

LEASE

J. R. "POLLY" LINEWEAVER APARTMENTS

THIS LEASE AGREEMENT (the "Lease") is made this ____ day of _____, 20____, between **HARRISONBURG REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia, "Landlord," and _____, "Tenant" (whether one or more).

1. Agreement to Lease and Description of Property. Landlord leases to Tenant and Tenant leases from Landlord the real estate briefly described as **Unit _____, of the J. R. "Polly" Lineweaver Building** (the "Building"), located at 265 North Main Street, Harrisonburg, Virginia 22802 (the "Leased Premises"). The Leased Premises include a range and refrigerator.

2. Tenant's Household Members. Tenant agrees the following are the only members of his/her household who will reside at the Leased Premises:

Name	Relationship
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Tenant must promptly inform Landlord of the birth, adoption, or court-awarded custody of a child; and must request Landlord approval to add any other family member as an occupant of the unit.

3. Term. The initial term of this Lease shall be one (1) year, commencing on _____, and ending on _____. Thereafter, this Lease shall be automatically renewed for successive one (1) year terms. Tenant may terminate this Lease at the end of the initial term or any time thereafter by notifying Landlord in writing at least thirty (30) days prior to the termination date, or as provided in Paragraph 19. Landlord may terminate only as provided in Paragraph 18 of this Lease.

4. Rent. The total rent ("Contract Rent") for the initial term is \$ _____ per month. Of this amount, Tenant shall pay \$ _____ per month ("Tenant Rent"), due in advance on the first (1st) day of each month, except that rent for partial months shall be prorated, in the form of a check or money order made payable to **JR "Polly" Lineweaver Apartments** and can be delivered to the management office at Lineweaver Apartments or mailed to Lineweaver Apartments, 265 N. Main Street, Harrisonburg, VA 22802. Tenant understands that the Tenant Rent is less than the market (unsubsidized) rent on this unit. Tenant understands that the United States Department of Housing and Urban Development (HUD) will pay the difference between the Contract Rent and the Tenant Rent (the "Tenant Assistance Payment") based on Tenant's Eligibility Certification attached hereto as Exhibit A. Additional charges to Tenant provided for in this Lease shall not affect the amount of Tenant Rent.

5. Changes in the Tenant's Share of Rent. Tenant understands that the amount of Tenant Rent or the Tenant Assistance Payment may be changed during the term of this Lease if:

- A. HUD or Landlord determines, in accordance with HUD procedures, that an increase in rents is needed;
- B. the income or number of persons in Tenant's household changes or other factors considered in calculating Tenant Rent change and HUD procedures require Tenant Rent or the Tenant Assistance Payment to be adjusted to reflect the change;
- C. HUD or Landlord changes any allowance for utilities or other services considered in computing Tenant Rent;
- D. changes in the Tenant Rent or Tenant Assistance Payment are required by HUD's recertification or subsidy termination procedures;
- E. HUD's procedures for computing the Tenant Assistance Payment or Tenant Rent change; or
- F. Tenant fails to provide information on his/her income, family composition or other factors as required by Landlord.

Landlord agrees to implement changes in Tenant Rent only in accordance with the time frames and administrative procedures set forth in HUD's handbooks, instructions, and regulations. Landlord shall give Tenant at least 30 days advance written notice of any increase in the Tenant Rent except as otherwise provided in this Lease. The notice will state the new amount of Tenant Rent, the effective date of the new amount, and the reasons for the change. The notice will also advise Tenant that he/she may meet with Landlord to discuss the rent change as provided in Paragraph 23.

6. Charges for Late Payments and Returned Checks. If Tenant Rent is not paid in full within five (5) days after the due date, Tenant shall owe a late charge of five dollars (\$5), effective on the sixth (6th) day. Thereafter, Tenant shall pay one dollar (\$1) for each additional day any part of the Tenant Rent remains unpaid during the month it is due. This Lease may not be terminated for failure to pay late charges, but may be terminated for failure to pay Tenant Rent, as provided in Paragraph 18 below.

Commented [M1]: Did you want to make all leases consistent with a \$75 per month late fee?

Tenant shall also pay a returned check fee upon the second or additional time a check is returned for insufficient funds or otherwise dishonored. The returned check charge shall not exceed any charges paid by Landlord as a result of the returned or dishonored check. This charge will be in addition to any late fee that may be due. Landlord shall also be entitled to any statutory damages or fees awarded by a court if the returned check is not satisfied. If any of Tenant's checks are returned to Landlord for insufficient funds or dishonored, Landlord shall thereafter at any time have the option of requiring that all subsequent rent payments be made in cash, by cashier's check, certified check, or money order.

Charges assessed herein shall be due and collectible two (2) weeks after Landlord gives written notice to Tenant, which notice shall constitute notice of adverse action.

7. Security Deposit. Upon execution of this Lease, Tenant has deposited with Landlord the greater of:

\$_____ (one month's Tenant Rent plus \$150.00 for a pet deposit, as set forth in Exhibit C, if applicable) or \$50.00

Commented [M2]: Is this still the current pet deposit for JRPL?

as a security deposit. The security deposit shall be held by Landlord to secure Tenant's full compliance with the terms of this Lease.

After the Tenant has moved from the Leased Premises, the Landlord will inspect the Leased Premises and complete a Move-In/Move-Out Inspection Report ("Report"), a copy of which is attached hereto and made a part of this Lease as Exhibit B. The Landlord will permit the Tenant to participate in the inspection of the Leased Premises if the Tenant so requests.

Within 45 days after the expiration or termination of this Lease, Landlord may apply the security deposit to offset any damages Landlord has sustained due to Tenant's failure to (a) properly maintain the Leased Premises; (b) surrender possession of the Leased Premises thoroughly cleaned and in good condition (reasonable wear and tear excepted, but grease accumulation and unreasonable marks, holes, nicks, or other injury to walls, ceiling, floors, or appliances will not be considered reasonable wear and tear, unless any such damages were listed on the Report (Exhibit B) for this Lease), and otherwise in compliance with reasonable conditions as may be set forth in the Resident's Handbook, as amended from time to time; or (c) fully comply with the terms of this Lease. Any remaining balance shall be applied to unpaid rent, including default rent. Tenant understands that the Landlord will not count the security deposit towards the last month's Tenant Rent or towards repair charges owed by Tenant (if any), in accordance with paragraph 13 below. Landlord shall provide Tenant with an itemized written accounting, showing all such deductions and the reasons for such deductions within the 45 day period. Tenant must provide Landlord with a forwarding address in writing. In the event that the damages to the Leased Premises exceed the amount of the security deposit and/or require the services of a third party contractor, Landlord shall give written notice to Tenant advising him of that fact within the 45 day period. If notice is given as prescribed in this paragraph, Landlord shall have an additional 15 day period to provide an itemization of the damages and the cost of repair. This section shall not preclude Landlord or Tenant from recovering other damages to which either may be entitled under this Lease or applicable law. Except as provided herein, within 45 days after the expiration or termination of this Lease, Landlord shall give or mail to Tenant the security deposit or its balance provided Tenant gives Landlord Tenant's new address in writing before vacating the Leased Premises. If more than one Tenant signs the Lease, all deductions from the security deposit shall be joint and several, and Landlord is not liable for any understanding which may exist between Tenants as to the portion of the security deposit. Disposition of the security deposit, if any, shall be made with one check being payable to all Tenants, as Landlord shall not be required to allocate or apportion the security deposit among individual Tenants, and sent to the forwarding address provided by any one of the Tenants. If Tenant fails to give notice of a forwarding address, Landlord will send the security deposit statement to the last known address of Tenant, but will retain (for as long as required by Virginia Code § 55-248.15:1) the security deposit refund, if any, until Tenant notifies Landlord of the appropriate address to mail the refund. If Tenant fails to provide a forwarding address within the

time frame set forth in Virginia Code § 55-248.15:1, Landlord shall disburse the security deposit in accordance with that statute. If Tenant disagrees with Landlord concerning the amounts deducted, Tenant may request a meeting with Landlord, in which case Landlord shall meet with Tenant to discuss the disputed charges.

If Landlord in any way transfers title or its interest in the Leased Premises to a third party, Landlord may transfer the security deposit to the transferee and is released from all liability for the return of the security deposit to Tenant. If such transfer occurs, Tenant agrees to contact the transferee solely for the return of the security deposit and to release Landlord from all obligations and liability thereto.

Landlord may use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet in the Leased Premises and Grounds, including (but not limited to) the cost of repairs and replacements to, and fumigation of, the Leased Premises. Landlord shall refund the unused portion of the pet deposit to Tenant within a reasonable time after Tenant moves from the Leased Premises (as long as Tenant has provided forwarding address) or no longer owns or keeps a pet in the Leased Premises.

8. Utilities. Landlord shall provide routine maintenance, heating and cooling, electricity, water, and sewer at no additional cost to Tenant. Tenant agrees not to waste the utilities provided by Landlord and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. Trash pickup is provided by the City of Harrisonburg. All other services and utilities, including telephone service, shall be provided by Tenant at Tenant's expense. Landlord will not be responsible for failure to furnish utilities by reason of any cause beyond its control.

