.
- B. Tenant shall use reasonable care to keep the Premises in such condition as to ensure proper health, safety, and sanitation standards for Tenant, household members and neighbors. **TENANT SHALL NOTIFY THE AUTHORITY PROMPTLY OF ANY KNOWN NEED FOR REPAIRS IN OR AT THE PREMISES. TENANT SHALL ALSO NOTIFY THE AUTHORITY PROMPTLY OF ANY KNOWN UNSAFE OR UNSANITARY CONDITIONS IN OR AT THE PREMISES.** Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs and Tenant will be charged and responsible to pay such charges for the reasonable cost of repairs and maintenance of damage that could have been avoided or mitigated if Tenant had made a timely report.
- C. Tenant shall maintain the smoke detector(s) in the Premises in good working order. This includes regularly testing the detector(s) and changing batteries when needed in order to insure functionality and continuous operation of the detectors. Tenant may not remove, interfere with, or disable the normal operations of the smoke detector(s), nor any other fire detection/suppression system that may be at the Premises, at any time. Tenant may not remove the battery from the smoke detector(s) except when performing a needed battery change. If a smoke detector(s) is defective or otherwise improperly working, Tenant is required to promptly report this to the Authority. Smoke detectors and/or heat sensors that are broken due to vandalism will result in termination of the Lease.
- D. To make no alterations, remodel, repairs or redecoration to the interior or exterior of the Premises, including to the equipment, systems, utilities, fixtures, features, parts, and appliances located thereat. See also Section 7(B) below. This includes, but is not limited to:
- 1.) To not install additional equipment, fixtures or major appliances without advance written consent of Authority. The term "major appliances" here refers to (physical or electronic) devices or machines of any nature whose installation or use would result in alterations, remodeling, or damage to the exterior or interior of the Premises or any feature thereof, including but not limited to such things as: mounting to walls, floors, windows, cabinets, or other locations at the Premises; altering, damaging, or relocating electrical, plumbing or other systems at the Premises; or the removal, alteration, or damage of walls, doors, windows, or flooring.



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- 2.) To not make changes to locks or install new locks or locking devices on windows, exterior doors, interior doors, or fence gates. To not add locking devices any other feature or location of the Premises without advance written consent of the Authority.
 - 3.) To not use nails, tacks, screws, brackets, or fasteners on any part (exterior or interior) of the Premises (a reasonable number of small picture hangers excepted) without advance written authorization by the Authority. This includes, but is in no way limited to the use of mounting hardware/brackets to mount televisions, display screens, cameras, satellite dishes, routers, antennas, speakers, or other electronic components on the walls or other areas of the Premises.
 - 4.) To request advance written approval of Authority to modify the unit to install new or repair existing television, satellite, telephone, or internet service, including any of the systems, connections, or hardware those services use. If approved by the Authority, any such modification will be performed at the Tenant's expense and upon such conditions as the Authority may establish. Tenant understands that Authority is not obligated to provide new or repair existing systems, connections, hardware, or wiring for television, telephone, or Internet service.
 - 5.) To not paint, repaint, wallpaper, color, mark, or deface in any way any part of the interior or exterior of the Premises;
 - 6.) Although Tenant may request permission from the Authority to make modifications, alterations, installations, or other changes, Authority has sole discretion on whether to grant permission and reserves the right to deny any or all such requests which may be made. Any permission for modifications, alterations, installations, or other changes under this section or any other portion of this Lease, must be obtained by Tenant from Authority in advance and in writing.
- E. The Premises and other such areas as may be assigned to Tenant for use or access must be kept in a clean and sanitary condition. This includes, but is not limited to the following:
- 1.) To dispose of all garbage, rubbish, and other waste from the Premises in a sanitary and safe manner only in approved or provided containers. To refrain from littering or leaving trash at the exterior of the Premises. Trash, garbage, and waste may not be burned. Trash will not be placed outside except during periods of collection. Trash receptacles must be used in a manner consistent with the applicable municipal code. Trash should not be full to the point of overflowing to the ground.
 - 2.) To abide by the housekeeping standards set forth below. Authority may conduct periodic inspections of the Premises to verify that these standards are being met. Serious or repeated failures to meet these standards may be grounds for lease termination and eviction:

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- a.) **Walls:** Should be clean, free of dirt, splatters, stains, markings, ashes, wax, fingerprints, grease, cobwebs, and other foreign substances. They should also be free of cuts, scrapes, dents, and holes and other damage.
- b.) **Floors:** Should be clean, free of scuff marks, dirt, splatters, stains, markings, ashes, wax, grease, cobwebs, and other foreign substances. Floors should be clear of garbage, dry, free of tripping and slipping hazards, free of obstacles that could impede safe and prompt movement into and out of the unit, and free of fire hazards. They should also be free of cuts, scrapes, dents, and holes and other damage.
- c.) **Ceilings:** Should be clean, free of dirt, splatters, stains, markings, ashes, wax, cobwebs, and other foreign substances. They should also be free of cuts, scrapes, dents, and holes and other damage.
- d.) **Windows:** Should be clean, undamaged, not nailed shut, and operational. Shades or blinds where applicable should be clean, intact, operational, and undamaged. Screens should be installed, clean and not damaged. Access to windows which are used or intended to be used to provide a fire or safety exit from the unit should not be obstructed by furniture, boxes, clothing or other items. Windows must not have any Tenant-added locking mechanisms unless prior written approval from the Authority was obtained.
- e.) **Woodwork:** Should be clean, free of dirt, splatters, stains, markings, ashes, wax, fingerprints, grease, cobwebs, and other foreign substances. It should also be free of cuts, scrapes, dents, and holes and other damage.
- f.) **Doors:** Should be clean, free of dirt, splatters, stains, markings, ashes, wax, fingerprints, grease, cobwebs, and other foreign substances. Doors should also be free of cuts, scrapes, dents, holes, splits, cracks, and other damage. Doors and hardware must function as intended, must not have any tenant-installed handles, locks, or locking devices unless prior written approval from the Authority was obtained. Doors must be present and properly installed on their hinges. Bedroom closet doors must be present, be installed on their hinges and tracks, and be fully operational. Locks, handles, and hinges must work. Doors must not have any tenant-installed handles, locks, or locking devices unless prior written approval from the Authority was obtained. Doors should freely open, close, and latch. Doors and doorways must not be blocked by furniture or other items. Doors should not be removed by tenants
- g.) **Heating units:** Should be dusted, access unobstructed, flammable items not stored nearby. Storing any material closer than 4 feet from the furnace or water heater is prohibited.

