

ACCOUNT NUMBER:

PROJECT NUMBER: GA
LEASE

STATE OF GEORGIA

COUNTY OF CHATHAM

1. IDENTIFICATION OF PARTIES and PREMISES

(a) The Housing Authority of Savannah, Georgia (hereinafter called **“HAS”**) relying upon the statements and information given by: _____ (hereinafter called **“Resident”** or **“Head of Household”**, and when **“Resident”** is referred to as **“he”** it is used in the generic sense to include male/female, singular/plural as appropriate) concerning the household composition, employment, and income of all family members as reported in Resident’s signed Application for Admission or Continued Occupancy does hereby lease to Resident under the terms and conditions of this lease and Resident, agreeing to such terms and conditions, does hereby lease and take possession of the dwelling unit designated as _____ located in Savannah, Georgia (hereinafter called the **“apartment”**, **“dwelling unit”** or **“unit”**), consisting of _____ bedroom(s), designated by HAS as a Family unit, elderly unit, or handicapped unit (as designated by an **“X”** in the box).

(b) Resident and the Resident’s household shall have the exclusive right to use and occupancy of the premises as a private residence. The phrase **“Resident”** and the **“Resident’s household”** are intended to encompass the below listed persons, both jointly and individually, whenever either word is used in this lease, except when used in Section 14 (i) (3) where Resident refers to the person identified in (a) above and Resident’s household refers to the other persons listed below (collectively referred to as “household members”):

The premises leased are for the exclusive use and occupancy of Resident and Resident’s household identified as follows:

Name	SS#	Sex	D.O. B.	Relationship
1.				(Head of Household)
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

10.			
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(c) Notwithstanding anything that may be suggested to the contrary in subparagraph (a) and (b) above, only the person identified in this lease as “**Head of Household**” shall have any leasehold, usufructuary interest or other contractual interest in the “**premises.**” If any of the other persons listed in the foregoing subparagraph signs the lease, he shall have no independent or separate rights under this lease agreement, and shall have no leasehold interest or contract rights whatsoever in the premises, but shall be entitled to occupy the premises only as part of the family unit of the “**Head of Household**”, and only for so long as this lease agreement between HAS and “**Head of Household**” remains in effect. Each member of household, 18 years or older, understands that this lease agreement between HAS and “**Head of Household**” may be terminated in the event “Head of Household or any other member of household or guest of the Resident or guest of a member of household violates provisions of this lease. **All members of the household eighteen (18) years or older sign this lease agreement to acknowledge their responsibilities and obligations for residing in the unit as a member of Resident’s household.**

(d) Resident or a household member must notify HAS by the third (3rd) day when overnight guests will be staying in the unit for more than 2 days. A guest is any person not listed on the lease, who remains in the unit overnight. A guest cannot remain in the unit longer than 14 consecutive calendar days during any 12 month period and may not stay in the unit more than 21 total days in a 12 month period. Guests who represent the unit address as their residence address for receipt of benefits or other purposes will be considered unauthorized occupants. In addition, guests who remain in the unit beyond the allowable time limit will be considered unauthorized occupants. The presence by unauthorized occupants constitutes a serious violation of the lease.

(e) A Resident or Resident’s family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure expected to last more than 14 consecutive days). An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return.

Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the public housing unit more than 50 percent of the time, are not subject to the time limitation of guests as described above.

Former residents of the Housing Authority of Savannah who have been evicted are not permitted as overnight guests, nor any person on the Housing Authority of Savannah’s List of Banned Persons.

(f) A person not listed in Paragraph (b) above who gives the premises as his/her residence of record to governmental agencies, including school systems, employers, creditors, financial institutions, or others, shall be considered an unauthorized member of the household and will have his/her income included in the computation of rent for

the apartment, unless Resident shows by adequate evidence (i.e. dwelling lease, utility bill and/or a change of address from with the USPS) that the person does not in fact reside in the unit and that Resident was unaware of the person providing the premises address as their residence of record. The inclusion of the guest's income in the computation of rent for the apartment shall not affect HAS right to terminate the lease for violation of Paragraph (b) and (d) above.

(g) For the purposes of this dwelling lease, the term “**guest**” means a person in the leased unit with the consent of the Head of Household or household member or a person in the unit with consent of another guest.

(h) **The head of household** will promptly notify HAS of any changes in the family's composition **and of any changes in the family's income**. Change in family composition due to marriage, divorce, separation, birth, adoption, temporary or permanent guardianship, incarcerations, nursing home placement, foster home placement or any other reason, including, but not limited to, death, military service and school attendance. **Change in the family's income** means any increase or decrease in income to family due to any reason whatsoever, including but not limited to changes in amounts of earnings, ~~wages~~, child support, alimony, disability payments, gifts and contributions, Social Security or any other payments, etc. To promptly notify HAS means to notify, in writing, within ten (10) days of the event causing the change. Change in composition ~~will~~ may result in transfer to another public housing unit (depending upon availability) if household composition no longer meets HAS occupancy standard for the unit.

(i) **Failure to comply with the terms of this Section 1 shall be considered a serious violation of the terms and conditions of this lease.**

2. TERMS OF LEASE, AMOUNT AND DUE DATE OF PAYMENT

(a) The lease shall become effective for the term beginning _____ and ending at midnight, _____ at a monthly rental of \$ _____ per month for said term (“Initial Lease Term”), however, if the first day of the Initial Lease Term is not the first day of a month, then the prorated rent (based on a 30 day month proration) for _____ thru _____ shall be \$ _____. If the Initial Lease Term does not begin on the first day of the month, then the prorated rent of \$ _____ is due and payable in advance on the first day of occupancy.

(b) The term of this lease shall renew automatically for successive terms of twelve months, (except for non-compliance with community service requirements) or unless terminated or not renewed by HAS or Resident as provided by this lease.

(c) The monthly rental payment of \$ _____ is due and payable in advance on the **first day** of each calendar month, and if paid in person, must be received by HAS no later than the close of business on the seventh day of each calendar month. If the rent is

mailed, it must be postmarked no later than the seventh day of each calendar month. If the seventh day falls on Saturday, Sunday or on a holiday observed by HAS, rent **must** be received **before** the close of business the last weekday before the weekend or holiday or postmarked no later than the seventh day of the calendar month. **Payment Location** – A payment slot is located in the lobby area at 200 East Broad Street. The office hours are _____ a.m. to ____ p.m. Monday – Friday. Payments may be deposited in the payment slot on or before the seventh day of each calendar month. Payment left under the door will not be accepted even if it is before the seventh day of the month.