9. Quiet Enjoyment. Landlord covenants that if Tenant timely pays the rent and performs the covenants that are contained in this Lease, Tenant shall have quiet and peaceful possession of the Leased Premises for the agreed term.

10. Use of Premises.

A. The Leased Premises shall be Tenant's sole place of residence and used and occupied exclusively by Tenant and the members of Tenant's household identified in Paragraph 2.

B. No part of the Leased Premises shall be used at any time for the purpose of carrying on any business or professional trade of any kind or for any purpose other than as a private, single-family residence.

C. Tenant shall not assign this Lease or grant any concession or license to use the Leased Premises.

D. Tenant shall not provide accommodations for boarders or lodgers. Guests of Tenant may stay on the Leased Premises no more than one (1) week. Longer visits may be permitted by Landlord for good cause in the Landlord's sole discretion, if Tenant notifies Landlord in writing, explaining the reason for the extended visit.

E. Tenant shall comply with all sanitary laws, ordinances, rules, and orders of appropriate authorities affecting the cleanliness, occupancy, and preservation of the Leased Premises, all restrictive covenants affecting the Leased Premises, and City of Harrisonburg ordinances regarding nuisance. Tenant shall reimburse Landlord for any fines or penalties Landlord incurs as a result of the actions of Tenant, members of Tenant's household, Tenant's guests or other persons under Tenant's control (including any nuisance fees imposed on Landlord under § 15-3-2 of the Harrisonburg City Code). Charges assessed herein shall be due and collectible fourteen (14) days after Landlord gives written notice to Tenant, which notice shall constitute notice of adverse action.

F. Tenant is permitted to own and keep common household pets in the Leased Premises in accordance with the Pet Rules. However, no animals or pets shall be kept anywhere on the Leased Premises without prior written permission from Landlord. Permitted pets shall be kept only in accordance with the Pet Rules attached hereto and made a part of this Lease as Exhibit C (if applicable). Neither this paragraph 10F nor the Pet Rules shall apply to animals kept to assist, support or provide service to persons with disabilities or needed as a reasonable accommodation to the Tenants (or Tenant's household members, as set forth in paragraph 2 of this Lease). The Landlord shall also allow service animals to accompany visitors with disabilities who need such animals as an accommodation to their disabilities. Assistance animals must be qualified as such by Landlord according to HUD regulations. Tenant may, at any time, request that this Lease be amended to permit a pet and/or request a copy of the Pet Rules. Violation of the Pet Rules shall be grounds for removal of the pet and/or termination of this Lease in accordance with federal, state, and local law and the terms and conditions of this Lease. If applicable, Tenant has read and agrees to abide by the terms of Landlord's Pet Rules set forth in Exhibit C attached to this Lease.

G. Tenant shall obey the Landlord's rules and regulations as published in the Resident's Handbook. Tenant's acknowledgement of receipt of the Resident's Handbook is attached to and made a part of this Lease as Exhibit D. Tenant shall obey additional rules established after the effective date of this Lease if:

- i. the rules are reasonably related to the safety, care, and cleanliness of the Building and the safety, comfort, and convenience of the residents; and
- ii. Tenant receives written notice of any proposed rule change at least 30 days before the rule's effective date.

H. Tenant shall not keep or have in or on the Leased Premises, the Building, or the Grounds any articles or things of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or that might be considered hazardous or extra-hazardous by any responsible insurance company. Tenant shall not undertake, or permit his/her family or guests to undertake, any hazardous acts or do anything that will increase insurance premiums for the Building. Any such actions shall constitute Material Non-Compliance under Paragraph 18.

11. Condition of Premises. Tenant acknowledges that he/she has examined the Leased Premises, including all appliances and equipment therein, the Building and common areas (the "Grounds"). By signing this Lease, Tenant agrees that they are, on the date of this Lease, in good order, repair and in a safe, clean, and tenantable condition, unless otherwise noted on the Report (Exhibit B), which Report shall be deemed correct unless Tenant objects thereto in writing within five days after receipt thereof. Tenant also acknowledges that Landlord has made no promises to alter, repair, or improve the Leased Premises, except as noted in the Report. In the Report, Landlord shall disclose whether there is any visible evidence of mold in areas readily accessible within the interior of the dwelling unit. If the Report states that there is no visible evidence of mold in the dwelling unit, this written statement shall be deemed correct unless Tenant objects thereto in writing within five days after receiving the Report. If the Report states that there is visible evidence of mold in the dwelling unit, Tenant shall have the option to terminate the tenancy and not take possession or remain in possession of the dwelling unit. If Tenant requests to take possession, or remain in possession, of the dwelling unit, notwithstanding the presence of visible evidence of mold, Landlord shall promptly remediate the mold condition but in no event later than five business days thereafter and re-inspect the dwelling unit to confirm there is no visible evidence of mold in the dwelling unit and reflect on a new Report that there is no visible evidence of mold in the dwelling unit upon re-inspection. Landlord will inspect the unit at least once a year to check for needed maintenance, tenant housekeeping, and other Lease compliance issues. Landlord will inspect the unit at the time Tenant vacates the unit and shall give Tenant a written statement of the charges, if any, for which Tenant is responsible, in accordance with Paragraph 7 and applicable law. Tenant or representative may join in the move-out inspection, unless Tenant vacates without notice to Landlord.

12. Alterations and Improvements. Tenant shall make no alterations to the Leased Premises, Building, or Grounds without the prior written consent of Landlord. Any alterations, changes, or improvements built, constructed, planted, or placed anywhere in or on the Leased Premises, Building or Grounds by Tenant, with the exception of fixtures removable without damage to the Leased Premises and movable personal property, shall, unless otherwise provided by a written agreement between the parties, be the property of Landlord and remain on the Leased Premises after expiration or termination of this Lease. Landlord reserves the right to alter, move, remove, or cut any improvement Tenant makes to or on the Leased Premises, Building, or Grounds including, without limitation, trimming, cutting, pruning, and removing flowers, shrubs and trees.

Tenant shall not install additional locks or gates on any door or window without Landlord's prior written consent. If Landlord permits Tenant to install new locks, Tenant shall provide Landlord with a key for each lock. Upon expiration or termination of this Lease, Tenant shall provide Landlord with all keys. Landlord may charge Tenant for unreturned keys.

Landlord shall provide reasonable accommodations to Tenant's disabilities (if any), including making changes to rules, policies, or procedures, and making and paying for structural alterations to a unit or common areas provided, however, that Landlord shall not provide accommodations that constitute a fundamental alteration to Landlord's program or which would pose a substantial financial and administrative hardship. Landlord may, however, permit Tenant to make alterations to the Leased Premises to accommodate Tenant's disabilities (other

than alterations required of Landlord). Landlord may require that Tenant restore the interior of the Leased Premises to their pre-Lease condition upon termination of this Lease.

13. Damage to Premises. If the Leased Premises are partially damaged by fire or other casualty or the Building is so damaged such that the Leased Premises are not habitable, then Landlord may repair or rebuild, or terminate the Lease. If Landlord rebuilds or repairs, rent shall abate during the period of repair.

Tenant shall give Landlord prompt written notice of any defects in or damage to the Leased Premises, and any equipment, appliances or fixtures attached to the Leased Premises. In the event that further damage occurs between the time Tenant discovers a defect and the time that Tenant notifies Landlord of such defect, Tenant shall pay the cost to repair such damage, unless such damage would not have been avoided had Tenant promptly notified Landlord of the defect.

Whenever damage is caused by carelessness, misuse, or neglect on the part of the Tenant, Tenant's family members or visitors, Tenant shall pay:

A. the cost of all repairs within fourteen (14) days after receipt of written notice including an invoice or statement for the repair charges from Landlord; and

B. Contract or Tenant Rent for the period the Leased Premises are damaged, whether or not the Leased Premises are habitable. Tenant understands that HUD will not make Tenant Assistance Payments for any period during which the Leased Premises are not habitable. For any such period the Leased Premises are not habitable, Tenant shall pay the Contract Rent rather than the Tenant Rent shown in Paragraph 4 of this Lease without the 30-day notice otherwise required under Paragraph 5.

