

LEASE
Lineweaver Annex 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 **Lineweaver Annex** (the "Building"), located on the western side of West Rock Street and having a street address of _____, Harrisonburg, Virginia 22802 (the "Leased Premises"). The Leased Premises includes 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. Either party may terminate this Lease at the end of the initial term or any renewal term by notifying the other party in writing at least thirty (30) days prior to the termination date. Tenant may also terminate this Lease as provided in Paragraph 19. Landlord may also terminate only as provided in Paragraph 18 of this Lease.

4. Rent. The rent for the initial term is \$_____ per month, due in advance on the first day of each month, except that rent for partial months shall be prorated. Rent shall be payable in the form of a check or money order made payable to Lineweaver Annex Apartments and should be delivered to the management office at Lineweaver Apartments or can be sent by mail to Lineweaver Apartments, 265 N. Main Street, Harrisonburg, VA 22802. Rent shall be deemed to be all monetary payments owing from Tenant to Landlord, under the terms of this Lease, including, but not limited to, late rent and returned check fees, certain maintenance and repair expenses, court costs, and attorneys' fees.

On each anniversary date of this Lease, Landlord may increase the annual rent by notifying the Tenant of the increased rent at least sixty (60) days prior to such anniversary date. Tenant shall have 30 days to elect to remain in the Leased Premises or terminate the Lease by notifying Landlord as provided in paragraph 3 above.

5. Charges for Late Payments and Returned Checks. If Tenant Rent is not received within five (5) days after the due date, Tenant shall pay as additional rent a late fee of \$75.00. The purpose of this late fee is to compensate Landlord for the expense of processing a delinquent account.

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Tenant shall also pay as additional rent a returned check fee for any check returned for insufficient funds. 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, 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.

6. Security Deposit. Upon execution of this Lease, Tenant shall deposit \$ _____ with Landlord as a security deposit, plus \$150.00 for a pet deposit, as set forth in Exhibit C, if applicable. The security deposit will 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 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 will be considered, 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 such may be amended by the Landlord from time to time, or (c) fully comply with the terms of this Lease. Any remaining balance shall be applied to unpaid rent. Tenant understands that the Landlord will not count the security deposit towards the last month's 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 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 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.

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.

7. Utilities. Landlord shall provide routine maintenance, water and sewer, natural gas, and refuse removal services 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. All other services and utilities, including electricity and 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.

8. Quiet Enjoyment. Landlord covenants that if Tenant 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.

9. 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 the prior written permission of the 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 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.

10. Condition of Premises. Tenant agrees that it has examined the Leased Premises, including all appliances and equipment in the unit, 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 tenable 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, the 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 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 6 and applicable law. Tenant or representative may join in the move-out inspection, unless Tenant vacates without notice to Landlord.

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11. 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 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 premises at the 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.

The Landlord agrees to provide reasonable accommodations to the 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 the 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.

12. Damage to Premises. If the Leased Premises shall be partially damaged by fire or other casualty or the Building is so damaged such that the Leased Premises are not habitable, then Landlord shall have the option either to repair or rebuild or declare the Lease terminated. 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 could 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 14 days after receipt of written notice including an invoice or statement for the repair charges from Landlord; and
- B. Rent for the period the Leased Premises are damaged, whether or not the Leased Premises are habitable.

13. Dangerous Materials; Hazards. 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. The 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.

14. Maintenance and Repair.

A. *By Tenant.* Tenant agrees to 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, supplied by Landlord;
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;
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 Building 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 13A 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 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. At the expiration of the term of this Lease, Tenant agrees to 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 and/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 6. 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 expiration 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. Rent for the new term may also be adjusted, as provided herein.

18. Termination of Tenancy. The Landlord may terminate this Lease for the following reasons:

- A. Tenant's Material Non-Compliance 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 Tenant's guest, or any such activity occurring in the Leased Premises or Building or on the Grounds by any other person under the Tenant's control;

D. determination made by the Landlord that Tenant is using an illegal drug, which shall not require an arrest or criminal conviction;

E. determination made by the Landlord that a pattern of illegal drug use, which shall not require an arrest or criminal conviction, 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, any member of the Tenant's household, a guest or another person under the 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. if the 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. if Tenant is violating a condition of probation or parole under federal or state law;

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

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

K. Other good cause, including, without limitation, Tenant's refusal to accept changes to this Lease as provided in paragraph 32. Terminations for "other good cause"

may only be effective as of the end of any initial or 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.