(d) If the family fails to pay their rent by the seventh day of the month, and the Housing Authority of Savannah has not agreed to accept payment at a later date, a Notice of Termination of Tenancy and Demand for Possession for Failure to Pay Rent (“10 Day Notice”) will be issued and a Dispossessory Warrant will be filed. If prior to the court hearing on the Dispossessory Warrant the rent and a late fee of \$50.00 is paid, the Dispossessory Warrant will be dismissed. The Housing Authority will not accept the rent payment and late fee prior to the issuance of the Dispossessory Warrant. Upon a second Late Payment within a twelve month period, another Notice of Termination of Tenancy and Demand for Possession for Failure to Pay Rent (“10 Day Notice”) will be issued and a second Dispossessory Warrant will be issued. If prior to the court hearing on the second Dispossessory Warrant the rent and the late fee of \$50.00 is paid, the second Dispossessory Warrant will be dismissed. Late Payment” means a payment that is not made prior to __ p.m. on the 7th day of the month if hand delivered or if mailed, not postmarked on or before the 7th day of the month. All late rent must be paid by money order or cashier’s check. The third late payment within a twelve month period will result in the issuance of a third Notice of Termination of Tenancy and Demand for Possession for Failure to Pay Rent (“10 Day Notice”) and the issuance of a third Dispossessory Warrant and payment will not be accepted whatsoever.

A family may submit, in the Management Office, a request to pay rent late no later than the fifth (5th) of the month. This request can only be made once within a twelve (12) month period and is subject to the payment of the \$50.00 late fee. All charges are due and payable on the first of each month and no later than the seventh (7th) of each month. If the family requests a grievance hearing within the required timeframe, HAS may not take any further action until the conclusion of the grievance process.

When a check is returned for insufficient funds or is written on a closed account, the rent will be considered unpaid and a returned check fee of \$35.00 along with a \$50.00 late fee will be charged to the family. A Dispossessory Warrant will be filed and HAS will no longer accept any checks for payment of rent and/or other charges.

3. **SECURITY DEPOSIT**

(a) Residents must pay a security deposit to HAS. The amount of the security deposit shall be the greater of the family’s total monthly rent payment or Two Hundred and Fifty Dollars (\$250). Deposits of \$250.00 must be paid in full at the time of admission. Security Deposits in amounts in excess of \$250.00 shall be paid as follows:

Deposits in the amount of \$251-\$375 will be divided into two equal payments, with the first payment made at the time of admission and the second payment made with the next month's rent:

Deposits in the amount of \$376-\$500 will be divided into three equal payments, with the first payment made at the time of admission and the second and third payments made with the next two monthly rent payments.

Deposits in the amount of \$501 and above will be divided into four equal payments, with the first payment made at the time of admission and the second, third and fourth payments made with the next three monthly rent payments.

HAS will hold the security deposit for the period the family occupies the unit. HAS will not use the security deposit for rent or other charges while Resident is living in the unit. The security deposit will be deposited in an escrow account established only for security deposits in a bank or lending institution subject to regulation by this state or any agency of the United States government. The security deposit shall be held in trust for Resident and Resident shall be informed in writing of the location and account number of the escrow account.

HAS will provide Resident with a written list of any charges against the security deposit within 10 days of the move-out inspection. If Resident disagrees with the amount charged, HAS will provide a meeting to discuss the charges.

If Resident transfers to another unit, HAS will transfer the security deposit to the new unit. Resident will be billed for any maintenance or other charges due for the "old" unit.

- (b) Refunding, handling, and application of the security deposit will be determined by Georgia Laws applicable to such deposits.
- (c) The security deposit without interest shall be returned to Resident within 30 days of vacating the unit, less any amount needed to pay the cost of:
 - 1. Unpaid rent and other unpaid charges under this lease; and
 - 2. Damages to the dwelling unit or its equipment listed on a move-out inspection report that exceed normal wear and tear.

Provided that all keys and parking permits to the dwelling unit and Resident Identification Cards are returned to the HAS Office, and the Resident has delivered to HAS thirty (30) days advance written notice of intent to vacate the dwelling unit.

4. UTILITIES

Resident shall be responsible for securing utilities (gas, water, sewer, garbage, and electricity) not supplied by HAS and shall pay directly to the utility provider all deposits and charges necessary to secure and maintain **uninterrupted** services. Failure of Resident to maintain **uninterrupted** services because of nonpayment of utilities or other reasons under Resident's control shall be considered a serious violation of the terms and conditions of this lease. **Disconnected utilities must be restored within seventy-two hours or it will result in termination of the lease.**

5. **REDETERMINATION OF ELIGIBILITY, RENT, AND UNIT SIZE**

(a) At least once annually, Resident shall furnish, in the form prescribed by HAS, accurate and complete information as to Resident's family income, assets, employment, and composition. If, on the basis of information furnished by Resident or gathered from other sources, HAS determines that:

(1) Resident's income warrants a change in rent under HAS' Approved Schedule of Rents, posted in the HAS Office, a new lease will be executed or HAS will mail to Resident a written "**Notice of Rent Adjustment**". A "**Notice of Rent Adjustment**" shall automatically constitute an amendment to this lease.

(2) Resident's family composition no longer conforms to the HAS' Occupancy Standards for the unit occupied, HAS may require Resident to move into a unit of appropriate size. Transfers shall be made in accordance with HAS Transfer Policy. A copy of the Transfer Policy is **posted** in the HAS Office and is made a part of this lease by reference. Resident agrees to transfer to an appropriate size unit at Resident's expense within 10 days upon notice by HAS that such a unit is available. Resident's refusal to transfer is a serious violation of the lease and will result in termination of the lease.

(3) Residents whose income after admission exceeds the income limits of 80% of Area Median Income (i.e. no longer qualified for Public Housing), except those residents who are Family Self Sufficiency ("FSS") or Earned Income Disallowance ("EID") participants must vacate the dwelling unit. Failure to do so is a serious violation of the lease and will result in termination of the lease.

(4) Each household member age 18 and over will be required to execute a consent form for a criminal background check as part of the annual reexamination process.