14. Maintenance and Repair.

A. *By Tenant.* Tenant shall keep and maintain the Leased Premises in good and sanitary condition during the term of the Lease. In particular, Tenant shall:

1. keep the Leased Premises in a clean and safe condition;
2. use all appliances, fixtures, and equipment in a safe manner and only for the purposes for which they are intended;
3. use only in a reasonable manner all electrical, sanitary, heating ventilation, air-conditioning, and/or other facilities and appurtenances, including elevators;
4. take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises;
5. avoid obstructing sidewalks, areaways, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the premises;
6. remove from the premises any vehicles without valid registration and inspection stickers and refrain from parking any vehicles in unauthorized locations;

7. keep the Leased Premises remises free from insects and pests, as those terms are defined in Virginia Code § 3.2-3900, and to promptly notify Landlord of the existence of any insects or pests;

8. not litter in the Building or on the Grounds;

9. not destroy, deface, damage, or remove any part of the Leased Premises, Building, or Grounds;

10. give Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment, or any other part of the Leased Premises or related facilities; and

11. remove garbage and other waste from the Leased Premises in a clean and safe manner and dispose of properly;

12. use reasonable efforts to maintain the Leased Premises in such a condition as to prevent accumulation of moisture and the growth of mold, and to promptly notify Landlord of any moisture accumulation that occurs or of any visible evidence of mold discovered by Tenant;

13. pay reasonable charges (other than wear or tear) for the repair of damages to the Leased Premises, Grounds, or Building caused by Tenant, a member of Tenant's household, or a guest;

14. act, and cause household members and/or guests to act, in a manner that will not disturb other residents' peaceful enjoyment of their units, the Grounds, Common Areas, or Building and will be conducive to maintaining the Grounds, Common Areas, or Building in a decent, safe, and sanitary condition;

15. assure that Tenant and no member of Tenant's household engages in an abuse or pattern of abuse of alcohol that effects the health, safety, or right of peaceful enjoyment of the Grounds, Common Areas, or Building by other residents;

16. assure that Tenant, any member of Tenant's household, guest, or other person under Tenant's control does not engage in:

A. criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Building or Grounds by other residents (including property management staff residing on the premises); or

B. drug-related criminal activity on or off the premises.

17. comply with any and all obligations imposed upon tenants under Landlord's handbooks and rules and by applicable federal, state, and local law;

18. not assign the Lease or sublease the Leased Premises;

19. not provide accommodations for boarders or lodgers; and

20. use the Leased Premises solely as a private dwelling for Tenant and Tenant's household as identified in this Lease, and not use or permit its use for any other purpose.

B. By Landlord. Landlord shall provide general maintenance to the Leased Premises, the Building and the Grounds. In particular, Landlord shall:

1. regularly clean the Building and Grounds;
2. maintain the Leased Premises, Building, Common Areas, and Grounds in a decent, safe, and sanitary condition;
3. provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of ashes, garbage, trash, rubbish, and other waste removed from the Leased Premises by Tenant in accordance with Paragraph 14A, and arrange for collection and removal of trash and garbage;
4. maintain all equipment and appliances in safe working order and condition, including all electrical, plumbing, and other facilities and appliances, including elevators, supplied by or required to be supplied by Landlord;
5. make necessary repairs to the Leased Premises, Building, and Grounds with reasonable promptness;
6. maintain exterior lighting in good working order;
7. provide extermination services, as necessary;
8. comply with the requirements of applicable building and housing codes and HUD regulations materially affecting health and safety;
9. provide running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year, except where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection; and
10. notify Tenant of the specific grounds for any proposed adverse action by Landlord, including without limitation, proposed lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair or for excess consumption of utilities.

15. Access. Landlord reserves the right to enter the Leased Premises at all reasonable times for the purpose of making inspections, performing maintenance, making repairs, decorations, alterations, or improvements or to supply necessary or agreed services; to exhibit the Leased Premises to prospective residents or others after Tenant has given notice of termination according to Paragraph 3; and for any other purpose whatsoever related to the safety, protection, preservation, or improvement of the Leased Premises, the Building, or the Grounds, as permitted by law. Landlord shall provide a written statement specifying the purpose of the entry delivered to Tenant at least 48 hours' prior to such entry, except in the case of emergencies or where the giving of notice is impracticable or impossible. If Tenant and all adult members of the household

are absent from the unit at the time of entry, Landlord shall leave in the unit a written statement specifying the date, time, and purpose of entry prior to leaving the unit.

16. Surrender of Premises. Upon expiration or termination of this Lease, Tenant shall surrender the Leased Premises broom clean with all carpets professionally cleaned and in as good a state and condition as they were at the commencement of the Lease, reasonable use, wear, and damages by the elements excepted. Tenant shall surrender to Landlord all keys (if not returned Landlord may deduct from the deposit the cost of replacing keys or the locks).

At the time Tenant vacates the Leased Premises, Landlord shall inspect the Leased Premises and furnish Tenant with a written statement of any charges to be made in accordance with Paragraph 7. Landlord shall notify Tenant when the inspection will occur and shall permit Tenant or Tenant's representative to join in such inspection. Landlord need not notify Tenant of the inspection if Tenant vacates the Leased Premises without prior notice to Landlord or if Tenant fails to leave Landlord a new address.

Any personal property left on the Leased Premises after Tenant vacates shall be treated as abandoned property under Paragraph 22 of this Lease.

17. Holdover by Tenant. If Tenant remains in possession of the Leased Premises with the consent of Landlord after the termination of this Lease, a new tenancy from month to month shall be created between Tenant and Landlord. Such tenancy will be subject to all the terms and conditions of this Lease, but shall be terminable on thirty (30) days' written notice mailed or delivered by either party to the other. Tenant Rent for the new term may also be adjusted as provided herein.

18. Termination of Tenancy. Subject to the provisions of Paragraph 19 below, Landlord may terminate this Lease for the following reasons:

- A. Tenant's Material Non-Compliance (defined below) with the terms of this Lease;
- B. Tenant's material failure to fulfill its obligations under federal, state, or local law in connection with the occupancy or use of the Leased Premises, including, but not limited to the Virginia Residential Landlord and Tenant Act (Va. Code §§ 55-248.2 through 248.40) and/or violations of Harrisonburg City Code § 16-10-6 (noise ordinance), which shall not require an arrest or criminal conviction;
- C. drug related criminal activity, which shall not require an arrest or criminal conviction, engaged in, on, near, or off the Leased Premises, Building, or Grounds by Tenant, a member of Tenant's household, or a guest, and any such activity engaged in on the Leased Premises, Building, or Grounds by any other person under Tenant's control;
- D. Landlord determines that Tenant or a member of Tenant's household is using an illegal drug, which shall not require an arrest or criminal conviction;
- E. Landlord determines that a pattern of illegal drug use, which shall not require an arrest or criminal conviction, by Tenant, or a member of Tenant's household interferes with the health, safety, or right to peaceful enjoyment of the Building or Grounds by other residents;

F. criminal activity, which shall not require an arrest or criminal conviction, by Tenant, a member of Tenant's household, a guest or other person under Tenant's control:

1. that threatens the health, safety, or right to peaceful enjoyment of the Building or Grounds by other residents (including property management staff residing on the premises); or

2. that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the Building or Grounds;

G. 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;

H. Tenant is violating a condition of probation or parole under federal or state law;

I. Landlord determines that alcohol abuse or a pattern of alcohol abuse, which shall not require an arrest or criminal conviction, by Tenant or a member of Tenant's household threatens the health, safety, or right to peaceful enjoyment of the Building by other residents;

J. Landlord determines that Tenant, a member of Tenant's household, a guest or other person under Tenant's control has engaged in criminal activity, regardless of whether Tenant, a member of Tenant's household, a guest or other person under Tenant's control has been arrested or convicted for such activity;

K. Other good cause, which includes, without limitation, Tenant's refusal to accept changes to this Lease as provided in Paragraph 32, provided, terminations for "other good cause" shall only be effective at the end of the initial or any successive term, unless Landlord is terminating the tenancy because of something the Tenant or a member of the Tenant's household did or failed to do; and

As used herein, "Material Non-Compliance" includes, without limitation:

1. one or more substantial violations of the Lease;

2. repeated minor violations of the Lease that (a) disrupt the livability of the Building; (b) adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment to the Leased Premises, Building or Grounds, (c) interfere with the management of the Building, or (d) have an adverse financial effect on the Building;

3. failure of Tenant to timely supply all required information on the income, composition, or eligibility factors of Tenant's household (including, but not limited to, failure to meet the disclosure and verification requirements for Social Security Numbers or failure to sign and submit consent forms for the obtaining of wage and claim information from state wage information collection agencies), discovery of after admission of facts that make Tenant ineligible, or

discovery of material false statements or fraud by Tenant in connection with the application for assistance or with reexamination of income;

4. Repeated late payment, which shall be defined as failure to pay rent or other charges due by the 5th of the month. Four (4) such late payments within a 12-month period shall constitute a repeated late payment; and

5. Non-payment of Tenant Rent or any other financial obligation due under the Lease after the 14 day notice provided in Paragraph 20 below.

If Landlord accepts Tenant Rent payments with knowledge of Tenant's Material Non-Compliance, such acceptance shall constitute a waiver of Landlord's right to terminate this Lease for such non-compliance unless Landlord accepts such rent with a reservation and sends a written notice to Tenant within five (5) days after receipt of the Tenant Rent that the acceptance of the Tenant Rent does not waive any default or other remedies that Landlord may have under this Lease. Acceptance of Tenant Rent without reservation shall not be deemed a waiver of future Material Non-Compliance.

If Landlord evicts Tenant or a member of Tenant's household, Landlord shall notify the local post office serving the Leased Premises that Tenant or the member of Tenant's household is no longer residing at the Leased Premises.

19. Protections for Victims of Abuse. Notwithstanding the provisions in Paragraph 18 above:

A. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of this Lease by the victim or threatened victim of the domestic violence, dating violence, or stalking or as other "good cause" for termination of the Tenant Assistance Payment, tenancy, occupancy rights of, or assistance to such a victim or threatened victim.

B. Criminal activity directly relating to abuse, engaged in by a member of a Tenant's household or any guest or other person under Tenant's control, shall not be cause for termination of the Tenant Assistance Payment, tenancy, or occupancy rights if Tenant or an immediate member of Tenant's family is the victim or threatened victim of domestic violence, dating violence, or stalking.

C. Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any federal, state or local law to the contrary, Landlord may "bifurcate" this Lease, or otherwise remove a household member from the Lease, without regard to whether a household member is a signatory to the Lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by federal, state, and local law for the termination of leases.

D. Nothing in this section may be construed to limit the authority of Landlord, when notified, to honor court orders addressing rights of access or control of the Leased Premises, Building, or Grounds, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.

E. Nothing in this section limits any otherwise available authority of Landlord to evict or terminate assistance to Tenant for any violation of this Lease not premised on the act or acts of violence in question against Tenant or a member of Tenant's household, provided that Landlord shall not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.

F. Nothing in this section shall be construed to limit the authority of Landlord to evict or terminate assistance to any tenant if Landlord can demonstrate an actual and imminent threat to other tenants of the Building or those employed at or providing service to the Building or Grounds if Tenant is not evicted or terminated from assistance.

G. If Tenant is a victim of (i) family abuse as defined by Va. Code § 16.1-228, (ii) sexual abuse as defined by § 18.2-67.10, or (iii) other criminal sexual assault under Article 7 (§ 18.2-61 et seq.) of Chapter 4 of Title 18.2, Tenant may terminate his/her obligations under this Lease under the following circumstances:

1. The victim has obtained an order of protection pursuant to Va. Code § 16.1-279.1 and has given written notice of termination in accordance with this subsection during the period of the protective order or any extension thereof; or

2. A court has entered an order convicting a perpetrator of any crime of sexual assault under Article 7 (§ 18.2-61 et seq.) of Chapter 4 of Title 18.2, sexual abuse as defined by § 18.2-67.10, or family abuse as defined by § 16.1-228 against the victim and the victim gives written notice of termination in accordance with this subsection.

If Tenant qualifies to terminate his/her obligations under this Lease pursuant to this subsection, he/she shall do so by serving on Landlord a written notice of termination to be effective on a date stated therein, such date to be not less than 30 days after the first date on which the next rental payment is due and payable after the date on which the written notice is given. When Tenant serves the termination notice on Landlord, Tenant shall also provide Landlord with a copy of (i) the order of protection issued or (ii) the conviction order.

The victim's obligations as a tenant shall continue through the effective date of the termination as provided in the written notice. Any co-tenants on the Lease with the victim shall remain responsible for the Tenant Rent for the balance of the term of the Lease. If the perpetrator is the remaining sole tenant obligated on the Lease, Landlord may terminate the Lease and collect actual damages for such termination against the perpetrator pursuant to Va. Code § 55-248.35.

Nothing in this section shall be construed to supersede any provision of any federal, state, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

Tenant has read and agrees to abide by the terms of Landlord's Protections for Victims of Abuse Policy set forth in Exhibit I attached to and made part of this Lease.

20. Notice of Termination.

A. If Landlord intends to terminate this Lease, Landlord shall give the Tenant written notice. If Landlord is terminating this Lease for "other good cause," the termination notice must be delivered or mailed to Tenant as provided in Paragraph 29 at least 30 days before the effective date of the termination. All termination notices must:

1. specify the effective date of termination;
2. state the grounds for termination with enough detail for the Tenant to prepare a defense;
3. if applicable, advise Tenant that he/she has 10 days within which to request an informal settlement to discuss the proposed termination of tenancy with Landlord. The 10-day period will begin on the earlier of the date the notice is hand-delivered to the Leased Premises or the day after the date the notice is mailed. Tenant can request the informal settlement discussion orally or in writing within the 10-day period. If Tenant requests the meeting, Landlord shall discuss the proposed termination with Tenant. If the Tenant is dissatisfied with the settlement arrived at in the informal discussion, the Tenant must submit a written request for a formal hearing to the Authority no later than ten (10) days after the summary of the informal settlement hearing is received pursuant to Landlord's Grievance Procedure. See Exhibit D. Under certain circumstances, Landlord is not required to provide grievance to Tenant. If Landlord decides to exclude such matter from the grievance procedure, the termination notice shall state: i) Tenant is not entitled to a grievance hearing on the termination; ii) the judicial eviction procedure provides for the opportunity for a hearing in court that contains basic elements of due process; and iii) whether the eviction is for a criminal activity that threatens the health, welfare, or safety of residents or staff or for drug-related criminal activity.
4. advise Tenant of his/her right to defend the action in court;
5. advise Tenant of his/her right to examine Landlord documents directly relevant to the termination or eviction; and
6. provide on the first page, in type no smaller or less legible than that otherwise used in the body of the notice, the name, address, and telephone number of the legal services program or programs serving the City of Harrisonburg - Rockingham County area.

B. If termination is based on Tenant's failure to pay Tenant Rent (or Contract Rent if required) when due, the notice shall inform Tenant that the Lease will be terminated fourteen (14) days after receipt by Tenant unless Tenant pays all rent and other charges owed no later than the fourteenth (14th) date.

C. If termination is based on Material Non-Compliance with the Lease other than payment of rent, the notice shall specify Tenant's acts or omissions constituting the breach and inform Tenant that the Lease will be terminated thirty (30) days after Tenant's receipt of the notice unless the breach is remedied within twenty-one (21) days after receipt of the notice. If Tenant's breach cannot be remedied, the notice shall inform Tenant that the Lease will be terminated thirty (30) days after receipt. Additionally, if Tenant intentionally commits a breach of a like nature as a breach for which Tenant previously received a notice and which Tenant remedied, the notice shall inform Tenant that the Lease will be terminated thirty (30) days after receipt. A conviction for a violation of Harrisonburg City Code § 16-10-6 within one year of a prior conviction for a violation of § 16-10-6 shall be deemed a breach of a like nature as a previously remedied breach.

D. If termination is based on criminal or willful acts (including drug and alcohol related conduct identified above) which are not remediable and which pose a threat to anyone's health or safety, Landlord may terminate this Lease immediately. Landlord shall immediately terminate the tenancy if it determines Tenant, a member of Tenant's household, a guest or other person under Tenant's control has been convicted of drug-related activity for manufacture or production of methamphetamine on the Leased Premises or the premises of any federally assisted housing.

E. If legal action is initiated to evict Tenant, Landlord shall rely only upon those grounds cited in the termination notice.

21. Landlord's Remedies. Upon expiration or termination of this Lease, Landlord may re-enter the Leased Premises and remove all persons. Tenant shall pay to Landlord the following amounts:

A. All past-due rent and other charges owed;

B. The Contract Rent accruing through the end of the original term or until the Leased Premises are leased to a new tenant, provided that Landlord shall minimize such damages by making reasonable efforts to enter into a new lease as soon as practical.

C. All expenses that Landlord incurs for cleaning, painting, and repairing damages to the Leased Premises by Tenant during the term or Tenant's failure to leave the Leased Premises clean and in good condition at the end of the term, reasonable wear and tear excepted;

D. Any and all court costs and attorneys' fees incurred by Landlord, as provided for under the Virginia Code, § 55-248.2 *et seq.*, as amended from time to time, should Landlord prevail.

22. Abandonment. If Tenant abandons the Leased Premises, Landlord may terminate the Lease effective on the date of abandonment. Landlord may enter the Leased

Premises by any means without being liable for prosecution and without becoming liable for damages or payment of any amount and may, at Landlord's discretion, relet the Leased Premises for the whole or any part of the unexpired term and receive and collect all rent payable by virtue of such reletting and again, at Landlord's option, hold Tenant liable for any difference between the Contract Rent that would have been payable under this Lease during the balance of the unexpired term if the Lease had continued in force.

If Tenant will be absent from the Leased Premises for more than seven (7) consecutive days, Tenant shall give prior written notice of such absence to Landlord. If Tenant fails to give such notice, Landlord may recover any damages resulting from Tenant's failure to provide notice. Landlord may enter the Leased Premises during any absence of Tenant for more than seven (7) days, whether or not Tenant provides notice of absence, as reasonably necessary to protect Landlord's possessions and property.

Tenant must remove all personal property from the unit when Tenant leaves the tenancy and/or surrenders the unit and when the Lease is terminated. If Tenant abandons the Leased Premises, Landlord may consider any personal property left on the Leased Premises to have likewise been abandoned, and, within 24 hours after termination, Landlord may dispose of such personal property in any manner it deems proper in accordance with the law, without any liability to Tenant for doing so. If Landlord sells the property, funds received shall be applied against any amounts owed to Landlord by Tenant including costs of storage and sale of the property. Any remaining funds shall be treated as a security deposit under Paragraph 7.

In the event Tenant vacates the Leased Premises with or without notice to Landlord, leaving in the unit or on the Leased Premises, personal property of any nature or description, Landlord shall not be responsible for such property, and Landlord may consider such property to be abandoned and may dispose of such property in accordance with this paragraph.

23. Grievance Procedures. All disputes concerning the obligations of Tenant and/or Landlord shall be resolved in accordance with the Grievance Procedures attached hereto and incorporated herein (See Exhibit F), except situations concerning any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees; any violent or drug-related criminal activity on or off the premises; or any criminal activity that resulted in felony conviction of a household member, when, prior to eviction, Tenant is given a hearing in Court containing the elements of due process.