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- h.) **Trash:** Should be stored in an appropriate container and regularly removed to the appropriate disposal container outside the unit. Trash containers should not be full to the point of overflowing to the floor.
- i.) **Electrical:** Switch plates and outlet covers should not be cracked, broken, or removed. Light bulbs should be installed in all light fixtures attached to the unit's interior or exterior and should be operational at all times. After move-in, all light bulbs that become nonfunctional are to be replaced by the Tenant with replacement bulbs of the same type and wattage as those installed in the fixture at move-in. Access to the breaker panel cannot be obstructed by placing any item within 4 feet of the panel.
- j.) **Heating and cooling vents:** Should not be removed, damaged, or obstructed to restrict air flow.
- k.) **Hazards:** Broken ceramic, metal, or glass or other items which might pose a safety risk should be immediately removed from the unit. Storing or keeping hazardous or flammable materials of a type or volume which are inconsistent with routine residential use of a property or which would pose an unreasonable risk is prohibited. Propane bottles of any size are prohibited to be stored or carried through hallways, stairways, living spaces, elevators and dwelling areas; failure to comply with any of these conditions may result in the termination of the Lease.
- l.) **Emergency exits:** Doors, windows, hallways, and areas of rooms which are intended to be used or which may be used for emergency exit from the unit may not be fully or partially blocked or otherwise impeded.
- m.) **Fire prevention sprinklers or plumbing:** Sprinkler heads and plumbing cannot be damaged, nor can their proper or effective operation be interfered with. Clothing, wires, pictures and other items should not be attached, hung from, or placed within 18" of the sprinkler head.
- n.) **Animal waste/litter boxes:** Consistent with Policies, if approved for an assistive animal, the unit should be free of animal waste. Litter boxes, aquariums, cages, and any other containers where animals are kept must be regularly cleaned.
- o.) **Pet Policies:** Tenants must comply fully with all applicable pet policies adopted by the Authority. Tenant may possess a pet only with the prior written permission of the Authority. Any violation of any applicable Pet Policy, including failure to remove the pet or correct a Pet Policy violation within the time period specified in the Pet Policy will be grounds for termination of the Lease and eviction if necessary.



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- p.) **Odors:** Unit must be kept free from offensive or unreasonably strong odors such as feces, urine, smoke, trash, body odor, waste, spoiled materials, food, chemicals, and other items which emit an offensive or unreasonably strong odor.
- q.) **Storage Areas:** Closets, basements, and other storage areas must be kept clean and undamaged. Only items consistent with reasonable residential use of the unit may be kept in closets/basements/storage areas. Closets/basements/storage areas may not be filled or used in a way that could cause damage to the closet/basement/storage area, or in a way that would create a fire hazard, tripping/slipping risk, or otherwise pose a risk to the safety of person(s) or property. Storing or keeping hazardous or flammable materials of a type or volume which are inconsistent with routine residential use of a property or which would pose an unreasonable risk is prohibited. Gas powered lawn equipment or tools must not be kept in closets/basements/storage areas or any other locations inside the dwelling unit itself.
- r.) **Laundry Areas:** Should be clean, neat, and free of garbage. Washers and dryers should be properly hooked up with appropriate leak-free connections including a dryer vent hose in good condition properly connected to an outside vent. Remove lint from dryers after use, and dispose of lint properly.
- s.) **Tenant Owned Appliances:** Air conditioners, freezers, refrigerators, dishwashers, clothes washers, clothes dryers, and other tenant owned appliances must be inspected and approved by CHA prior to use. All such appliances should be maintained in safe, proper working condition and not used in any manner that would be contrary to their design, intended use, or instructions or which would pose an unreasonable risk of damage or injury to person(s) or property.
- t.) **Tenant Owned Fire Extinguishers:** Shall be properly maintained and charged, the inspection record shall be attached and reflect that the extinguisher is inspected annually.
- u.) **Kitchen:**
- (i.) **Stove/Oven:** The interior and exterior should be clean and free of food and food debris, splatters, stains, ashes, soiled pots and pans, oil and grease, and undamaged. Drip pans are to be clean, free of food and food debris, splatters, stains, and ashes. Drip pans should not be lined with aluminum foil or other materials.
- (ii.) **Refrigerator:** Interior and exterior should be clean and free of splatters, stains, drips, spills, grease, food or liquid remnants, and foreign substances. Interior and exterior should be free of spoiled and inedible food, and undamaged. Freezer door and refrigerator door should seal and close properly.

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(iii.) **Cabinets:** Interior and exterior should be clean and free of splatters, stains, drips, spills, food or liquid remnants, and foreign substances. Should also be free of cuts, scrapes, dents, and holes and other damage. Cabinet surfaces and countertop should be free of grease, spilled food, and food left in open containers. Cabinets should not be overloaded with an excessive amount of weight. Items should be placed in the cabinets so that they do not fall out when the cabinet door is opened. Cabinet doors should open and close freely and completely. Dishes, glasses, cups, and other items should be dry when placed in the cabinet.

(iv.) **Exhaust Fan:** Should be undamaged and free of grease, dust, hair and other items that restrict or could restrict air flow.

(v.) **Sink:** Should be clean, free of grease, garbage and trash, and undamaged. Dirty dishes should be washed and put away in a timely manner. Drain should be unclogged. Sink stopper should not be removed or damaged.

(vi.) **Storage** under the sink should be limited to small or lightweight items to permit easy access to plumbing for repairs. Heavy pots and pans should not be stored under the sink.

(vii.) **Food storage areas:** Should be clean without spilled food or other open or spilled items that would attract rodents and insects, and undamaged. Items should be placed in the storage area so that they do not fall out when the storage area door is opened.

v.) **Bathroom:**

(i.) **Toilet and tank:** Should be clean, unclogged, odor free, and undamaged.

(ii.) **Tub and shower:** Should be clean and free of mildew and mold, and undamaged. Drain should be unclogged. Where applicable, shower curtains should be in place, and of adequate length.

(iii.) **Sink:** Should be clean, free of garbage, and undamaged. Drain should be unclogged. Sink stopper should not be removed or damaged.

(iv.) **Storage** in the cabinet under the sink, if any, should be limited to small or lightweight items to permit easy access for repairs; heavy items should not be stored in the cabinet under the sink.

(v.) **Exhaust fans:** Should be clean, free of dust, hair and other items that restrict or could restrict air flow, and undamaged.

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w.) **Exterior of the unit**

(i)**Yards:** Should be free of debris including animal waste, trash, discarded or broken items, household furniture, and free of inoperable/unlicensed vehicles including motorcycles, ATVs, boat trailers, and trailers. Lawn furniture, bicycles, and other items used or kept in the yard should be maintained in a clean and organized manner which does not damage landscaping or the building exterior. To use only outdoor garden furniture throughout the exterior of the premises. Any other type of furniture that is meant for indoor use as well as any makeshift brick-and-board furniture is prohibited to be placed or used outdoors. The exterior premises of the property are not to be used for storage. Tree houses are prohibited.

(ii.) **Porches and steps:** Should be clean and free of slipping, tripping and other hazards and obstacles. Any items stored on the porch shall not impede access to or from the unit. No household furniture is allowed on the porch; Only outdoor garden furniture should be used. Porch light bulbs must be present and functional.