(b) **Households paying \$50 Minimum Rent** – Households paying minimum rent may qualify for "Hardship Exceptions" to the minimum rent requirement for one or more of the following reasons:

1. The household has lost eligibility for a federal, state or local assistance program;
2. The household has applied for a federal, state or local assistance and is waiting for a determination as to eligibility for assistance;
3. The household would face eviction if forced to continue pay minimum rent;

4. The household income has decreased; because of changed circumstances, including loss of employment or
5. There has been a death in the household.

Hardship exceptions do not apply to households that are not paying minimum rent; however, if such households feel they are entitled to a rent reduction, an interim recertification may be requested with verification provided to support the request.

(c) Family Choice of Rental Payment:

Resident will be given a choice annually whether to take an income-based rent or flat rent.

Income-Base Rents – Will be based on the highest of ten percent of the household income, thirty percent of adjusted household income or the housing portion of welfare, when applicable. Family income will be reviewed annually.

Flat Rents – Will be based on the rental value of the unit. Incomes of families paying flat rents must be reviewed not less than once every three years.

(d) Treatment of Income Changes Resulting from Welfare Program Requirements

- A household's monthly contributions to rent will not be decreased where a decrease in income is the result of non compliance with the conditions of public assistance, or where public assistance is decreased due to an act of fraud or failure to participate in an economic self-sufficiency program or comply with a work activities requirement. This sanction will not apply until HAS receives written notice from the relevant welfare or public assistance agency specifying that a family's benefits have been reduced because of non compliance with economic self-sufficiency programs or work activities requirements, or fraud, and the level of reduction. Families in public housing will have the right to review the determination through the Administrative Grievance Procedures under Section 24 of this lease.

- The relevant Welfare or Public Assistance Agency will notify HAS when the sanction is removed. HAS will then re-instate its normal re-determination procedure as stated in this section.

- Neither a reduction of public assistance due to an expiration of a time limit for a family, nor inability to obtain a job after complying with welfare work requirements, is considered as non compliance with the conditions of public assistance.

(e) Earned Income Disallowance – The earned income disallowance (EID) encourages people to enter the work force by not including the full value of increases in earned income for a period of time.

This disallowance applies only to individuals in families already participating in the public housing program (not at initial examination). To qualify, the family must experience an increase in annual income that is the result of one of the following events:

- Employment of a family member who was previously unemployed for one or more years prior to employment. *Previously unemployed* includes a person who annually has earned not more than the minimum wage applicable to the community multiplied by 500 hours. The applicable minimum wage is the federal minimum wage unless there is a higher state or local minimum wage.
- Increased earnings by a family member whose earnings increase during participation in an economic self-sufficiency or job-training program. A self-sufficiency program includes a program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work to such families.
- New employment or increased earnings by a family member who has received benefits or services under Temporary Assistance for Needy Families (TANF) or any other state program funded under Part (A) of Title IV of the Social Security Act within the past six months. If the benefits are received in the form of monthly maintenance, there is no minimum amount. If the benefits or services are received in a form other than monthly maintenance, such as one-time payments, wage subsidies, or transportation assistance, the total amount received over the six-month period must be at least \$500.

There will be no rent increases as a result of increased income due to employment during the 12-month period beginning on the date employment began, when the earned income increase is the result of a family member who:

1. Was unemployed for at least 12 months;
2. Is participating in a self-sufficiency program or job training program; or
3. Is or was in the past 6 months, receiving welfare.

During the year after the 12-month period, the Housing Authority will phase-in not more than 50 per cent of the amount of the total rent increase. During the second 12-month period, the remaining portion will be phased-in.

Failure to report employment may result in HAS, in its discretion, terminating the Lease or imposing retroactive rent and terms of payment of the retroactive rent. Any failure to report employment shall be considered a serious violation of the terms and conditions of this Lease.

(f) If Resident misrepresents to HAS the facts upon which Resident's rent is based or fails to comply with HAS request for information and consequently is undercharged, an increase in rent will be put in effect and made retroactive. In the event of any adjustment pursuant to the above, HAS will mail or deliver a **Notice of Rent Adjustment** to Resident in accordance with Section 5(a) hereof. Any misrepresentation or failure to comply with HAS' request for information shall be considered a serious violation of the terms and conditions of this lease.

(g) No adjustment of rent either upward or downward is to be made except at the time of a regular or special Reexamination **unless**:

(1) There is a change in family composition. (Additions to the family, other than through birth of a child to a family member on the lease, **must be approved by HAS in advance. Failure to report an addition or deletion is considered a serious violation of the lease and shall result in termination of the lease.**

(2) There is a change in family income, except regular increases in wages on the same job or periodic increases in government benefits not related to other changes in income or family composition.

(3) A hardship occurs. (A hardship is interpreted to mean the occurrence of a situation which would warrant a reduction in rent based on the current definition of income and maximum rent-to-income ratio.)

(4) There is a need to correct an error. (The rent increase or decrease will be made as appropriate based on the circumstances.)

If Resident believes that he is entitled to a rent decrease due to any of the circumstances stated in 5(g), it is Resident's responsibility to request an interim recertification.

RENT INCREASES resulting from 5(g) 1 and 2, above shall be made effective the first day of the second month following the month in which the change actually **OCCURS**.

RENT DECREASES resulting from changes specified in 5(g), 3 and 4, above, shall be made effective the first day of the month following the month in which the change was **REPORTED** in writing, provided however that no decrease shall be made until proof of changes, as outlined above, has been furnished and deemed sufficient by HAS. When rent is reduced between Reexaminations, Resident reverts to full interim reporting which means that Resident must report all changes in income regardless of amount or source and rent shall be adjusted accordingly. It is the responsibility of Resident to report in writing all changes as outlined in 5(a) 1 and 2 within ten (10) days of their occurrence.

(h) When HAS re-determine the amount of rent (Total Resident Payment or Resident Rent) payable by Resident, not including determination of HAS' schedule of Utility Allowances for families in HAS' Public Housing Program, or determines that Resident must transfer to another unit based on family composition, HAS shall notify Resident that Resident may ask for an explanation stating the specific grounds of HAS' determination, and that if Resident does not agree with the determination, Resident shall have the right to request a hearing under HAS' Grievance Procedure.

(i) If the unit leased is a handicapped designated unit as checked in Section 1 (a) and Resident family occupying the unit is not a family with disabled individuals, Resident agrees to transfer to a non-handicapped unit if and when the unit is needed for a disabled family.