24. Redetermination of Rent, Dwelling Size and Eligibility.

A. *Annual Redetermination.* Once per year, or as otherwise required by Landlord, Tenant shall furnish a signed statement and certification containing accurate information regarding family composition, income, employment, and any other information required by HUD for use by Landlord to determine Tenant Rent, dwelling size and Tenant Assistance Payment, if any. Landlord shall give Tenant reasonable notice of what actions Tenant must take and of the date by which any such action must be taken for compliance under this section. All information must be verified. Tenant agrees to comply with Landlord's requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. The redetermination of rent and proper dwelling

size will be made in accordance with Landlord's policies and schedules governing occupancy standards, income limits and determination of rents, all of which are maintained in the Management Office of the Building and available there for examination by Tenant during Landlord's normal business hours.

If Tenant fails or refuses to report the information specified above within the time period required by Landlord or knowingly provides incomplete or inaccurate information, Landlord may impose either or both of the following penalties:

1. Landlord may require Tenant to pay the full HUD-approved Contract Rent.
2. Landlord may impose any increase in Tenant Rent resulting from the redetermination process without providing the 30-day notice otherwise required by Paragraph 5 of this Lease.

When the Landlord redetermines the amount of rent payable by Tenant, or determines that Tenant must transfer to another unit based on family composition, Landlord will notify Tenant that Tenant has the right to request an explanation stating the specific grounds of the determination. If Tenant requests a meeting with Landlord to discuss a change in Tenant Rent or the Tenant Assistance Payment resulting from the redetermination process, Landlord shall meet with Tenant and discuss how Tenant Rent and the Tenant Assistance Payment were calculated. If Tenant does not agree with the determination after explanation, Tenant shall have the right to request a hearing under the Grievance Procedure. See Exhibit E.

Monthly Tenant Rent as adjusted in accordance with this sub-paragraph A, shall remain in effect until the next regular redetermination, except as provided in sub-paragraph B below.

B. *Interim Redetermination.*

1. Tenant shall notify Landlord of any of the following changes within 10 calendar days after its occurrence:
 - a. any household member moves from the Leased Premises;
 - b. an adult member of the household previously reported unemployed obtains employment; or
 - c. the cumulative household income increases by \$200 or more per month.
2. Tenant may report any decrease in income or any change in other factors considered in calculating the Tenant Rent. Unless Landlord has confirmation that the decrease in income or change in other factors will last less than one (1) month, Landlord shall verify the information and make the appropriate reduction in Tenant Rent. However, if Tenant's income will be partially or fully restored within two (2) months, Landlord may delay the certification process until the new income is known, but any Tenant Rent reduction shall be retroactive and Landlord may not evict Tenant for nonpayment of Tenant Rent due during the period of the reported decrease and the completion of the certification process.

3. Except as provided below, Landlord shall provide Tenant 30 days' written notice of any increase in Tenant Rent based on interim changes. The increase in Tenant Rent shall be effective on the first (1st) day of the first (1st) month following the 30-day notice period. Decreases in Tenant Rent based on interim changes shall be effective on the first (1st) day of the first (1st) month after Tenant notifies Landlord of the change leading to the decrease.

4. If Tenant fails or refuses to timely report any interim change required above, Landlord may increase the Tenant Rent to the HUD-approved Contract Rent.

5. Tenant may request a meeting with Landlord to discuss any change in Tenant Rent or the Tenant Assistance Payment resulting from the interim redetermination process, in which case Landlord shall meet with Tenant and discuss how Tenant Rent and the Tenant Assistance Payment were calculated.

C. Removal of Subsidy. Tenant understands and acknowledges that the Tenant Assistance Payment may be terminated if:

1. Tenant fails or refuses to provide Landlord with the information or reports required in sub-paragraphs A or B above within ten (10) calendar days after receipt of Landlord's notice of intent to terminate the Tenant Assistance Payment (see below); or

2. The amount the Tenant would be required to pay toward rent and utilities under HUD rules and regulations equals the Family Gross Rent shown on Exhibit A.

Termination of the Tenant Assistance Payment means that Landlord may make the assistance available to another tenant and the Tenant Rent in this Lease will be recomputed. If the Tenant Assistance Payment is terminated under sub-paragraph C.1 above, Tenant shall pay the HUD-approved Contract Rent for the Leased Premises.

Landlord shall give Tenant written notice of the proposed termination of the Tenant Assistance Payment. The notice will advise Tenant that, during the ten (10) calendar days following the date of the notice, Tenant may request to meet with Landlord to discuss the proposed termination, in which case, Landlord shall meet with Tenant.

Termination of the Tenant Assistance Payment shall not affect Tenant's other rights under this Lease, including Tenant's right to occupy the Leased Premises. Tenant Assistance Payments may subsequently be reinstated if Tenant submits the information required in sub-paragraphs A or B above, Landlord determines Tenant is eligible for a Tenant Assistance Payment, and funds for a Tenant Assistance Payment are available.

25. Tenant Obligation to Repay. If Tenant submits false information on any application, certification or request for interim adjustment or does not report interim changes as required by Paragraph 24 of this Lease, and as a result, is charged a Tenant Rent less than the amount required by HUD's rent formulas, Tenant shall reimburse Landlord for the difference between the Tenant Rent that Tenant should have paid and the amount that Tenant actually paid. Tenant is not required to reimburse Landlord for undercharges caused solely by Landlord's failure to follow HUD's procedures for computing rent or assistance payments.

26. **Size of Dwelling.** Tenant understands and acknowledges that HUD requires Landlord to assign units according to the size of the household and the age and sex of the household members. If Tenant is or becomes eligible for a different size unit and the required size unit becomes available, Tenant shall:

a. move within 30 days after Landlord notifies Tenant that a unit of the required size is available within the Building; or

b. remain in the Leased Premises and pay the HUD-approved Contract Rent.

27. **Penalties for Submitting False Information.** Knowingly giving Landlord false information regarding income or other factors considered in determining Tenant's eligibility and Tenant Rent could subject Tenant to penalties under federal law. Those penalties include fines up to \$10,000 and imprisonment for up to five (5) years.

28. **Exhibits to the Lease.** Tenant certifies that he/she has received a copy of this Lease and the following Exhibits to this Lease and understands that these Exhibits are part of this Lease:

- Exhibit A Certification and Recertification of Tenant Eligibility
- Exhibit B Move-In Inspection Report
- Exhibit C Pet Rules (if checked)
- Exhibit D Acknowledgement of receipt of Resident's Handbook
- Exhibit E Live-In Aide Addendum (if checked)
- Exhibit F Grievance Procedure
- Exhibit G Bed Bug Addendum
- Exhibit H No Smoking Policy
- Exhibit I Protection for Victims of Abuse Policy

29. **Notices.** Landlord shall notify Tenant of the specific grounds for any proposed adverse action, including, but not limited to, lease termination, transfer of Tenant to another unit, imposition of charges for maintenance and repair, or for excess consumption of utilities. All notices, requests or other communications required to be given or made under this Lease shall be as follows:

Notices to Tenant shall be in writing and delivered to Tenant or to an adult member of Tenant's household residing on the Leased Premises or sent by prepaid first-class mail properly addressed to Tenant at the address identified in Paragraph 1 of this Lease.

Notices to Landlord shall be in writing, delivered to the Management Office, to Landlord's central office at 286 Kelley Street, Harrisonburg, Virginia or sent by prepaid first-class mail properly addressed to:

Harrisonburg Redevelopment and Housing Authority
P.O. Box 1071
Harrisonburg, VA 22803

The emergency telephone number for Tenant to use in case of maintenance problem in the unit in need of immediate resolution outside of normal working hours is (540) 432-3921.

30. Discrimination Prohibited. Landlord shall not discriminate based upon race, color, religion, creed, national origin, sex, gender, age, familial status, or disability.

31. Smoke-Free Complex. Tenant agrees and acknowledges that the Leased Premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or in the Building where Tenant's dwelling is located, or in any of the common areas or adjoining grounds of the Building or other parts of the rental community. Tenant shall not permit any guests or visitors under control of Tenant to do so. As such, smoking is not permitted anywhere on the premises, including, but not limited to: Any dwelling unit, including, but not limited to, bedrooms, hallways, kitchens, bathroom, patios, balconies, unit entryway areas, and leased exterior spaces; or in the common areas of any Landlord building, community, common area, or facility. Tenant has read and agrees to abide by the terms of Landlord's No Smoking Policy set forth in Exhibit H attached to this Lease.

32. Contents of this Agreement. This Lease and Exhibits hereto make up the entire agreement between Landlord and Tenant regarding the Leased Premises. If any provision is declared invalid or illegal by a court of competent jurisdiction, all other terms of this Lease will remain in full effect and Landlord and the Tenant will continue to be bound by them. Landlord may, with the prior approval of HUD, change the terms and conditions of this Lease. Any changes will become effective only at the end of the initial term or a successive term. Landlord shall notify Tenant of any changes and offer Tenant a new Lease or an Amendment to this Lease. Tenant must receive the notice and offer at least thirty (30) days before the proposed effective date of the changes. Tenant may accept the changed terms and conditions by signing the new Lease or Amendment and returning it to Landlord. Tenant may reject the changed terms and conditions by giving Landlord written notice that he/she intends to terminate the tenancy. Tenant must give such notice at least thirty (30) days before the proposed change will go into effect. Tenant's failure to accept the amended lease may constitute Material Non-Compliance under Paragraph 18.