(iii.) **Storm doors:** Where applicable should be clean, with glass or screens intact, and undamaged.

(iv.) **Alleyways and right of ways:** Should be free of debris, trash, and other obstacles and hazards.

(v.) **Parking areas:** Should be free of abandoned cars, oil spots and stains. Tenant is responsible for cleaning up oil dripped from tenant's vehicle or spilled by tenants. There will be no car repairs on the property or street/alley contiguous to the property.

(vi.) **Hoses:** Hoses must be disconnected from outside faucets when temperatures drop to freezing or below.

(vii.) **Emergency Exits:** It is prohibited to use the yard or exterior of the building in a way that impedes use of the building's windows for emergency exit.

(viii.) **Stray Animals:** Residents, guests/visitors, or any person(s) on the premises shall not feed or shelter stray or wild animals.

- F. All electrical, sanitary, heating, utility, cooling, appliances, furnishings, furniture, plumbing, ventilating, elevator, power doors and other such systems, equipment, fixtures, and appurtenances must be used in a safe, reasonable manner consistent with their purpose and normal operation. Electrical systems may not be overloaded or used in a manner that adversely impacts the electrical system usage of the building/property where the Premises is located or which adversely impacts the electrical system usage of other tenants who may occupy the same building/location as Tenant.



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Grease, garbage, baby wipes, diapers, feminine hygiene products, or other such blockage-causing items may not be disposed of in sinks, toilets, showers/bathtubs, or other drains.

- G. Only approved, habitable areas of the unit may be occupied for living space.
- H. Walks, steps, sidewalks, exit windows/doors, driveways, lawns, landscaping, and all exterior areas must be kept free of personal items, debris, trash, litter, blockages, obstacles, and potential safety hazards. See also Section 7(A) below.
- I. Tenant is liable for and responsible to pay for the reasonable cost for services, cleaning, maintenance, replacements, and repairs due to damage to Premises, beyond normal wear and tear, caused by Tenant, Tenant's household members, by Tenant's guests/visitors (regardless of whether Tenant authorized or knew about the actions of guests/visitors), by vandalism, or by Tenant's negligence, indifference, or willful conduct. This includes damage both at/to the Premises itself and also to any fixtures, equipment, appliances, furnishings, or other Authority property in or on the Premises. This includes, but is not limited to the various parts, features, and property at the Premises listed in Paragraph B, above.

1.) Tenant is also liable and responsible to pay for such damage caused by Tenant, Tenant's guests/visitors (regardless of whether Tenant authorized or knew about the actions of guests/visitors), and/or by vandalism to common areas, exteriors, landscaping, sidewalks, driveways, access ramps, fencing, utility connections, parking lots, and any other features, fixtures, or parts of Authority-owned property.

2.) Whether damage is chargeable to the Tenant as beyond normal wear and tear is determined by the Authority on a case-by-case basis. Generally speaking, normal wear and tear is defined as deterioration that occurs in the normal course of a Tenant's occupancy of a unit without negligence, carelessness, misuse or abuse of the premises, equipment, furnishings, fixtures, systems, features or appliances. Damage beyond normal wear and tear also includes the intentional or accidental loss or removal of fixtures, equipment, features, appliances, features, furnishings, or systems, whether in whole or in part. Damage beyond normal wear and tear may also include impacts on the Premises or any part thereof resulting from the Tenant's failure to comply with responsibilities under this Lease Agreement or from conduct prohibited by this Lease Agreement. If something at the Premises is affected by normal wear and tear to the point where additional, avoidable damage will be caused if the problem is not addressed, however, then Tenant has the responsibility to promptly report the situation to Authority and/or taking preventative measures to avoid the damage. Tenant will be held responsible for the cost of cleaning, maintenance, replacements, or repairs which could have been so avoided if the Tenant had made a report to Authority or otherwise taken preventative measures.

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8. OTHER OCCUPANCY RULES AND OBLIGATIONS OF TENANT

- A. Tenant will not affix, erect, attach, or place, or allow to be affixed, erected, attached, or placed, signs on the exterior doors, windows, walls, roofs, balconies, or other exterior features of the Premises. This includes any part of the yard or lot where the Premises is located. For purposes of this Lease term, a "sign" is defined as any placard, flyer, device, banner, poster, picture, document, or similar item which:
- 1.) Has an exterior facing size that exceeds 94 square inches individually or cumulatively when added to the size of all other such items which have been located on or at the exterior of the Premises by or with the consent of Tenant; or
 - 2.) Contains lewd, obscene, indecent or profane content; or
 - 3.) Contains profane, obscene or offensive provocative language or images directed toward another, or others, and calculated to provoke a breach of the peace. For purposes of this term, the phrase "provocative language" means insulting or "fighting words" or those words which by their very utterance inflict injury or tend to incite an immediate breach of the peace; or
 - 4.) Contains content which either promotes business/profit making activities at the Premises or contains advertisements/promotions for which Tenant or any member of Tenant's household is compensated.

Reasonable decorations for traditional or recognized holidays are generally not limited by the 94 square inch size restriction, but Authority in its discretion may choose to prohibit or limit such holiday decorations, including requiring Tenant to remove decorations. Documents, notes, flyers, and other items which are affixed, attached, erected, or placed on or at the Premises by the Authority, its employees or agents, do not count toward the 94 square inch size restriction. Tenant will not affix, erect, install, project, display or otherwise place banners, flags, posters, placards, flyers, advertising/promotional material, notices, pictures, signs or other such items in or on windows, roofs, awnings, doors, lawns, building exteriors, building landscaping, common areas, or other such locations without advance written permission of the Authority.

- B. Tenant will not affix, erect, install or otherwise place satellite dishes, antennas, aerials, wiring, shades, awnings, window guards, storage sheds, structures, fencing, gardens, landscaping or other such items in or on the interior or exterior of the Premises without having prior written permission from Authority. See also Section 6(D) and its subparts, above.
- C. Tenant will keep premises free from prohibited items including but not limited to tires, recreational equipment such as trampolines, swimming/wading pools, swing sets, jungle gyms, fire pits (including lawn furniture with fire pits), tiki torches, candles, incense, outdoor grills of any type, including but not limited to propane grilled, charcoal grills, pellet grills, smokers or any other

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items that the Authority determines to be hazardous and unsightly. Failure to comply with any of these conditions may result in termination of the Lease.