6. COMMUNITY SERVICE AND SELF-SUFFICIENCY REQUIREMENTS

All adult public housing residents (18 years of age and older) are required to participate in at least 8 hours per month in community service or economic self-sufficiency programs. An individual may not skip a month and then double up the following month, unless special circumstances warrant it. HAS will make the determination of whether to permit a deviation from the schedule. Unless otherwise approved, all community service hours performed in a month must be submitted, to the Management Office, by the 7th day of the following month on HAS Community Service forms.

Individuals who have special circumstances which they believe will prevent them from completing the required community service hours for a given month, must notify HAS in writing within 5 days of the circumstances becoming known. HAS will review the request and notify the individual, in writing, of its determination within 10 days. HAS may require those individuals to provide documentation to support their claim.

An exempt individual is an adult who:

- Is age 62 years or older;
- Is blind or disabled (as defined under section 216[i][1] or 1614 of the Social Security Act), and who certifies that because of this disability s/he is unable to comply with the service provisions or is a primary caretaker of such an individual residing within the household;
- Is engaged in work activities; or
- Has received HAS approval of special circumstances.

HAS will consider 30 hours per week as the minimum number of hours needed to qualify for a work activity exemption.

- Meets the requirements for being exempted from having to engage in a work activity under the state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which HAS is located, including a state-administered welfare-to-work program; or
- Is in a family receiving assistance under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which HAS is located, including a state-administered welfare-to-work program, and has not been found by the state or other administering entity to be in noncompliance with such program.

HAS will determine compliance with the community service requirements once a year; at least 60 days before the recertification period, by requesting written verification, or upon receiving written verification from a participating entity. If hours cannot be verified and/or were not authorized by an approved nonprofit organization, resident will be found non-compliant.

In accordance with HUD regulations, HAS must refuse to renew a resident's lease for failure to satisfy this requirement.

7. MAINTENANCE AND DAMAGE CHARGES

When applicable, Resident will be charged for maintenance and/or damages according to HAS current schedule. Work that is not covered in the schedule will be charged based on

the actual cost of labor and materials to make needed repairs (including overtime, if applicable).

Move out charges and all utilities must be paid in full prior to being issued a voucher or transferring to another Public Housing unit. Resident must provide Management with a copy of current utility bills. Resident rejection of the voucher or the unit will not result in the charges being removed from the account.

Notices of maintenance and damage charges will be mailed monthly and will be in accordance with requirements regarding notices of adverse actions. Charges are due and payable on the first (1st) of the month and no later than the seventh (7th) day of the month. A (10 Day) Notice will be issued for failure to pay charges. If the family requests a grievance hearing within the required timeframe, HAS may not take action for nonpayment of the charges until the conclusion of the grievance process. Failure to pay maintenance/damage charges shall constitute a failure to pay rent and will be treated as such as per Section 2(d) hereof.

Resident agrees that the duly authorized agent, employee, or contractor of HAS will be permitted to enter Resident's dwelling unit during reasonable hours for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit or showing the unit for re-leasing.

When HAS determines maintenance or repairs are needed, HAS will provide notification and the notice is considered permission to enter the unit.

When Resident request maintenance in the unit, HAS shall attempt to provide such maintenance at a time convenient for Resident. If Resident is absent from the dwelling when HAS arrives to perform the maintenance, Resident's request for maintenance shall constitute permission to enter the unit.

Nonpayment of maintenance and damage charges is a serious violation of the lease and is grounds for eviction.

8. HAS Obligations

HAS's obligations are, other than for circumstances beyond its control:

- (a) To maintain the dwelling unit in a decent, safe and sanitary condition;
- (b) To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
- (c) To make necessary repairs to the premises.
- (d) To keep the public housing buildings, facilities and common areas, not otherwise assigned to a Resident for maintenance and upkeep, in a clean and safe condition.
- (e) To maintain in good and safe working order and condition electrical, plumbing, heating, ventilating, and other facilities and appliances, including elevators,

supplied or required to be supplied by HAS.

- (f) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Resident family) for the deposit of garbage, rubbish, and other waste removed from the dwelling unit by Resident in accordance with paragraph 13 (c) hereof.
- (g) to supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by installation within the exclusive control of Resident and supplied by a direct utility connection.
- (h) to furnish a heater, cooking stove, refrigerator, and water heater without additional charge. **Resident tampering with any of the appliances is a serious violation of the terms and conditions of this lease and will result in lease termination.**
- (i) to notify Resident of the specific grounds for any proposed adverse action by HAS. (Such adverse action includes, but is not limited to, a rent adjustment, a proposed lease termination, non-renewal of lease, transfer of Resident to another unit, or imposition of charges for maintenance and repair.) When HAS is required to afford Resident the opportunity for a hearing under HAS' Grievance Procedure concerning a proposed adverse action the notice of proposed adverse action shall inform Resident of the right to request such a hearing. In the case of a lease termination, or non-renewal a notice of lease termination/non-renewal in accordance with Section 20 shall constitute adequate notice of proposed adverse action. In the case of proposed adverse action other than a proposed lease termination/non-renewal, HAS shall not take the proposed action until the time for the Resident to request a grievance has expired or the grievance process has been completed.
- (j) **HAS assumes no liability for damages caused to Resident by the negligent or criminal acts of a third party.**
- (k) **Nothing herein shall constitute or be deemed a waiver of sovereign immunity by the Housing Authority of Savannah.**

9. OCCUPANCY OF THE DWELLING UNIT

- (a) Resident shall have the right to exclusive use and occupancy of the dwelling unit which shall include reasonable accommodation of Resident's guests or visitors and, with the consent of HAS, may include care of foster children and live-in aide of a member of Resident's family. HAS shall use the procedures established in its Admission and Continued Occupancy Policy (ACOP) to make such determinations.

- (1) Foster children may reside in the dwelling unit with the consent of HAS in accordance with reasonable policies concerning residency of foster children.
- (2) Consent for foster children as household members may be given or denied based on juvenile records for children who are within the age range for which such records are available for review by HAS.
- (3) The term “live-in aide” is defined as a person who resides with an elderly or disabled person and who:
 - (a) Is determined to be essential to the care and well-being of the person;
 - (b) Is not obligated for the support of the person;
 - (c) Would not be living in the dwelling unit except to provide the necessary support services; and
 - (d) Must vacate the dwelling unit when services are no longer needed.

(b) Resident must live in the dwelling unit and the dwelling unit must be Resident’s only place of residence.