33. Binding Effect. The provisions of this Lease shall apply to and bind the heirs, legal representatives, successors and assigns of the parties, and all covenants are to be construed as conditions of lease.

34. Non-Waiver. Except as provided in Paragraph 18, neither Landlord's nor Tenant's failure to insist upon strict performance of any covenant of this Lease shall be deemed a waiver or relinquishment for the future of such covenant, right or option, but the same shall remain in full force and effect.

35. Liability. Landlord shall have no obligation to ensure Tenant's personal safety or property. Neither Landlord nor its agents, representative, employees, officers, directors, or affiliates will be liable to Tenant, his/her household members, guests, or anyone under Tenant's

control for any injury, damage, or loss to person or property caused by any conduct, criminal or otherwise, of another person, nor for Tenant's personal conflict with other tenants or Landlord. Landlord shall have no liability to Tenant, his/her household members, guests, or anyone under Tenant's control for personal injury or damage or loss of personal property from, among other things, burglary, theft, vandalism, fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosion, or surges or interruption of utilities. Tenant is urged to obtain insurance to protect against all such losses.

36. Automatic Termination. The Lease will terminate automatically, if the Section 8 Housing Assistance Contract between Landlord and HUD terminates for any reason.

37. Tenant's Rights to Organize. Landlord agrees to allow Tenant and tenant organizers to conduct on the Grounds or Leased Premises the activities related to the establishment or operation of a tenant organization set out in accordance with HUD requirements, so long as the Tenant and tenant organizers abide by any and all terms and provisions of this Lease.

TENANT AGREES THAT ALL OF THE PROVISIONS, EXHIBITS, AND ADDENDA OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN.

WITNESS the following signatures and seals.

**Harrisonburg Redevelopment
and Housing Authority**

By: _____

Its: _____

"LANDLORD"

(SEAL)

(SEAL)

Print Name

Print Name

"TENANT"

EXHIBIT A

Certification and Recertification of Tenant Eligibility

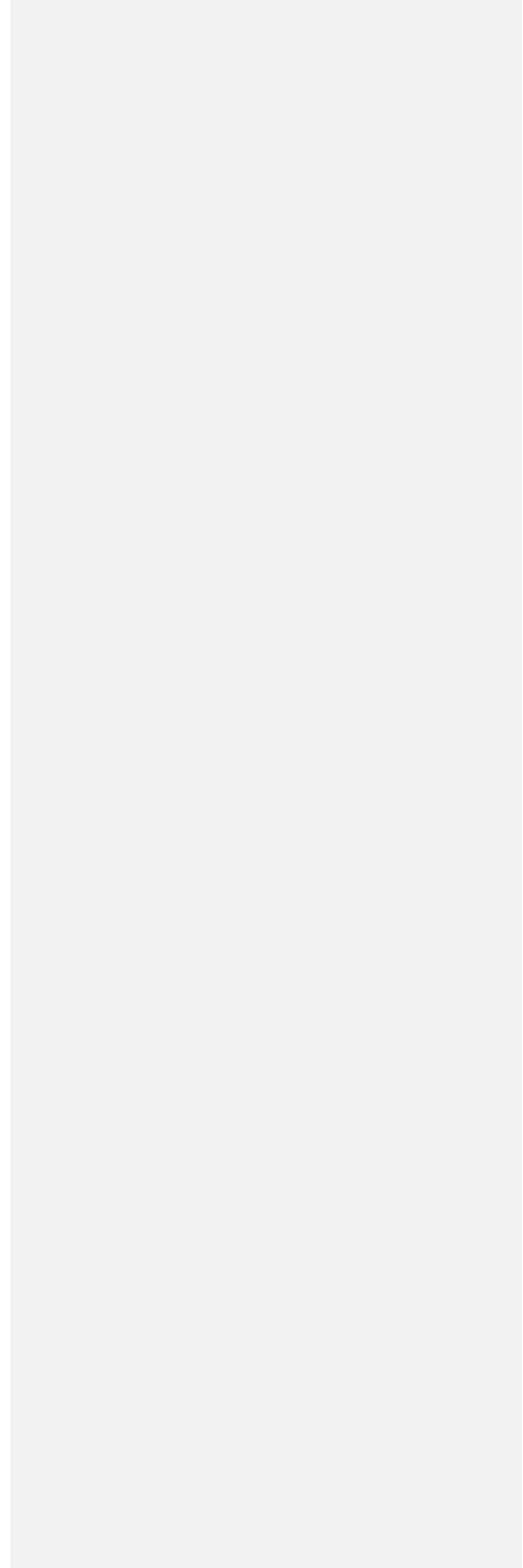


EXHIBIT B

Move-In/Move-Out Inspection Report

(signed by both Tenant and Landlord)

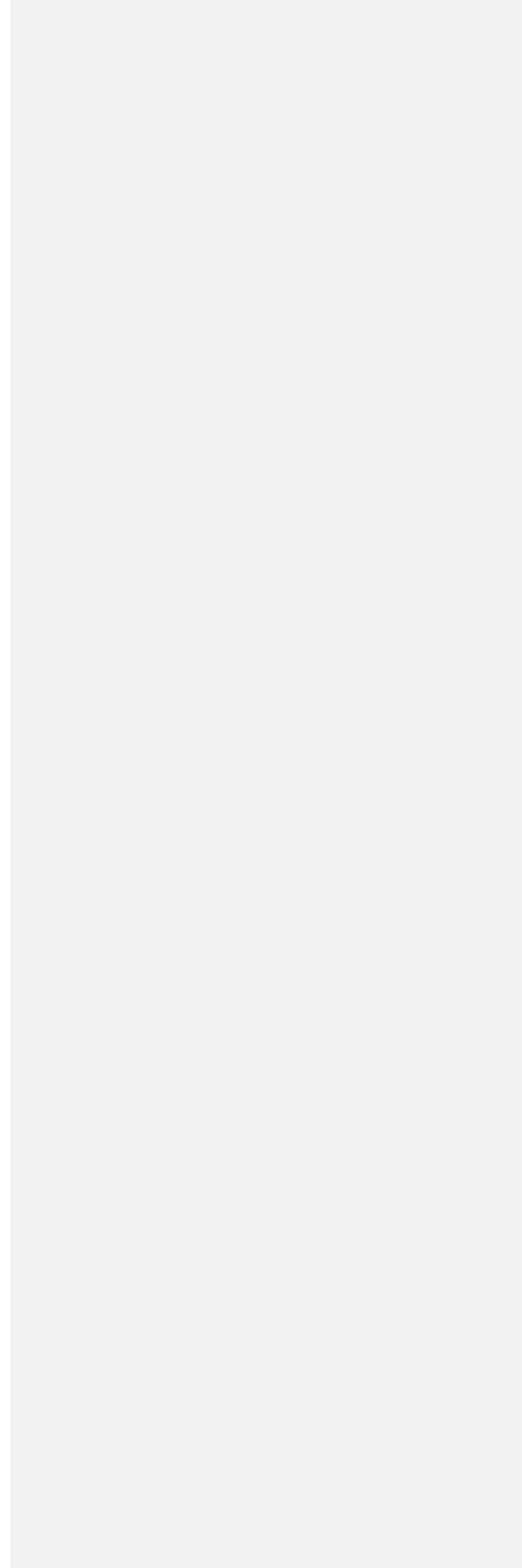


EXHIBIT C

Pet Rules

(if applicable)