- D. Tenant will not engage in acts or behaviors on or at the Premises (including the building or lot where the Premises is located) which, in the sole determination of Authority, are unsafe or which pose unreasonable risks to the health, safety, or welfare of persons or property. This includes, but is not limited to, such things as:
- 1.) Storing or keeping hazardous, explosive, dangerous or flammable materials of a type or volume which are inconsistent with routine residential occupancy of a property, which have no reasonable need to be present at the Premises, or whose presence creates a safety concern or risk as determined by the Authority.
 - 2.) Engaging in behaviors which may cause a fire or unreasonably increase the risk of a possible fire. Candles of any kind or the burning of incense are prohibited. Tenants must take all reasonable precautions to prevent fires;
 - 3.) Blocking a safe path for exit from each room, including by placing furniture or other items in or in front of an exit path, a doorway, or an egress window;
 - 4.) Comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. Tenant also agrees to abide by any local ordinance, policies of the Authority or rules of occupancy prohibiting the use of space heaters or similar devices.
 - 5.) Storing any materials closer than 4 feet from the furnace, hot water heater, or in any area determined by Authority to be unsafe or otherwise unsuitable for storage; or
 - 6.) Operating a clothes dryer without it being properly vented to the outside.
- E. Tenant will use the Premises as a residence only for him/herself and for any other persons in Tenant's household who are authorized by this Lease to reside in the unit. The Premises shall not be used or occupied for a boarding house, lodging house, Airbnb or other similar program rental, guest house, vacation rental, or other similar temporary or permanent lodging function. See also Section 1(F), above.
- F. Premises is leased for use only as a residence and not for use for a business or commercial enterprise. In its sole discretion, Authority may give consent for Tenant to engage in legal profitmaking activities in or at the Premises which are incidental to the use of the Premises as a residence. Tenant must first obtain Authority's prior written consent prior to engaging in any such activities. No permission will be given for activities which, in the sole discretion of the Authority, would be inconsistent with any terms of this Lease or other rules/policies of Authority; would be unlawful; would pose a risk to the health, safety, or wellbeing of persons or property; would disturb

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the right to quiet enjoyment of other residents or of neighbors; would cause wear and tear in excess of normal residential occupation; would interfere with the operation of the Premises or Authority's business interests (or the business interests of any other persons or entities with ownership or management interest) related to the Premises; would cause an increase in Authority's insurance costs or liability risks (or the insurance costs/liability risks of any other persons or entities with ownership interest in the Premises); would compete with any of Authority's business activities or the business activities of any other persons or entities with ownership interest in the Premises; or which would harm the value of the Premises, Authority's business operation (or the business operation of any other persons or entities with ownership interest in the Premises), or Authority's reputation (or the reputation of any persons or entities with ownership interest in the Premises).

- G. Tenant shall not locate, park, or place any inoperable vehicles or vehicles without valid registration and current license plates on Premises property or on any property owned or managed by Authority. Any such inoperable or unlicensed/unregistered vehicle will be removed at Tenant's expense.
- H. No parking is allowed in any right-of-way or fire lane. Parking is only allowed on Premises/Authority property on the street, in driveways, and in marked spaces intended for parking. If there is assigned parking at the Premises, Tenant (including household members and guests) may only park in parking space(s) assigned to Tenant. Tenants must refrain from parking on Authority property and in front of Authority property any type of recreational vehicles including but not limited to RV's, boats /canoes, trailers, and any other restrictions as defined by municipal code for the city of Cheyenne. Vehicle repairs are not permitted on Premises/Authority property without the prior written permission of the Authority. Tenant must also comply with all federal, state, and local laws, regulations, rules, and ordinances regarding the parking, storing, possession, and licensing of vehicles.
- I. Tenant shall not engage in, permit, or allow any activities in or at the Premises which would interfere with the operation of the Premises as a residential rental property.
- J. Use of, occupancy of, and activities at the Premises must not violate any applicable orders of administrative agencies or courts and must also not violate any applicable ordinances, codes, rules, regulations, statutes, or other laws of any city, county, state, federal government, or other governmental entity, regardless of whether such laws were in force at the time of lease up or were subsequently enacted. Tenant must also comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.
- K. Tenant is obligated to refrain from, and to cause household members and guests/visitors to refrain from destroying, defacing, damaging, or removing any part of Premises. This includes not only the actual Premises leased to Tenant, but also all parts of the interior and exterior of any building where the Premises is located and any landscaping, grounds, parking lots, or other features of the exterior property where the Premises is located.



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- L. Tenant is obligated to act, and cause household members and guests/visitors to act in a manner that will:
- 1.) Not disturb other residents' peaceful enjoyment of their accommodations;
 - 2.) Be conducive to maintaining Authority property in a decent, safe, and sanitary condition; and
 - 3.) Not commit, suffer, or permit in or at the Premises any breach of the peace, vandalism, or immoral or illegal conduct
- M. Criminal Activity. Tenant is obligated to assure that neither Tenant, any member of the household, a guest/visitor, nor any person under Tenant's control, shall engage in:
- 1.) Any criminal or other activity that threatens the health or safety of other residents (including their household members and guests/visitors), agents or employees of Authority, or of neighbors whose property is in the immediate vicinity of the Premises;
 - 2.) Any criminal or other activity that threatens the right to peaceful enjoyment of the Premises or any part of Authority's owned or managed properties by other residents (including their household members and guests/visitors), by agents or employees of Authority residing at the building where Premises is located, or of neighbors residing in the immediate vicinity of the Premises;
 - 3.) Any drug-related criminal or other activity, engaged in on or off the premises, which means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug. The term drug as used here means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802); or
 - 4.) The illegal possession or use of a drug by Tenant/household member or a pattern of illegal drug use that interferes with the health, safety, or right to peaceful enjoyment by other residents. See also Subsection O, below with respect to additional restriction related to drugs.
- N. Smoking. Tenant shall comply with the smoking policy set forth in the Smoke Free Policy Addendum attached to this Lease Agreement. That policy includes such terms as the following:
- 1.) No smoking shall be permitted by the Tenant, members of the Tenant's household or any of the Tenant's guests/visitors anywhere within, upon or outside the Premises, which includes the building in which the Premises is located, common areas at or in the building, and the exterior outside lot upon which the building is located. Smoking is also prohibited at all other Authority offices, buildings, properties, and facilities.