(c) Resident agrees not to assign this lease, nor to sublet in whole or in part, or transfer possession of the dwelling unit, or give accommodations to boarders or lodgers. Resident further agrees not to use or permit the use of the dwelling unit for any purposes other than as a private dwelling unit solely for Resident and the members of Resident’s household as identified in Section 1 (b). With written consent of HAS, members of the household may engage in legal profit-making activities in the dwelling unit, where HAS determines that such activities are incidental to primary use of the leased unit for residence by members of the household.

(d) No sheds, tents, animal cages, storage sheds, play gyms, **inflatable bouncers**, or trampolines may be erected. And no swimming pools are allowed on Authority Property, this includes wading pools. No tires, batteries, **go-carts**, or car parts may be stored on the property. Toys must be stored inside at all times.

(e) Resident agrees that all personal property placed in the unit or any other place adjacent thereto, shall be at Resident’s sole risk, and HAS **is** not liable to Resident or Resident’s family, employees, invitee, or licensees for any damage, loss, theft, fire, floods, storms, burglary, or destruction thereof unless caused by the negligence of HAS. The Authority strongly recommends Resident obtain insurance on Resident-owned furnishings and personal property.

(f) Resident agrees to abide by other necessary and reasonable regulations, including the Admissions and Continued Occupancy Policy, as may be promulgated by HAS for the benefit and well-being of the public housing development and its residents which shall be posted in the neighborhood management office and incorporated by reference in this lease.

(g) In the event of a mandatory evacuation, residents agree to remove themselves and their family members from HAS premises. HAS is not responsible for the evacuation of Residents.

(h) All family members 18 years of age and older on this lease or added at a later date will be equally responsible as the head of household for any debt owed to the Housing Authority of Savannah. Members 18 years of age and older who wish to reside in the household must sign the lease or the head of household must remove them from the lease.

(i) If, during the term of this lease, Resident, by reason of physical or mental impairment is no longer able to comply with the material provisions of this lease, and cannot make arrangements for someone to aid him/her in complying with the lease, and HAS cannot make any reasonable accommodation that would enable Resident to comply with the lease, HAS will assist Resident or designated member(s) of Resident's family to find more suitable housing. If there are no family members who can or will take responsibility for moving Resident, HAS will work with the appropriate agencies to secure suitable housing and the lease will terminate.

(j) Resident agrees to notify HAS in writing if Resident is to be absent from the dwelling unit for more than fourteen (14) consecutive days and provide a means for HAS to directly contact Resident, including but not limited to the provision of Resident's phone number and physical address and any other information requested by HAS. Resident shall be solely responsible and liable for all damages to the dwelling unit directly related to Resident's absence from dwelling unit.

(k) This lease will not be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit unless it is determined that the move is essential for the mental or physical health of Resident or the adult child and it does not disqualify the family for the unit size that Resident is currently occupying.

(l) Resident agrees and acknowledges that the premises to be occupied by Resident have been designated as a smoke-free living environment. Resident shall not smoke anywhere in the unit, in the building where the Resident's dwelling is located or in any of the common areas (or adjoining grounds of such building or other parts or the rental community), nor shall Resident permit any Resident's guests or visitors to do so.

(m) Resident shall not permit any person under the age of eighteen (18) years congregate, loiter, wander, stroll, stand or play in or upon the ways, walks, drives, playgrounds, parking lots and other common areas, either on foot or in or upon any vehicle being driven or parked thereon between the hours of 11:00 p.m. and 6:00 a.m., unless accompanied by his parent, guardian, or other adult person having his care, custody or control, except if said minor person is on an emergency errand for a parent, guardian or one in custodial care, or is returning directly home from employment or other activities specifically authorized by said minor's parent, guardian or other adult person having his care, custody, or control. Further, if any resident, being the parent, guardian, or other adult person having the care,

custody, or control, of a person under the age of eighteen (18) years, shall suffer, or by ineffective control, allow such person to violate the foregoing curfew, said resident shall be considered to have violated his Lease and this Lease shall be subject to termination.

(n) Resident shall not make unfounded or unsubstantiated complaints which interfere with a Housing Authority employee's ability to carry out the employee's responsibilities and duties.

(o) Any violation of this Section 9 shall be considered a serious violation of the terms and conditions of this lease.

10. PET POLICY

Only pets registered with HAS are permitted on the premises and pets must be registered with HAS before they are brought onto the premises. Pets will not be approved to reside in a unit until completion of the registration requirements. **Resident may not perform pet sitting services or allow guest to bring pets in the dwelling unit or on HAS property.** Residents cannot feed any animals on HAS' Property, including but not limited to: birds, ducks, geese, squirrels and stray cats and dogs. Resident may not place food of any kind on HAS Property for the purpose of attracting these animals.

Registration includes documentation signed by a licensed veterinarian or state/local authority that the pet has received all inoculations required by state or local law, and that the pet has no communicable disease(s) and is pest-free. This registration must be renewed annually and will be coordinated with the annual reexamination date.

Residents who have been approved to have a pet must enter into a pet agreement with HAS and post a notice on the door that a pet is present or the approval of the pet will be withdrawn. The pet notice will be provided at the time of signing of pet agreement.

The pet agreement is Resident's certification that he or she has received a copy of HAS' pet policy and applicable house rules, that he or she has read the policies and/or rules, understands them, and agrees to comply with them.

Resident further certifies by signing the pet agreement that he or she understands that noncompliance with HAS' pet policy and applicable house rules may result in the withdrawal of PHA approval of the pet or termination of tenancy.

HAS will require residents who own pets to pay a minimum \$300 pet deposit of which \$150.00 is non-refundable. The pet deposit is not part of the rent payable by Resident.

The maximum amount of pet deposit that may be charged by HAS on a dwelling unit basis, is the higher of the total resident payment (TTP) or the fixed amount of \$300.00 as required by HAS.

Charges for the non-refundable pet fee are not part of rent payable by Resident.

The Resident shall be liable to HAS for any and all damages to HAS property by a pet. Resident shall also indemnify and hold harmless HAS for any and all damages to a third party by the Resident's pet, including but not limited to attorney's fees and costs of litigation.

Reasonable operating costs to the neighborhood relating to the presence of pets include, but are not limited to:

Landscaping cost

Pest control costs

Insurance costs

Clean-up costs

Resident shall be permitted to keep and maintain, at no cost and without prior approval of HAS, the following types of pet in his Premises (provided however that the keeping of same does not threaten the health, safety, or right of peaceful enjoyment of the premises of other residents or employees of Management):

Fish, excluding carnivorous species, provided, however, that the capacity of the aquarium or other container within which the fish are kept is appropriate for the size and nature of the fish, not to exceed a five gallon tank.