As used herein, "Material Non-Compliance" includes:

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 the Tenant's household (including, but not limited to, failure to meet the disclosure and verification requirements for Social Security Numbers), 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 or with reexamination of income; and
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 rent or any other financial obligation due under the Lease after the five-day notice provided below.

If Landlord accepts rent payments with knowledge of any Material Non-Compliance by Tenant, such acceptance shall constitute a waiver of Landlord's right to terminate this Lease unless Landlord accepts such rent with a reservation and sends a written notice to Tenant that the acceptance of the rent does not waive any default or other remedies that Landlord may have under this Lease.

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, or occupancy rights of 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 H attached to and made part of this Lease.

20. Notice of Termination.

A. If the Landlord intends to terminate this Lease, the Landlord shall give the Tenant written notice. If the Landlord is terminating this Lease for "other good cause," the termination notice must be mailed to the Tenant by certified mail, postage prepaid, or hand-delivered to the Leased Premises 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 grievance 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 the 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 the name, address, and telephone number of the legal services program serving the City of Harrisonburg and/or Rockingham County.

B. If termination is based on Tenant's failure to pay rent when due, the notice shall inform Tenant that the Lease will be terminated fourteen (14) days after receipt by the Tenant unless Tenant pays all rent and other charges owed prior to the fourteenth 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 previously remedied breach, the notice shall inform Tenant that the Lease will be terminated in 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, the Landlord agrees to rely only upon those grounds cited in the termination notice.

21. Landlord's Remedies. Upon 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. All additional 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 may incur for cleaning, painting, and repairing the Leased Premises due to Tenant's damaging the Leased Premises during the term or Tenant's failure to leave the Leased Premises clean and in good condition, reasonable wear and tear excepted, or damaged at the end of the term; and

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, re-let the Leased Premises for the whole or any part of the unexpired term and receive and collect all rent payable by virtue of such re-letting and again, at Landlord's option, hold Tenant liable for any difference between the 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 6.

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 E), 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. Rules. The Tenant agrees to obey all Landlord's rules as reflected in the Resident's Handbook. An acknowledgement of receipt of the Handbook is attached hereto as Exhibit D. Tenant further agrees to obey additional rules established after receipt of the Handbook or found in subsequent revisions of the Handbook if:

- a. the rules are reasonably related to the safety, care and cleanliness of the Building and the safety, comfort and convenience of the residents; and
- b. Tenant receives written notice of the proposed rule at least 30 days before the rule is enforced.

25. Redetermination of Eligibility for Occupancy.

A. *Annual Redetermination.* Once a year, or as otherwise required by Landlord, Tenant agrees to furnish a signed statement and certification containing accurate information regarding family composition, income, and employment and other matters relating to Tenant's eligibility for occupancy in the Building. Failure or refusal by Tenant to report such information as required or knowingly providing incomplete or inaccurate information shall constitute Material Non-Compliance under paragraph 20.

B. *Changes in Family Income or Composition.* Within ten (10) calendar days after there is a change in family composition or income, Tenant shall provide to Landlord written information, in form and content reasonably satisfactory to and verifiable by Landlord, setting forth the source and amount of any additional income, the reason for any reduction in income, and the name and date of birth of any child born to a Tenant or a member of Tenant's household. Failure or refusal by Tenant to report such information as required or knowingly providing incomplete or inaccurate information shall constitute Material Non-Compliance under paragraph 20.

C. *Termination for Ineligibility.* If Landlord determines that Tenant is no longer eligible for occupancy, Landlord shall notify Tenant that the Lease will be terminated thirty (30) days after Tenant's receipt of the notice. 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 the redetermination process, Landlord shall meet with Tenant and discuss ineligibility. 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.

26. Exhibits to the Lease. The 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/Move Out Inspection Report
- Exhibit C Pet Rules (if checked)

<u>Exhibit D</u>	Acknowledgement of receipt of Resident's Handbook
<u>Exhibit E</u>	Grievance Procedure
<u>Exhibit F</u>	Bed Bug Addendum
<u>Exhibit G</u>	No Smoking Policy
<u>Exhibit H</u>	Protection for Victims of Abuse Policy

27. **Assignment and Subleasing.** Tenant shall not assign this Lease or grant any concession or license to use the Leased Premises without first obtaining the written consent of Landlord.