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- 2.) "Smoking" is defined as the lighting, burning, inhaling, exhaling or other similar uses of tobacco or any other material in any type of smoking device or equipment. This includes, but is not limited to cigarettes, electronic cigarettes, clove cigarettes, marijuana, vaping devices, cigars, pipes, hookahs, bidis, and any item or device that simulates any of these products.
- 3.) A violation of the Smoke Free Housing Policy shall be considered a material breach of the resident's Lease and grounds for enforcement actions, including eviction, by the Housing Authority. Tenant will receive a written lease violation after the first smoking violation and will be informed that smoking on CHA property must stop immediately. A second smoking violation will result in termination of the lease and the CHA will proceed with legal enforcement actions if necessary. In the event that the tenant has other violations that are not smoking related, the second Smoke Free Policy violation notice may not be required to proceed with lease termination. A resident who violates the smoking policy shall also be charged the remediation costs listed within the Maintenance Schedule of Charges.
- 4.) Tenant acknowledges that the existence of a smoke-free policy for the Premises and the Authority's efforts to designate the Premises as smoke-free does not in any way change the standard of care that the Authority would have to Tenant to render the Premises any safer, more habitable, or improved in terms of air quality than any rental property in which smoking is permitted. Authority specifically disclaims any implied or express warranties that the Premises will have any higher or improved air quality than any rental property in which smoking is permitted. Authority cannot and does not represent, warrant, promise or guarantee that the Premises or other property of Authority will be free from secondhand smoke. Tenant acknowledges that Authority's ability to police, monitor, or enforce a smoke-free policy is dependent in significant part on compliance by Tenant, household members, Tenant's guests/visitors and other residents.
- O. Absences/Abandonment. Tenant shall give prompt prior notice to the Authority of Tenant's leaving Premises unoccupied for any period of fourteen or more consecutive days. Such notice is for the benefit of the Authority and shall not render Authority responsible for the condition of the Premises or of any personal property therein while the Premises are unoccupied. If the Premises are left vacant for fourteen or more consecutive days without such notice being given by the Tenant, then Authority may consider the Premises to be abandoned and this Lease terminated.
- P. Pets. Tenant may possess a pet in or at the Premises only with the prior written permission of the Authority pursuant to the terms of the Pet Policy Addendum attached to this Lease. Tenant who has an approved pet must fully comply with the terms of the Pet Policy Addendum. Any violation of the Pet Policy Addendum is grounds for termination of the lease and eviction, including the failure to clean up after a pet.
- Q. Service Animals and Companion Animals. Service animals and Companion animals are not considered pets; permission for such animals can be requested by a person who meets the required federal definition of disabled and who can provide appropriate of that condition and the need for the

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service/companion animal. Forms which need to be completed and returned to make such a request are available from the Authority. A decision on approval of a requested service/companion animal will be made after the forms have been completed and returned for review by the Authority. The Authority reserves the right to ask for additional information or documentation when needed. Permission from the Authority to have a service/companion animal must be obtained *before* the animal is permitted to be at the Premises. If permission for a service/companion animal is given, Tenant is responsible for appropriately caring for the animal, including cleaning up and properly disposing of any animal waste. Tenant will also be responsible for any damage caused by the service/companion animal.

R. Weapons. With respect to firearms and other weapons, Tenant shall:

- 1.) Comply with all local, state, and federal legal requirements applicable to the ownership, possession, transportation, and use of firearms or other weapons. The term “firearm” includes any weapon from which a shot, projectile or other object may be discharged by force of combustion, explosive, gas and/or mechanical means, whether operable or inoperable, loaded or unloaded, and any weapon or destructive device as defined by law.
- 2.) Shall not discharge or use any firearm or other weapons on Authority owned or managed property except when done in self-defense in a manner consistent with legal standards for a lawful act of self-defense.
- 3.) Shall not display or carry a firearm or other weapon in any common area, except where the firearm or other weapon is being transported to or from the Tenant’s Premises, or is being used in self-defense in a manner consistent with legal standards for a lawful act of self-defense.
- 4.) Shall have available for inspection a copy of any permit, license, or other documentation required by state, local, or federal law for the ownership, possession, or transportation of any firearm or other weapon, including a concealed carry permit as provided for by Wyoming law, upon request, when there is reasonable cause to believe that the law or these Lease terms have been violated.
- 5.) Firearms and other weapons at the Premises must be handled and stored in a safe and secure manner that minimizes the risk of harm to persons or property. Firearms and weapons must be kept out of the reach and access of minors and all other persons who cannot safely or responsibly handle them. Firearms stored at the Premises must either (a.) have a locked trigger lock in place, (b.) be stored in a locked container, or (c.) be unloaded, with the ammunition for the firearm stored separately.



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- S. Disturbance of Others. Tenant (including household members and guests) shall not engage in or permit conduct which interferes with the right of other residents or neighbors (including both those who may reside on Authority property and those who reside in their own properties nearby) to the peaceful enjoyment of their residences, nor shall Tenant (including household members and guests) engage in or permit conduct which interferes with the activities or operations of Authority or Authority's programs, employees, agents, or contractors. This includes, but is not limited to, the following:
1. The volume of radios, stereos, televisions, speakers, and other noisemaking items or devices shall be kept at a level so as not be heard outside of the Tenant's own unit. Noise generated from conversation or other activities in the Tenant's own apartment shall be kept at the same level;
 2. Vehicles and personal property of other residents in the Weaver Road Apartments project, of Authority, of Authority's employees, or Authority's agents, contractors, or service providers may not be taken, damaged, or interfered with; and
 3. Tenant (including members of Tenant's household and Tenant's guests) shall not to speak or act in an abusive, threatening, or disruptive manner toward residents (including their household members and guests), neighbors, or employees or agents of Authority. If a household member, guest/visitor, or any person(s) on the premises has engaged in or threatened violent or abusive behavior toward residents (Including their household members and guests/visitors), neighbors, or employees or agents of Authority, the Authority will terminate the lease.

Abusive or violent behavior towards CHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
- T. Pests. The Premises (including common areas and exterior areas) must be kept free of rodent or insect infestation, and free of debris, household goods, or other material that could invite a rodent/insect infestation or which creates a reasonable risk of rodents, insects, or other pests being present in the unit. Tenant is required to act to assist Authority in the prevention and resolution of insect, rodent, and pest infestations in, on, or around the Premises. Such required action includes, but is not limited to, the following:
1. Tenant may not bring (or allow to be brought) any items on or into the Premises which are, or reasonably might be, infested with bedbugs or other insects, rodents, or pests. Tenants who bring such items on or into the Premises, and thereby cause such an infestation to the Premises or to other Authority owned property, may be charged for resulting costs and damages;

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2. Tenant must allow access to the Premises by Authority and Authority's employees, agents, contractors, and service providers (such as exterminators or pest control companies) for purposes of treating, preventing, or resolving a suspected or actual insect, rodent, or other pest problem. See Section 9, below, for the details of Tenant's obligations regarding giving access. Tenant may not refuse access to the Premises or to treatments for such purposes;
 3. Tenant agrees to promptly remove from the Premises (or to allow Authority or its agents, contractors, or service providers to so remove) any items which have been identified as needing to be removed in order to prevent or treat a potential or actual insect, rodent, or pest infestation. When removing such items, Tenant shall do it in a careful and safe manner, so as not to spread infestation back onto the Premises or onto adjacent units/property; and
 4. Tenant agrees to immediately report to Authority any signs of bed bug or other insect, rodent or pest infestations observed in or at the Premises.
- U. Rules of Occupancy. Tenant agrees to abide by any Rules of Occupancy which have been established by the Authority. Said Rules of Occupancy are incorporated herein to this Lease Agreement. Authority may unilaterally modify Rules of Occupancy for the upon 60 (sixty) days' written notice to Tenant; Tenant's continued occupancy of the Premises after 60 days following notice to Tenant of modified Rules of Occupancy shall constitute Tenant's consent to and agreement to abide by, the modified Rules of Occupancy. A violation of the Rules of Occupancy is a violation of the terms of this Lease and may be grounds for lease termination and eviction pursuant to section 10(B), below.
- V. Tenant agrees not to commit any fraud in connection with any Federal Housing assistance program. This includes, but is not limited to, knowingly, intentionally, or willfully misrepresenting or failing to report information about such things as income, employment, assets, household composition, criminal histories or backgrounds, and other factors relevant to eligibility.
- W. To not disable, remove, or otherwise adversely affect energy saving features which have been installed or provided at the Premises. Depending on the nature of the Premises, such energy saving features could include high efficiency lightbulbs, low flow toilets, low flow showerheads, faucet flow restrictors or aerators, thermostat controls, and other such features. If any high efficiency lightbulbs at the Premises are damaged, lost, or otherwise cease to function, Tenant is responsible for replacing such lightbulbs with substantially identical lightbulbs.