In no event may Resident keep or maintain in his Premises more than one type or kind of pet.

Violation of this Section 10 shall be considered a serious violation of the terms and conditions of this lease.

11. FIREARMS, KNIVES, CLUBS & OTHER WEAPONS

(a) Resident and Resident's guests will not discharge or threaten to discharge a firearm of any type, including "B-B" guns, on Housing Authority property. **Discharging or threatening to discharge a firearm will be considered a serious violation of the terms and conditions of this lease.**

(b) Resident further agrees that Resident and Resident's guests shall not use or threaten to use a firearm, knife, club, or any item used as a weapon against any person on Housing Authority property. **Resident or Resident's guest's use of, or the threat to use a firearm, knife, club, or any item used as a weapon against any person on Housing Authority property will be considered a serious violation of the terms and conditions of this lease.**

12. AUTOMOBILES, & OTHER MOTORIZED VEHICLES

(a) Resident agrees to park and cause Resident's guests to park, automobiles and other motorized vehicles, in designated parking areas **only**. Resident specifically agrees to

refrain and cause Resident's guests to refrain from parking or driving any motorized vehicles on lawns, sidewalks, common areas not designated for parking, such as playgrounds, or any other area other than appropriate streets and driveways. Resident agrees to pay for any damages to premises caused by improper operation or parking of motorized vehicles. Vehicles parking on lawns or walkways are subject to immediate towing and/or fines. Violation of this paragraph is considered a serious violation of the lease. **Further, a fine will be levied against a Resident in accordance with the schedule of fines and penalties as stated in the HAS' Resident Charge List which is posted in the Management Office.**

(b) Resident's and Resident's guests motorized vehicles properly parked on HAS' property shall be insured, in running condition, have full inflated tires and current license plates. The following types of vehicles are banned from ALL Authority Properties: all-terrain vehicles, three-wheelers, four-wheelers, motorized scooters, etc. In addition, none of these vehicle can be stored on HAS' Property. Commercial vehicles are prohibited from parking on HAS' Property without prior approval from Management. If your vehicle causes damage to HAS' Property, you will be charged for the labor and materials to repair such damage. If you have a vehicle, you must provide a copy of the registration in order to obtain a parking permit. Parking is limited to two (2) vehicles per household.

(c) Resident agrees not to change the oil or make major repairs to the vehicle while it is parked on HAS' property. Washing vehicles is not permitted on HAS property except in the neighborhoods where the water is paid by Resident.

13. SANITATION, CLEANLINESS, HEALTH, AND SAFETY

(a) HEALTH AND SAFETY

Resident agrees to comply with all obligations imposed upon Resident by applicable provisions of building and housing codes materially affecting health and safety.

(b) CLEAN AND SAFE CONDITION

Resident agrees to keep the dwelling unit and such other areas as assigned to Resident for Resident's exclusive use in a clean and safe condition.

(c) HOUSEKEEPING

Residents whose housekeeping habits pose a non-emergency health or safety risk, encourage insect or rodent infestation, or cause damage to the unit are in violation of the lease. In these instances, HAS will provide proper notice of poor housekeeping habits which will warrant mandatory attendance at a Good Housekeeping Workshop. The dwelling unit will be re-inspected within 30 days of workshop attendance to confirm that the resident has abated the problem. **Failure to attend the Good Housekeeping Workshop, failure to abate the problem, or failure to allow for post workshop inspection is considered a serious violation of the lease and will result in termination of tenancy.**

A second finding within twelve months of housekeeping habits posing a non-emergency health and safety risk encouraging insect or rodent infestation or causing damage to the unit constitutes a serious violation of this lease and HAS will terminate tenancy.

(d) PEST CONTROL

All pest control services will be provided or furnished by HAS. Resident shall fully cooperate in making the dwelling unit available for pest control treatments and in preparing the dwelling unit for pest control treatment. **Resident shall not treat the dwelling unit or contract with others for pest control services.**

(e) BED BUGS

Resident shall be solely responsible and liable for all damages to resident's property, which results from the presence of bed bugs.

(f) GARBAGE AND WASTE

Resident agrees to dispose of all ashes, garbage, rubbish, and other waste in a sanitary and safe manner. The area around the dumpsters should remain free of trash and other items. Small children should not dispose of trash. Your apartment and adjacent commons areas, such as stairways, corridors, halls, and yards, must be kept clean and free of personal clutter. Common areas **CANNOT** be use for storage.

(g) SYSTEMS AND FACILITIES

Resident agrees to use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning systems and other facilities, including elevators.

(h) DEFACING/DAMAGE

Resident agrees to refrain from destroying, defacing, damaging or removing any part of the dwelling unit or premises and Resident's guests shall also not destroy, deface, damage or remove any part of dwelling unit or premises.

(i) FLAMMABLE SUBSTANCES

Resident agrees not to store gasoline or any flammable or explosive substances, not including matches, or lighter fluid inside the dwelling unit, or on any porch of the dwelling unit or in any area or structure owned by HAS. Storage of any flammable or explosive substance by Resident or his guests will be considered a serious violation of the terms and conditions of this lease.

(j) REPORT UNSAFE CONDITIONS

Resident agrees to immediately and personally report to HAS all unsafe conditions, which are known to or observed by Resident, either in common areas of HAS property or in the dwelling unit leased by Resident. If at any time a member of HAS staff observe any

unreported maintenance repairs, a work order will be generated and the charges will be billed to Resident.

(k) RISK OF FIRE

Resident recognizes the risk and danger of fire in multi-unit residences, and Resident agrees to at all times exercise due care to avoid the risk of fire in undertaking any activity in or about the premises, including but not limited to, cooking, holiday decorations, storage of items, and children playing with fireworks, matches or other incendiary or highly flammable items, etc. Resident shall be responsible for any damages sustained as a result of fire caused by Resident or caused by any household member or guest of Resident. Fire caused by Resident or Resident's household member or guest will be considered a serious violation of the terms and conditions of this lease and constitutes good cause for HAS to terminate this lease.