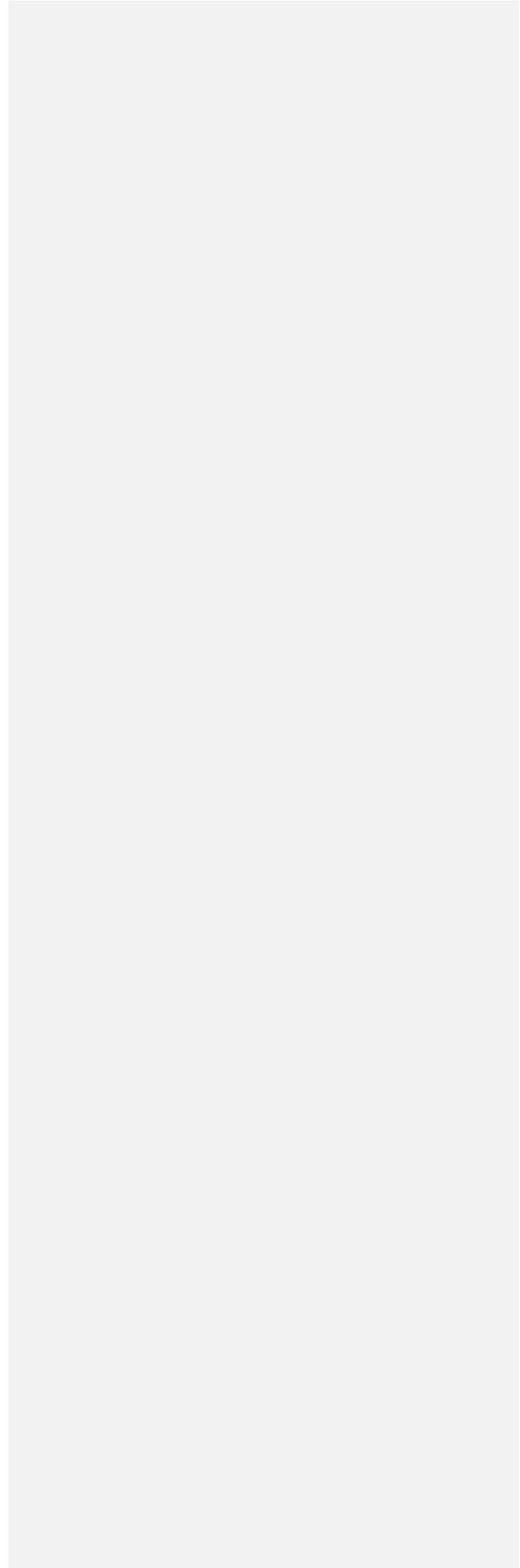


EXHIBIT D

Acknowledgement of Receipt of Resident's Handbook

I/we, _____, "Tenant," acknowledge that I/we have received and read a copy of the Resident's Handbook for J.R. "Polly" Lineweaver Apartments. I/we further acknowledge the Handbook is part of my/our Lease with Harrisonburg Redevelopment and Housing Authority, and that I/we understand and will abide by all of the rules and policies in the Handbook.

(SEAL)

(SEAL)

Print Name

Print Name

Tenant(s)

EXHIBIT E

Live-In Aide Addendum

(if applicable)

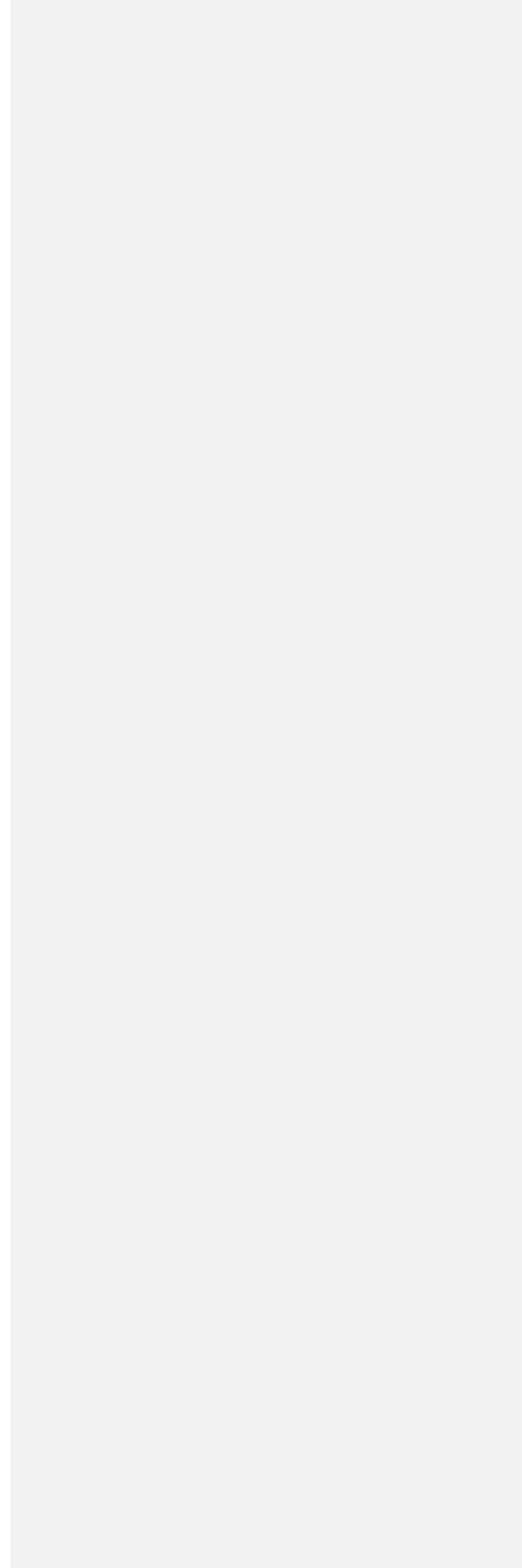


EXHIBIT F

Acknowledgement of Receipt of Grievance Procedure

The undersigned, "Tenant," acknowledge that I/we have received a copy of the Grievance Procedure. I/we further acknowledge the Grievance Procedure is part of my/our Lease with Harrisonburg Redevelopment and Housing Authority ("Landlord"). Landlord reserves the right to amend the Grievance Procedure at any time with or without notice, as applicable, unless otherwise provided by law.

_____(SEAL)

_____(SEAL)

Print Name

Print Name

Tenant(s)

EXHIBIT G

Beg Bug Policy

Generally. HRHA has a comprehensive pest management program for all its residential units. This program includes an education program for tenants, monthly inspections of units, preventive treatment, and treatment of infested units. Tenants are required to participate in educational activities and comply with treatment requirements.

All Pests Except Bedbugs. If an infestation is identified or reported, HRHA will determine the validity of the infestation and schedule the unit for the appropriate treatment. HRHA will be responsible for the preventive and treatment costs subject to reimbursement by tenant if applicable. Tenant will be charged for the cost of treatment if such treatment is required due to the tenant's behaviors, such as, but not limited to, bringing infected items into their unit, not cleaning or maintaining unit to cleanliness levels, not complying with HRHA pest policy, etc. Any unit treated for infestation requires the tenant to complete pre-treatment activities. If a tenant does not comply with the pre-treatment requirements, they will be charged a \$250.00 fee.

Bedbugs.

a. If a bedbug infestation is reported, HRHA will contact the tenant within 24 hours, if possible, and provide the tenant with information about control and prevention of bedbugs and discuss measures the tenant may be able to take in the unit before the inspection is performed.

b. HRHA will attempt to schedule an inspection by a qualified inspector within three calendar days to determine if bedbugs are present. The inspection should cover the unit reporting the infestation and no less than surrounding units consisting of the units above, below, left and right. If a reputable, licensed pest control company is unattainable within three calendar days, HRHA shall document the efforts to obtain qualified services.

c. If a bedbug infestation is suspected but cannot be verified using the methods described above, HRHA will re-inspect the unit(s) periodically over the next several months.

d. When a bedbug infestation is identified, the unit and surrounding units should be treated for bedbugs according to the pest management program. Effective treatment may require two to three visits, and possibly more. The length, method and extent of the treatment will depend on the severity and complexity of the infestation, and the level of cooperation of the tenants.

e. Tenants are expected to cooperate with the treatment efforts by allowing for heat treatment of clothing and furniture and refraining from placement of infested furniture or other items in units and common areas such as lobbies, common areas and hallways.

f. HRHA will be responsible for inspection and treatment costs for bedbugs.

g. The tenant will not be reimbursed the cost of any additional expense to the household, such as purchase of new furniture, clothing or cleaning services.

Tenant acknowledges that he/she has inspected the Leased Premises and is aware of no bedbug infestation. Tenant claims that all furnishings and personal properties that will be moved into the Leased Premises are free of bedbugs. Tenant hereby agrees to prevent and control possible infestation by adhering to the below list of responsibilities:

1. Check for hitch-hiking bedbugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and personal belongings for signs of bedbugs before re-entering your apartment. Check backpacks, shoes, and clothing after using public transportation or visiting theaters. After guests visit, inspect beds, bedding, and upholstered furniture for signs of bedbug infestation.

2. Report any problems immediately to Landlord. Even a few bedbugs can rapidly multiply to create a major infestation that can spread to other units.

3. Cooperate with pest control efforts. If your unit or a neighbor's unit is infested, a pest management professional may be called in to eradicate the problem. Your unit must be properly prepared for treatment. Tenant must comply with recommendations and requests from the pest control specialist prior to professional treatment, including, but not limited to:

- Placing all bedding, drapes, curtains, and small rugs in bags for transport to laundry or dry cleaners.
- Heavily infested mattresses are not salvageable and must be sealed in plastic and disposed of properly.
- Empty dressers, night stands, and closets. Remove all items from floors; bag all clothing, shoes, boxes, toys, etc. Bag and tightly seal washable and non-washable items separately. Used bags must be disposed of properly.
- Vacuum all floors, including inside closets. Vacuum all furniture including inside drawers and nightstands. Vacuum mattresses and box springs. Carefully remove vacuum bags sealing them tightly in plastic and discarding of properly.
- Wash all machine-washable bedding, drapes, clothing, etc., on the hottest water temperature, and dry on the highest heat setting. Take other items to the dry cleaner making sure to inform the dry cleaner that the items are infested with bedbugs. **Discard any items that cannot be decontaminated.**
- Move furniture to the center of the room so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be careful to leave easy access to closets.

4. Tenant agrees to indemnify and hold Landlord harmless for any actions, claims, losses, damages and expenses, including, but not limited, to attorneys, fees that Landlord may incur as a result of the negligence and/or misfeasance of the Tenant(s) or any guest occupying or using the Leased Premises.