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9. Authority Obligations

The Authority shall be obligated:

- A. To maintain the dwelling unit and the project in a decent, safe and sanitary condition;
- B. To comply with the requirements of applicable building codes, housing codes, and WCDA's (or any other regulatory agency's or entity's applicable) policies, rules, regulations, or requirements regulations materially affecting health and safety;
- C. To make necessary repairs to the Premises;
- D. To keep project building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition;
- E. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances. Authority is not obligated to provide new or repair existing wiring for cable television, telephone, or Internet service.
- F. To provide or cause to provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premises by Tenant as required by this Lease, and to provide or cause to provide disposal service for garbage, rubbish and other solid waste;
- G. To supply running water and reasonable amounts of hot water and a reasonable amount of heat at appropriate times of the year according to 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 Tenant and supplied by a direct utility connection.

10. Entry of Premises During Tenancy:

- A. Tenant agrees that the duly authorized agent, employee, or contractor of the Authority will be permitted to enter the Premises during reasonable hours for the purpose of performing routine maintenance, making improvements or repairs, inspecting the Premises, welfare checks on the Tenant, reviewing Lease compliance, showing the Premises for re-leasing, or any other reason not prohibited by law, provided that at least 24 hours' advance written notice was given of the intention to enter. Such notice is deemed given when it has been affixed to the door of the Premises, handed to an adult person answering the door at the Premises, or slid under the door of the Premises.
 - 1.) When the Tenant notifies the Authority of the need for maintenance work (including, but not limited to, repairs, replacement, and/or investigation of a reported concern/problem),



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- then Tenant's act of notification shall be considered to be the granting of permission to enter the Premises to address the reported need for maintenance work.
- 2.) In the case of Tenant notification of a non-emergency maintenance need, then employees, agents or contractors of Authority may arrive at any time during reasonable hours to perform the maintenance work. The person(s) there to do the work will knock on the door. If the Tenant is not home, then the Premises may be entered and the needed work performed. A note will be left notifying the Tenant that the Premises were entered and what work is performed. If the Tenant is home, the person(s) there to do the work will explain that they are responding to the Tenant's notification and ask to enter to perform the work. If there are unusual circumstances present such that it would not be objectively reasonable for the work to be performed at that time, the Tenant may request that the work be done at another time. However, a Tenant who has reported needed maintenance work has the obligation to reasonably cooperate to allow entrance so the reported maintenance work can be performed on a timely basis. A Tenant's failure to reasonably cooperate in allowing reported or needed maintenance work to be performed is a material violation of the Lease and may be cause for Lease termination.
- 3.) In the case of Tenant notification of an emergency maintenance need, then employees, agents or contractors of Authority may enter the Premises at any time, without need for other notice or further consent, in order to address the emergency.
- B. The Authority or someone on its behalf may enter the Premises at any time without advance notification when there is reasonable cause to believe an emergency exists.
- C. If Tenant and all adult members of the household are absent from the Premises at the time of entry, the Authority shall, when feasible, leave a written statement in or at the Premises specifying the date, time and purpose of entry prior to leaving the Premises.
- D. Authority shall be permitted to affix and display "For Sale," "For Rent" and other similar signage in the windows, doors, or exterior of the Premises, and Tenant agrees not to interfere with such signage.
- E. Notwithstanding the above terms regarding the entry of Premises, Tenant and Authority agree that efforts by Authority or Authority-retained service providers to remedy pests or infestations at the Premises (including, but not limited to insects, bedbugs, and rodents) constitutes an emergency situation whereby different terms for the entry of the Premises apply. In the event that Authority or a service provider of Authority (such as an exterminator or pest control company) will need to access the Premises, Authority shall attempt to give as much notice as possible, up to a 24-hour notice, of such intended entry. Regardless of whether or not Authority has given advance scheduled notice of entry, however, Tenant agrees to allow Authority or Authority's service provider immediate needed access (regardless of whether Tenant/members of Tenants' household are home or not) to the Premises for purposes of treating, preventing, or resolving a suspected or actual insect, rodent, or other pest problem.

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- F. Notwithstanding the above terms regarding the entry of Premises, under circumstances where the Tenant has not been seen for 48 hours or more, where the absence of Tenant was not notified to Authority, and where the Tenant does not respond to knocks on the door, phone calls, or other means of routine contact, then Tenant and Authority agree that a special emergency situation exists, allowing the Authority to enter the Premises without advance written notice in order to check on the welfare of Tenant

- G. Failure to provide access to Authority, including Authority's employees, agents, or contractors, in accordance with the terms of this Lease is a material lease violation that may result in lease termination.

11. Termination of the Lease

A. By Tenant:

- 1. Tenant may terminate the Lease Agreement prior to the end of its term by giving Authority at least thirty (30) days' advance written notice of intent to vacate.

- B. Authority may deem the Tenant to have terminated the Lease if it appears that the Tenant has abandoned the Premises. Authority will use reasonable means to determine that the Tenant has abandoned the unit. Mail returned as undeliverable by the Post Office may be considered proof that the unit has been abandoned by the Tenant. Authority may consider other evidence or factors beyond the return of mail in making the determination that the Tenant has abandoned the Premises Tenant is responsible for payment of the full month's rent for the month tenant moves out of the unit. Tenant is responsible for payment of ongoing rent until one of the following conditions are met:

- 4. Unit keys are returned to the Authority,
- 5. Authority has sufficient evidence to reasonably conclude that Tenant has abandoned the Premises. For example, if Tenant fails to notify the Authority of Tenant's move-out and the Authority discovers that Tenant abandoned the unit, Tenant is responsible for rent payment up to and including the date the Authority discovers and takes possession of the vacant unit.
- 6. Tenant's family has been removed from the unit as a result of an action by the Authority.

After one of these three conditions is met, the Authority will prorate the final month's rent to determine the actual number of days tenant is responsible for rent payment. The balance of the paid prorated rent payment and the security deposit will be applied to any Tenant charges due to the Authority. The remaining balance, if any, will be returned to Tenant.