(l) SMOKE ALARMS

Smoke alarms are installed by HAS as a safety measure. Tampering with or disconnecting and/or removing is not permitted and will be considered a serious violation of the terms and conditions of this lease and constitutes good cause for HAS to terminate this lease. You should familiarize yourself with all exits from your apartment and/or building. Do not block exits with furniture, trash or anything else that may prevent you from exiting in the event of an emergency.

Notices of lease violation will also be issued to residents who purposely disengage the unit's smoke detector. Only one warning will be given. A second incident will result in lease termination.

(m) POLITICAL, RELIGIOUS AND OTHER SIGNS

To protect all residents' rights to peaceful enjoyment, HAS does not allow the placement of political, religious, or other materials on building or property owned by HAS, including a dwelling unit, if said materials can be readily observed and are intended to be observed from outside a dwelling unit.

14. CODE OF CONDUCT

(a) Resident agrees to conduct himself and cause others who are on the premises with his consent to conduct themselves in a manner that will not disturb his neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the neighborhood in a decent, safe, and sanitary condition.

(b) Resident agrees to report to local officials, and then to HAS, all illegal activity or activities known to or observed by Resident occurring in the common areas of the public

housing premises or his dwelling unit, or in any other dwelling unit of the public housing premises, as soon as Resident becomes aware of such activity.

(c) Resident agrees to refrain from any activity, whether legal or illegal, which impairs the physical or social environment of the public housing premises and agrees not to allow any person or guest in the apartment or on the premises, leased by Resident to partake in any such activity to include but not limited to:

- (1) The possession, use, or sale of illegal drugs
- (2) The abuse or illegal sale of legal drugs
- (3) The abuse or sale of alcoholic beverages on the premises or in the common areas
- (4) The operation of a house of ill repute

(5) *Fugitive Felon or Parole Violator.* If a resident is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or violating a condition of probation or parole imposed under federal or state law.

(6) *Persons subject to sex offender registration requirement.* If any member of the household has, during their current public housing tenancy, become subject to a registration requirement under a state sex offender registration program.

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

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

(d) Resident agrees that all members, whether a minor or an adult, of Resident's household, any guest of Resident, any guest of a member of Resident's household or any person under Resident's control or under the control of a member of Resident's household or under the control of a guest, shall not engage in:

- (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the public housing premises by other residents or employees of HAS.
- (2) Any criminal activity that may result in damage to HAS' property or the property of other residents or guests;
- (3) Criminal activity, including, but not limited to, vandalism, theft, assault, battery, whether such activity takes place on or off premises.

(4) Any drug-related criminal activity. Drug-related criminal activity means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sale, distribute or use a controlled substance as defined in the Comprehensive Drug Abuse Prevention and Control Act of 1970, 21 U.S.C. 802(6) and 812, 21 CFR, Part 1308, or the Georgia Controlled Substances Act, O.C.G.A. 16-13-25 through 16-13-29. The manufacture, producing, possession with intent to manufacture, sale or distribute methamphetamine (commonly referred to as “Speed”), is deemed drug-related criminal activity. Drug related criminal activity also includes the illegal sale, illegal possession, or abuse of lawful prescription medications.

(e) Any criminal activity described in subparagraphs d(1), d(2), d(3) and d(4) will be considered a serious violation of the terms and conditions of this lease, whether the criminal activity occurs in or about the premises or away from the premises.

(f) Further, evidence of the criminal activity defined herein, whether drug related criminal activity or other criminal activity, shall be grounds for eviction, and it is not required that Resident, the member of Resident’s household or the person under Resident’s control be convicted of such criminal activity.

HAS may terminate the lease and maintain an eviction proceeding for criminal activity, whether it be for drug related criminal activity or for other criminal activity, whether or not a criminal prosecution for the criminal activity has been brought against Resident, member of Resident’s household or against person under Resident’s control and whether or not Resident, member of Resident’s household or person under Resident’s control has been convicted in a criminal prosecution for the criminal activity.

(g) THIS LEASE IS GOVERNED BY THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT’S “ONE STRIKE AND YOU’RE OUT” POLICY THAT ONE INCIDENT OF CRIMINAL ACTIVITY, WHETHER DRUG RELATED OR OTHER CRIMINAL ACTIVITY, WILL RESULT IN THE TERMINATION OF THIS LEASE.

NEITHER CONVICTION NOR ARREST IS CONDITION PRECEDENT TO TERMINATION FOR DRUG RELATED OR OTHER CRIMINAL ACTIVITY.

RESIDENTS OR MEMBERS OF HOUSEHOLD CONVICTED OF ANY CRIMINAL OR DRUG RELATED ACTIVITY WILL BE PLACED ON A LIST OF BANNED PERSONS. OTHER PERSONS COMMITTING CRIMINAL ACTS ON HOUSING AUTHORITY PROPERTY WILL ALSO BE PLACED ON A LIST OF BANNED PERSONS.

(h) Resident, any member of Resident’s household, or a guest of the resident or of a household member permitting any person on the list of Banned Persons to be in or about the dwelling unit is a serious violation of the terms of the lease and the lease will be terminated.

(i) Repeated violations of 14(a) and any violation of 14(b), 14(c), 14(d), 14(e), 14(f), or 14(g), 14(h) will be considered a serious violation of the terms and conditions of this lease.

15. VIOLENCE AGAINST WOMEN ACT.

(a) The following definitions shall apply:

(1) As used herein, the term “domestic violence” means felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the State of Georgia, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of Georgia;

(2) As used herein, the term “dating violence” means violence committed by a person: Who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors: the length of the relationship; the type of relationship; and the frequency of interaction between the persons involved in the relationship; and

(3) As used herein, the term “stalking” means to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to that person, a member of the immediate family of that person, or the spouse or intimate partner of that person.

(b) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of this lease by Resident if Resident is the victim or is the threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of the Resident.

(c) Criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of Resident’s household or any guest or other person under the Resident's control, shall not be cause for termination of the tenancy or occupancy rights, if the Resident or immediate member of the Resident's family is a victim of that domestic violence, dating violence, or stalking; however, notwithstanding the foregoing, HAS may bifurcate this lease or remove a member of the Resident’s household from this lease, without regard to whether the member of

the Resident's household is a signatory to this lease, in order to evict, remove, or terminate occupancy rights of a member of the Resident's household who has engaged in criminal acts of physical violence against family members without evicting or removing from this lease the victim of such violence.