28. **Discrimination Prohibited.** The Landlord agrees not to discriminate based upon race, color, religion, creed, national origin, sex, gender, age, familial status, or disability.

29. **Notices.** Landlord shall notify Tenant of the specific grounds for any proposed adverse action, including, but not limited to, lease termination, ineligibility, 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. **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 G attached to and made a part of this Lease.

31. Contents of this Agreement. This Lease and any Exhibits make up the entire agreement between the 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 Tenant will continue to be bound by them.

Landlord may, 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 must notify Tenant of any change and must offer Tenant a new Lease or an Amendment to this Lease. Tenant must receive the notice at least thirty (30) days before the proposed effective date of the change. Tenant may accept the changed terms and conditions by signing the new Lease or the Amendment and returning it to the Landlord. Tenant may reject the changed terms and conditions by giving the 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 new lease or Amendment may constitute Material Non-Compliance under paragraph 18.

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

33. Non-Waiver. Landlord's or Tenant's failure to insist upon strict performance of any covenant of this Lease shall not be a waiver or relinquishment for the future of such covenant, right or option, but the same shall remain in full force and effect.

34. 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.

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

Print Name

(SEAL)

Print Name

(SEAL)

Tenant

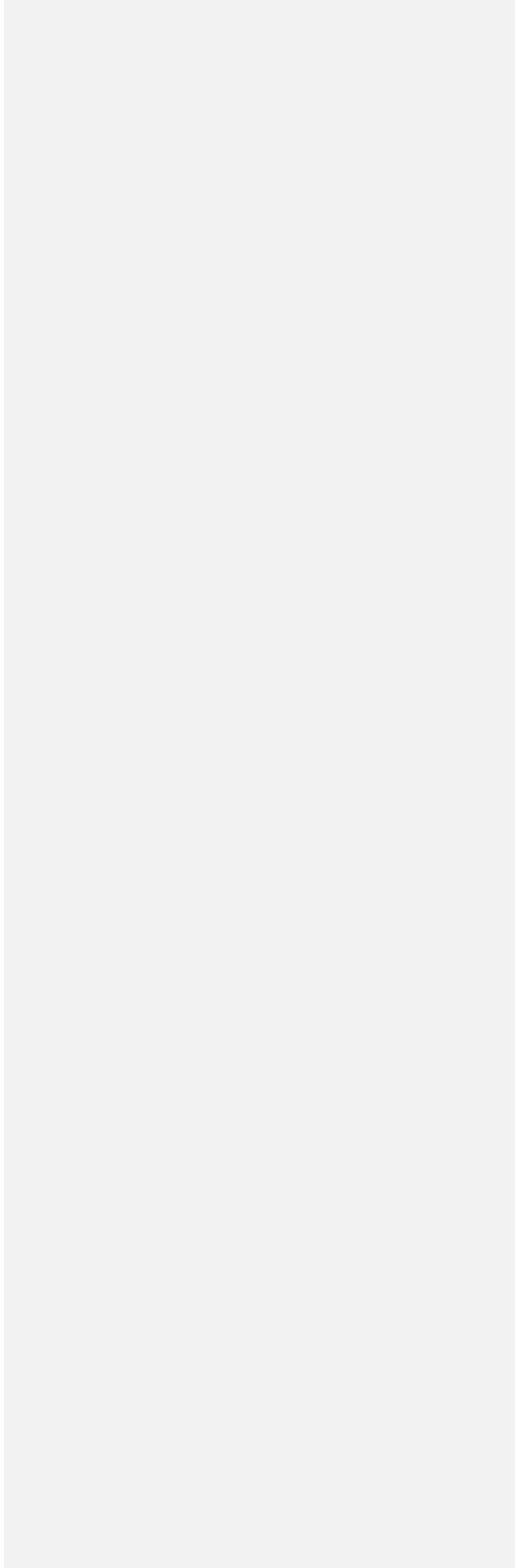


EXHIBIT A

Certification and Recertification of Tenant Eligibility

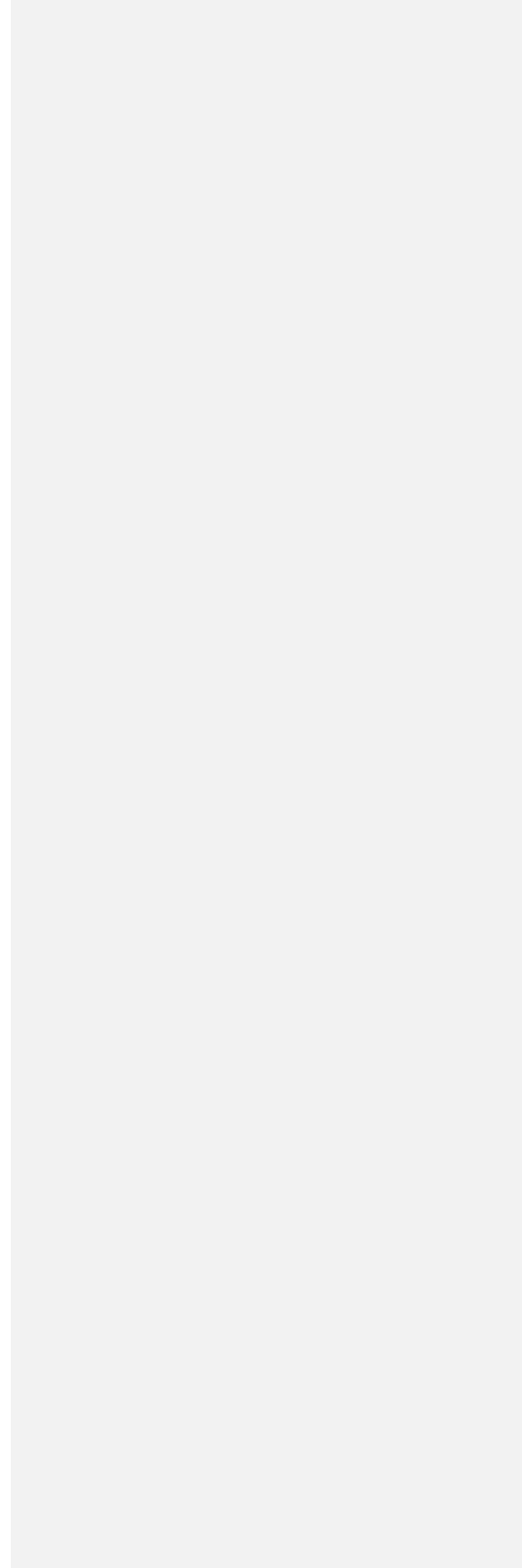


EXHIBIT B

Move-In/Move-Out Inspection Report

(signed by both Tenant and Landlord)