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- C. **By Authority.** The Authority shall not terminate or refuse to renew the Lease other than for good cause. Good cause is defined as:
1. Serious or repeated violations of material terms of the Lease now or as it may be subsequently amended, including terms found in any addendums, rules of occupancy, and any other policies or rules of Authority which are incorporated herein; or
 2. Failure to make timely payments due under the Lease, including the failure to pay rent or other charges when due, the failure to pay utility bills (for those utilities which Tenant is responsible to pay), and repeated late payment, which is three or more late payments within a 12-month period; Failure to repay debt, failure to enter into a repayment agreement or breach a repayment agreement Authority will pursue other modes of collection); or
 3. Misrepresentation or failure to disclose information regarding family income, assets, or composition or any other material facts affecting the eligibility of Tenant or household. This includes, but is not limited to discovery after lease up of facts that made Tenant ineligible for subsidy at the Premises and/or for federal housing programs; or
 4. Discovery of material false statements or fraud by the Tenant in connection with an application for residency/assistance or with reexamination of income/eligibility; or
 5. Failure to supply, in a timely fashion, any certification, release, information, or documentation regarding family income or composition needed to process annual re-examination or interim redeterminations; or
 6. Serious or repeated damage and/or creation of physical hazards or safety risks in, at, to, or on the Premises, grounds, common areas, building external lot, or parking areas of an Authority owned or managed property; or
 7. Criminal activity by Tenant, household members, Tenant's guests, or another person under Tenant's control as follows:
 - i. Any criminal activity that threatens the health or safety of other residents (including their household members and guests/visitors), agents or employees of Authority, or of neighbors residing near the Premises;
 - ii. Any criminal activity that threatens the right to peaceful enjoyment of the Premises by other residents (including their household members and guests/visitors), by agents or employees of Authority residing at the building where Premises is located, or of neighbors residing near the Premises;
 - iii. Any drug-related criminal activity engaged in, on or off the premises, which means the illegal manufacture, sale, distribution, or use of a drug, or the

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possession of a drug with intent to manufacture, sell, distribute or use the drug. The term drug as used here means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802);

- iv. The illegal use of a drug by Tenant/household member or a pattern of illegal drug use that interferes with the health, safety, or right to peaceful enjoyment by other residents; or
- v. If the Authority determines that any Tenant or any household member has ever been convicted of a drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing.

With the exception of item v. above, Authority may terminate the Lease if it determines that the person has engaged in the criminal activity regardless of whether the person has been arrested or convicted and without satisfying the standard of proof used for a criminal conviction; or

- 8. Failure of Tenant to accept a proposed revision to the Lease from the Authority, as long as written notice of the proposed revision was given at least 60 calendar days in advance of it taking effect and so long as the proposed revision specified a reasonable time limit for the Tenant to accept it; or
- 9. Any other reason allowed or required by federal law; or
- 10. Serious or material violations of any terms of this Lease, regardless of whether those Lease terms are addressed specifically in the above list of items in this Section and regardless of whether those Lease terms have language identifying their breach as possible grounds for lease termination. Authority has used language in other sections of this Lease referring to certain behaviors by Tenant as possible grounds for Lease termination for the purpose of emphasizing consequences to Tenant for certain behaviors. The absence of such language in other sections of the Lease does not mean that breach of those terms will not or could not result in Lease termination. Authority maintains and does not waive the right to terminate the Lease for any serious or material violations of any Lease term; or
- 11. If the Tenant or any other member of the household is subject to the lifetime sex offender registry in any state/country; or
- 12. Alcohol Abuse: If the Authority determines that a household member has engaged in abuse or a pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of premises by other residents. A pattern of such abuse means more than one incident of any such abuse of alcohol during the previous six months



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13. Any other good cause including but not limited to:

If a tenant is fleeing 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, or that, in the case of the State of New Jersey, is a high misdemeanor; or violating a condition of probation or parole imposed under federal or state law;

Discovery of facts after admission to the program that would have made the tenant ineligible;

If the family has breached the terms of a repayment agreement entered into with the Authority;

Failure to promptly inform the Authority of the birth, adoption or court-awarded custody of a child. In such a case, promptly means within 10 business days of the event;

If a family member has violated federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises;

If a household member has engaged in or threatened violent or abusive behavior toward Authority personnel.

Abusive or violent behavior towards Authority personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

If a family is absent from the public housing unit for more than 180 consecutive days, and the family does not adequately verify that they are living in the unit

If a household member has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers

12. Surrender of Premises

- A. At the termination of this Lease or at the termination of the Tenant's right of possession, Tenant shall yield possession of the Premises to Authority.
- B. Prior to a Tenant's noticed move-out date, Authority may conduct a pre-move-out inspection of the Premises using the applicable process for inspections set forth in Section 9 of this Lease.
- C. Authority will conduct an inspection of the Premises at or after the time of Tenant vacating the Premises. If Tenant wishes to be present for this inspection, Tenant must make a written request to schedule the inspection and provide a current phone number. Authority does not have to provide Tenant an opportunity to be present for the inspection if Tenant has abandoned the Premises or otherwise vacated without giving notice.



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- D. Tenant is expected to leave the Premises in the same condition it was in at the time of Tenant's move in (as reflected on the move-in inspection report), less any normal wear and tear. Tenant will be charged for the costs of services, maintenance, replacement and repair for damages beyond normal wear and tear. Tenant may be charged for costs incurred as a result of the manner in which Tenant vacated the unit, including costs related to un-returned keys or disposal of Tenant property abandoned in the Premises. All such charges will be deducted from Tenant's security deposit. Tenant is responsible for the full amount of charges so assessed, even if the amount exceeds Tenant's security deposit. See also Sections 4(D) and 6(K) above.
- E. Tenant agrees to turn in the keys at the time of vacating the unit. All keys must be returned. A charge will be made for changing locks if all keys are not returned at the time of move out. The Tenant is assumed to control the unit and therefore be responsible for ongoing rent until the keys are returned to the Authority, until there is sufficient evidence for the Authority to reasonably conclude that the Tenant has abandoned the Premises, or until the Tenant's family has been removed from the unit as a result of an action by the Authority. The keys must be turned in to the Authority's office (and may be dropped in the drop box there if the office is not open at the time).
- F. Tenant is obligated to remove any and all vehicles and personal property when Tenant leaves, abandons or surrenders the Premises. Property left by the Tenant shall be considered abandoned and will be disposed of by the Authority as per Wyoming Statute 1-21-1210(a). The Authority may at its sole discretion choose to store remaining property that appears to be valuable, with the determination as to whether the property is valuable lying solely with Authority. Property left behind in or at the Premises is generally presumed to be not valuable. In the event that Authority chooses to store property, Authority will provide written notification of the stored property to the last known address of the Tenant. Property so stored that is not recovered by the Tenant within a time frame established by Authority will be disposed of. Costs for storage and disposal shall be assessed against the former Tenant. Tenant agrees that Authority is not responsible for any damages or losses that may occur when removing or storing property left behind.
- G. Tenant is responsible for payment of the full month's rent for the month tenant moves out of the unit. Tenant is responsible for payment of ongoing rent until one of the following conditions are met:
7. Unit keys are returned to the Authority,
 8. Authority has sufficient evidence to reasonably conclude that Tenant has abandoned the Premises. For example, if Tenant fails to notify the Authority of Tenant's move-out and the Authority discovers that Tenant abandoned the unit, Tenant is responsible for rent payment up to and including the date the Authority discovers and takes possession of the vacant unit.
 9. Tenant's family has been removed from the unit as a result of an action by the Authority.
- After one of these three conditions is met, the Authority will prorate the final month's rent to determine the actual number of days tenant is responsible for rent payment. The balance of the paid prorated rent payment and the security deposit will be applied to any Tenant charges due to the Authority. The remaining balance, if any, will be returned to Tenant.
- H. If the family appears to have vacated the unit without giving proper notice, the CHA will follow state