5. It is acknowledged that Landlord shall not be liable for any loss of personal property to Tenant, as a result of an infestation of bedbugs. Tenant agrees to have personal property insurance to cover such losses.

EXHIBIT H

NO SMOKING POLICY

All of the terms and provisions of this No Smoking Policy are specifically made a part of the Lease and Handbook for the property known as J.R. "Polly" Lineweaver Apartments.

Scope: This policy applies to any and all persons living in properties owned by Harrisonburg Redevelopment and Housing Authority and its affiliates, collectively referred to herein as (HRHA), including tenants, residents, their guests and visitors, and to all persons entering HRHA properties, including contractors and HRHA employees.

Purpose: HRHA desires to mitigate:

- a. The irritation and know health effects of secondhand smoke;
- b. The increase maintenance, cleaning, and redecorating costs caused by smoking and it effects;
- c. The increased risk of fire from smoking; and
- d. The higher cost of fire insurance for a non-smoke free building.

Definitions:

1. "Smoking" is defined as inhaling, exhaling, breathing, or carrying any lit cigar, cigarette, pipe, or other tobacco or other substances or similar products, in any manner and in any form. Smoking also includes use of an electronic cigarette and vapor products.

2. The term "electronic cigarette" means any electronic device that provides a vapor of liquid nicotine and/or other substances to the uses as he or she simulates smoking. The term shall include such devices, whether they are manufactured or referred to as cigarettes, cigars, pipes, or under any other similar products name.

3. "Common areas" are all areas owned by HRHA which are open to the public, including, but not limited to, entryways, community patios or balconies, roof terraces, lobbies, hallways, elevators, management offices, public restrooms, community rooms, parking area, and any other area of the building that is accessible to residence, guests, and employees.

Policy:

1. **Smoke-Free Complex.** Tenant agrees and acknowledges that the premises to be occupied by tenant and members of Tenant's household have been designated as a smoke-free living. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or in the building where Tenant's dwelling is located, or in any of the common areas or adjoining grounds of such building or other parts of the rental community. Tenant shall not permit any guests or visitors under control of Tenant to do so. As such, smoking is not permitted anywhere on the premises, including, but not limited to:

- a. Any dwelling unit, including, but not limited to, bedrooms, hallways, kitchens, bathroom, patios, balconies, unit entryway areas, and leased exterior spaces; or
- b. In the common areas of any HRHA building, community, common area, or facility.

2. **Notice.** HRHA staff shall inform current residents, new applicants on a waiting list, employees, and contractors of this new policy. HRHA staff also shall post “No Smoking” signs at entrances and exits, common areas, common hallways, etc., and enforce compliance with this policy. All HRHA properties will be designated and marketed as smoke-free.

3. **Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations.** Tenant shall inform Tenant’s guests of the no-smoking policy. Further, Tenant shall promptly give the HRHA a written statement of any incident where tobacco or other smoke is migrating into the Tenant’s unit from sources outside of the Tenant’s apartment unit or any observed violations of this policy by other tenants.

4. **Landlord Not a Guarantor of a Smoke-Free Environment.** Tenant acknowledges that HRHA’s adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, do not make the HRHA or any of its managing agents the guarantor of Tenant’s health or of the smoke-free condition of the Tenant’s unit and the common areas. HRHA shall take all reasonable steps to enforce the smoke-free terms of its leases and to make its properties smoke-free. HRHA is not required to take steps in response to smoking unless it knows of such smoking and has been given written notice of the smoking violation. HRHA relies on tenants to assist in the compliance with this policy.

5. **Effect of Breach and Right to Terminate Lease.** A material breach of the Smoke-Free Policy shall be a material breach of the Lease and grounds for immediate termination of the Lease. Tenants shall be financially responsible for restoring the unit back to rentable condition if they smoke or allow their guests to smoke in their unit, causing damage above normal wear and tear.

6. **Disclaimer.** Tenant acknowledges that HRHA’s adoption of a smoke-free living environment and the efforts to designate the rental complex as smoke-free do not in any way change the standard of care that HRHA or the managing agent would have to a tenant household to render buildings and premises designated as smoke free in a safer, more habitable, or improved in terms of air quality standards than any other rental premises. HRHA specifically disclaims any implied or express warranties that the building, common areas, Grounds, or Leased premises will have any higher or improved air quality standards than any other rental property. HRHA cannot and does not warranty or promise that the rental premises or common areas will be free from second-hand smoke. Tenant acknowledges that HRHA ability to police, monitor, and/or enforce the provisions of the Smoke Free Policy is dependent in significant part upon voluntary compliance by tenants and tenants’ guests, as well as reporting by tenants of observed violations. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that HRHA does not assume any higher duty of care to enforce this Smoke Free Policy than any other landlord obligation under the Lease.

7. **Violation of Policy.** Tenants acknowledge and agree that failure to comply with the terms of the Smoke Free Policy shall be cause for lease enforcement action, including eviction.

8. **Conflict.** In case of any conflicts between the provisions of this Policy and other sections of the Lease and/or Handbook, the provisions of this Policy shall prevail.

EXHIBIT I

Protection for Victims of Abuse Policy Violence, Dating Violence, Sexual Assault, or Stalking Policy

All of the terms and provisions of this policy are specifically made part of the Lease and Handbook for the property known as J.R. "Polly" Lineweaver Apartments.

Scope: This policy applies to any and all persons living in properties owned by the Harrisonburg Redevelopment and Housing Authority and its affiliates, collectively referred to herein as HRHA.

Purpose: HRHA's policy relating to domestic violence is being amended to include the provisions of the Violence Against Women and Reauthorization Act of 2013 (VAWA 2013). VAWA 2013 implemented several key changes relating to housing protections for victims of domestic violence, dating violence, sexual assault, or stalking, which shall be incorporated into the Lease.

Policy relating to VAWA Protections:

1. VAWA 2013 expands housing protections to victims of sexual assault. VAWA 2013 expands protections relating to the prohibition of terminating assistance because of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking. VAWA 2013 expands the notification requirements. VAWA 2013 also expands the forms of documentation a victim may provide, and provides that the victim is required to provide the name of the perpetrator only if the name of the perpetrator is safe to provide and is known to the victim.
2. HRHA will not consider an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking as serious or repeated violations of the Lease by the victim or threatened victim of the domestic violence, dating violence, or stalking, or as other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.
3. Criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking engaged in by a member of Tenant's household, or any guests or other person under the Tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the Tenant or an affiliated individual of the Tenant is the victim or threatened victim of the domestic violence, dating violence, sexual assault, or stalking. VAWA 2013 defines "affiliated individual" as a spouse, parent, brother, sister, or child of

that individual, or an individual to whom that individual stands in *loco parentis*, or any individual, tenant, or lawful occupant living in the household of that individual.

4. Notwithstanding any restrictions on admission, occupancy, or termination of occupancy or assistance, or any federal, state, or local law to the contrary, HRHA may bifurcate a lease, or otherwise remove a household member from the lease, without regard to whether a household member is a signatory to the lease in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by federal, state, and local law for the termination of leases or assistance under the housing choice voucher program, as applicable. If bifurcation occurs, and the removed Tenant or lawful occupant was the sole Tenant eligible to receive assistance under a covered housing program, HRHA shall provide any remaining Tenant the opportunity to establish eligibility for the covered housing program. If the remaining Tenant cannot establish eligibility, HRHA shall provide the Tenant a reasonable time to find new housing or to establish eligibility under another covered housing program.
5. Nothing in this Policy may be construed to limit the authority of HRHA, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
6. Nothing in this Policy limits any otherwise available authority of HRHA to evict or terminate assistance to a Tenant for any violation of a lease not premised on the act or acts of violence in question against the Tenant or a member of the Tenant's household, provided that HRHA will not subject an individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
7. Nothing in this policy may be construed to limit HRHA's authority to evict or to terminate the assistance to any Tenant if HRHA can demonstrate an actual and imminent threat to other Tenants or those employed at or providing services to HRHA's properties if the Tenant is not evicted or terminated from assistance. An actual and imminent threat consists of physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would

pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time, before the potential harm would occur. In this context, words, gestures, actions, or other indicators will be considered an actual imminent threat if they meet the standards provided herein.

8. Nothing in this Policy shall be construed to supersede any provision of any federal, state, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.
9. HRHA may request in writing that the victim or a family member on the victim's behalf certify that the individual is a victim of abuse. The certification of domestic violence, dating violence, sexual assault, or stalking can be documented as detailed on form HUD-50066, and acceptable forms of documentation also includes records from an administrative agency or a mental health professional. The certification must be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA 2013. Forms and further information are available from HRHA. Failure to provide a certification or other supporting documentation within the specified time frame may result in eviction. VAWA 2013 provides that the victim is required to provide the name of the perpetrator on the HUD-50066 only if the name of the perpetrator is safe to provide and is known to the victim.
10. HRHA shall provide notice of rights under VAWA 2013 when a person is denied assistance, when a person is admitted, and when a tenant is notified of eviction or termination of housing benefits.
11. In case of any conflicts between the provisions of this Policy and other sections of the Lease and/or Handbook, the provisions of this policy shall prevail.