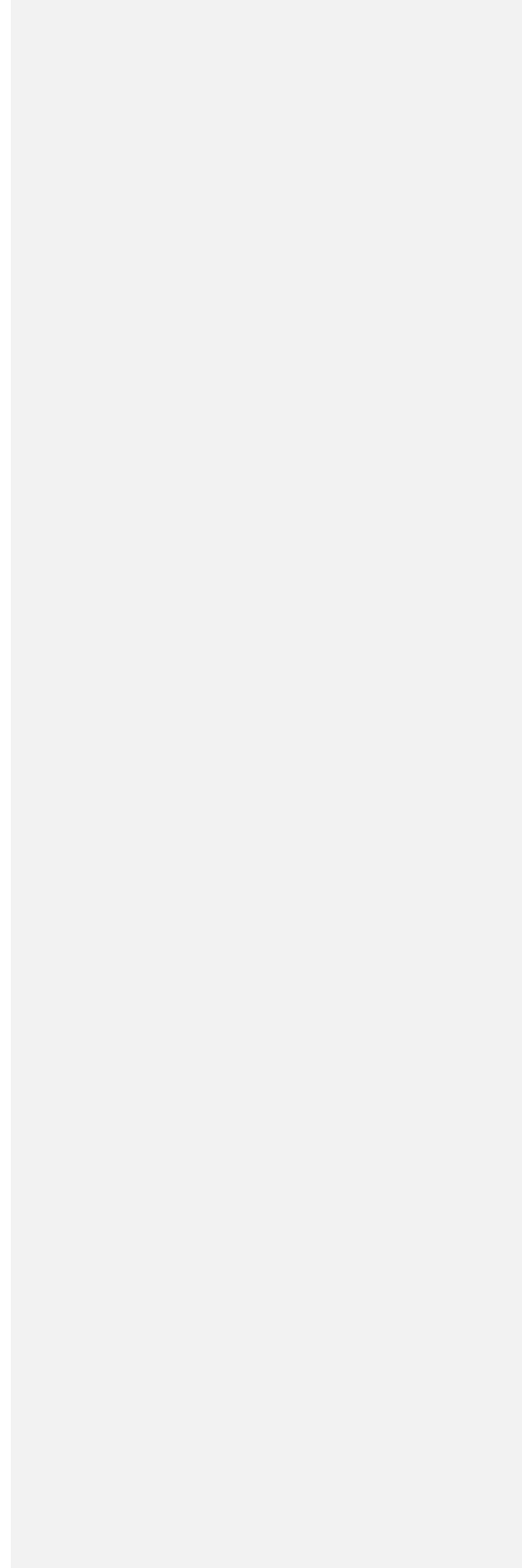


EXHIBIT C

Pet Rules

(if applicable)

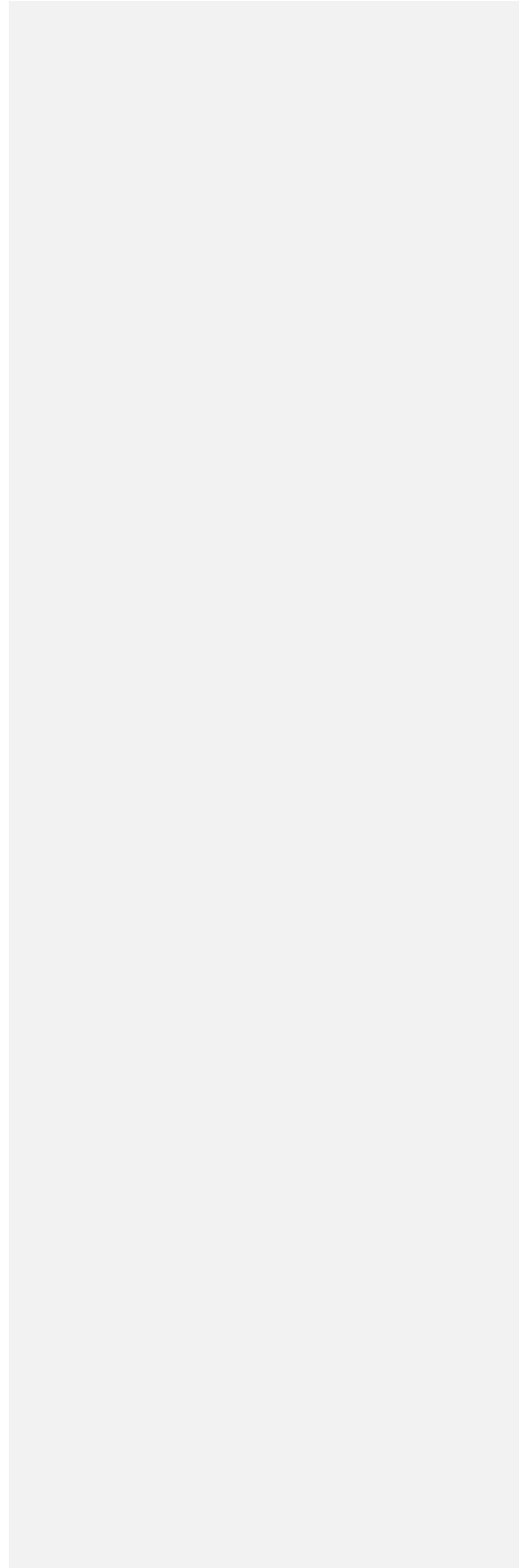


EXHIBIT D

Acknowledgement of Receipt of Resident's Handbook

I/we, _____, "Tenant," acknowledge that I have received and read a copy of the Resident's Handbook for Lineweaver Annex 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

EXHIBIT E

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 F

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 G

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 H

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.