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and local Authority-Tenant Law pertaining abandonment before taking possession of the unit. If necessary, the CHA will secure the unit immediately to prevent vandalism and other criminal activity.

13. Legal Costs:

In the event that Authority successfully undertakes legal action to recover possession of the Premises from Tenant, to enforce the terms of the Lease against Tenant, to obtain a judgment against Tenant for any reason arising from this Lease or Tenant's tenancy; to hold Tenant liable or accountable for actions or events arising from or connected to Tenant's tenancy or this Lease; to enforce or collect on a judgment obtained against to Tenant; to obtain an option or ruling on the rights, duties, obligations, or liabilities of either party under this Lease, or to otherwise act to collect monies or any form of damages owed by Tenant to Authority, then Tenant shall be obligated to pay costs incurred by Authority in pursuing such legal action, including the costs for filing fees, service fees, court costs, expert witness fees, travel/lodging/per diem costs, copying costs, transcript/deposition costs, and reasonable attorney fees and costs.

14. Sale of Premises by Authority

Notwithstanding any other covenant or agreement herein recited, it is expressly understood by Tenant that Authority may sell the described Premises and/or the real estate where the described Premises is located and, upon 30 (thirty) days' notice in writing by Authority to Tenant of such, Authority may terminate this Lease, with the last effective date of this Lease being day 30 of the notice period, and is entitled to recover immediate possession of the Premises from the Tenant as of said date. Tenant expressly acquiesces and agrees to Authority's right to sell, terminate the Lease, and take possession of the Premises as described in this paragraph. Tenant further acquiesces and agrees that said rights shall equally belong to Authority's grantee(s), heirs and assigns.

15. Notice Procedures:

- A. Tenant Responsibility: Any notice to Authority must be in writing, delivered to the Authority's Office at 3304 Sheridan Street, Cheyenne, Wyoming 82009, or mailed to P.O. Box 20046, Cheyenne, WY 82003

16. Waiver:

- A. The Authority's failure to exercise or delay in exercising any right, power or privilege under this Lease shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.
- B. Authority is a governmental entity, political subdivision and public corporation created as a Housing Authority pursuant to Wyoming State Statute. As such, Authority is subject to and governed by the Wyoming Governmental Claims Act (Wyo. Stat §§1-39-101, *et seq.*). Except to the extent which may be required by federal law, by entering into this Lease the Authority does



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not waive and expressly maintains any protections, procedures, immunity, and limitations on liability found in that Act or in any other state statute or constitutional provision arising from Authority's governmental and/or public nature.

17. Indemnification:

Authority shall not be liable for any damages, losses, harms or injury to Tenant, members of Tenant's household, Tenant's guests or visitors, to any other person, or to any property, occurring on or at the Premises or any part thereof, unless the direct cause of said damages, losses, harms or injury is the negligence, willful act, or willful omission of Authority or Authority's employees. Tenant agrees to defend, indemnify and hold harmless the Authority, Authority's employees, Authority's agents, and all of Authority's heirs, assigns, and successors in interest from any and all claims, demands, lawsuits, charges, damages, and judgments of any nature, including, but not limited to, any court costs, attorney fees, litigation expenses, and other costs which may be incurred.

19. Discrimination Prohibited. Authority shall not discriminate against any person based on the grounds of race, color, gender, religion, national or ethnic origin, familial status, disability, or membership in a legally protected class.

20. Renter's Insurance. Tenant is strongly recommended to carry renter's insurance at all times while this Lease is in effect. Tenant is responsible for obtaining and paying for his/her own renter's insurance. TENANT UNDERSTANDS AND AGREES THAT THE PERSONAL BELONGINGS OF TENANT AND HOUSEHOLD MEMBERS ARE NOT COVERED BY THE AUTHORITY'S INSURANCE.

21. Other provisions:

- A. The section and subsection labels and headings are intended as an organization tool and do not themselves constitute terms of the Lease or language intended for use in the interpretation of the Lease.
- B. The construction, interpretation, and enforcement of this Lease shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over this Lease Agreement and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. This Lease, the Addendums thereto, and any other documents which are incorporated herein make up the entire agreement between the Authority and Tenant regarding the leasing of the Premises.
- D. If any Court declares a particular provision of this Lease to be invalid, illegal, or otherwise unenforceable, the remainder of this Lease shall remain in effect and the parties will continue to be bound by the remaining terms.
- E. The Tenant certifies that he/she has received and read a copy of this Lease, and all Addendums and Attachments thereto, prior to signing.



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22. Household Composition: The Tenant's household is composed of the individuals listed below. (Other than the Head or Spouse) each household member should be listed by age, oldest to youngest. All members of the household over age 18 must execute the lease.

Name	Relationship	Age / Birthdate	Last 4 Digits of S.S.#
1.	Head of Household		
2.			
3.			
4.			
5.			
6.			

TENANT'S INITIALS ON THE PAGES OF THIS LEASE SIGNIFY THAT THE TENANT HAS RECEIVED, READ, AND UNDERSTOOD THOSE PAGES AND AGREED TO BE BOUND BY THE TERMS AND CONDITIONS ON THOSE PAGES.

TENANT'S SIGNATURE BELOW SIGNIFIES THAT TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND THE TENANT AGREES TO BE BOUND BY THE LEASE TERMS AND CONDITIONS AS WRITTEN.

TENANT	DATE
MEMBER 18 & OLDER	DATE
MEMBER 18 & OLDER	DATE
AUTHORITY (MANAGEMENT	DATE
WITNESS	DATE



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ATTACHMENTS

If indicated by an (X) below, the Authority has provided the tenant with the Lease Agreement and the following attachments and information:

- Lease Agreement
- Maintenance Charge Schedule (May be updated)
- Pet Policy for all Development
- Animals that Assist the Disabled Policy
- Smoke Free Policy Addendum
- Other _____

I/We have received a copy of this Lease and all of the marked documents listed above. The above information has been explained to me /us. I/We understand the possibility that lead-based paint may exist in the unit.

Tenant's Signature

Date

Member 18 & Older

Date