(d) If Resident or a member of Resident's household makes a claim for continued tenancy based on status as a victim of domestic violence or criminal activity related to domestic violence HAS may request that the victim making the claim certify that she is a victim of domestic violence, dating violence, or stalking, within 14 business days after the date that the resident receives the request or such longer time as HAS may at its discretion allow.

(e) The certification: (i) May be based solely on the personal signed attestation of the victim under penalties for perjury, as provided in section 1746 of title 28, Judiciary and Judicial Procedure, of the United States Code (28 U.S.C. 1746); or (ii) May be based on or supported by a federal or state court record; or (iii) May be based on or supported by documentation signed by an employee, agent, volunteer of a victim service provider, an attorney, or medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking, or in addressing the effects of abuse, in which the professional attests under penalty of perjury under 28 U.S.C. 1746 to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation; and (iv) Shall include the name of the perpetrator or alleged perpetrator, if known.

(f) The certification will be kept confidential by HAS and HAS will not enter the information contained in the certification into any shared database or provide it to any other entity, except to the extent that disclosure is: (i) Requested or consented to by the victim making the certification, in writing; (ii) Required for use in an eviction proceeding; or (iii) Otherwise required by applicable law.

(g) If the Resident or member of Resident's household does not provide the certification within 14 business days from the date of receipt of HAS's request, or such longer time as HAS at its discretion may allow, HAS may terminate this lease.

Resident and Household members 18 years or older have fully read and reviewed Sections 14 and 15 of this lease regarding the code of conduct and the Violence Against Women Act and have been provided the opportunity to discuss the code of conduct and Violence Against Women Act with an official of the Housing Authority of Savannah. Resident and Household members 18 years or older, by signing this paragraph, acknowledge that each has read and understood the terms and conditions contained in Sections 14 and 15 herein and has had the terms and conditions of Sections 14 and 15 explained to them by a Housing Authority of Savannah representative.

(Resident's Signature)

Household Members Signatures:

Name:

Name:

Name:

Name:

16. REPAIR AND UPKEEP OF THE PREMISES

- (a) Resident agrees not to make repairs or alterations to the premises nor install any major appliance such as clothes dryer, satellite dish, etc., without prior written consent of HAS;
- (b) The size of Resident's apartment is matched according to the number of persons in Resident's household and listed in this lease. No additional occupants are allowed;
- (c) Resident may not store or use mattresses in the living room as this could be construed as a "living area" and is a serious violation of this lease;
- (d) Resident further agrees to notify HAS promptly when any repairs to the premises or equipment therein are necessary. Resident agrees to use reasonable care to keep his dwelling unit in such condition as to ensure proper health and sanitation standards for Resident, the household members and neighbors. Pending completion of such repairs, Resident will not use nor permit the use of the damaged area or equipment in any way which will increase the damage or endanger any person or property;
- (e) Resident further agrees to use only in a reasonable manner all electrical, plumbing, cooking, sanitary, heating, ventilating, air conditioning equipment and appliances and all other facilities or appurtenance, including elevators. *Large appliances such as freezers are not permitted;*
- (f) Resident agrees to refrain from and to cause Resident's guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or HAS property;

- (g) Resident also agrees not to display any signs whatsoever, nor use tacks, nails, screws, or fasteners on any part of the premises except in a manner prescribed by HAS. Resident agrees not to apply any kind of wall covering, or floor covering without prior written permission of HAS;
- (h) Resident agrees not to build fences or place locks on doors or windows;
- (i) Resident further agrees not to cut or abuse trees or shrubbery nor allow their children or guests to do so;
- (j) Resident shall have no more than three plants (live or artificial) on the porch and no more than three live or artificial in their dwelling unit;
- (k) Resident agrees to pay charges (other than normal wear and tear) for repairs of damage to the public housing premises caused by Resident or resident's guests in accordance with the Schedule of Charges posted in the HAS' Office and incorporated herein by reference. If Resident claims that damage is due to vandalism, Resident shall bear the responsibility of proof by providing evidence of having made a police complaint, and when vandal is known, filing a criminal warrant and appearing and testifying in court if necessary; otherwise, Resident shall be responsible for damage;
- (l) Only elderly/disabled units occupied by elderly/disabled residents are specifically exempt from doing yard maintenance and routine maintenance to their dwelling unit but are not exempt from normal household cleaning;
- (m) HAS will conduct regular inspections to ensure the premises are clean and neatly maintained. Fines will be levied for violations including but not limited to: unraked and unbagged piles of leaves, damaged/unauthorized window treatments, litter and debris, clothes on rails and fences, and any indoor equipment such as exercise equipment, grills, toys and unauthorized furniture located outside of the unit.
- (n) **Any violation of Section 16 of the lease shall be deemed a serious violation and will result in the termination of the lease.**

17. DEFECTS HAZARDOUS TO LIFE, HEALTH, OR SAFETY

Resident shall immediately notify HAS of all damages to the apartment. HAS shall determine whether the premises are damaged to the extent that conditions are created which are hazardous to life, health, and safety of Resident, and in such event HAS shall attempt repair within 24 hours.

If the damage was either negligently, willfully, intentionally and/or maliciously caused by the Resident, any member of the household or Resident's guest, the cost of repairs shall be paid by Resident.

In the event of conditions that are hazardous to life, health, or safety of resident, HAS agrees to offer standard alternative accommodations, if available, in circumstances where

necessary repairs cannot be made within a reasonable time. (In the event repairs are not made or alternative accommodations are not provided in accordance with this Section, the monthly rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling unit as determined by HAS. No abatement of rent shall occur if Resident rejects the alternative accommodations or if damage is caused by Resident, any member of the household or Resident's guest.)

18. NOTICE AND SCHEDULING OF INSPECTIONS

(a) HAS may enter the unit, with reasonable advance notification to perform routine inspections and maintenance. HAS will notify Resident in writing at least 1 week prior to an Occupied Unit, REAC and/or Safety Inspections.

(b) HAS may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe that an emergency exists. If no adult household member is present at the time of an emergency entry, HAS must leave a written statement showing the date, time and purpose of the entry prior to leaving the dwelling unit.

(c) Inspections will be conducted during normal business hours unless an emergency situation necessitates otherwise.

(d) Residents are required to be present for move-in inspections. There is no such requirement for other types of inspections. **Resident may attend other inspections if he or she wishes. If no one is at home, the inspector will enter the unit, conduct the inspection, and leave a copy of the inspection report in the unit. If there are any damages noted, a work order will be generated and maintenance will return within seven (7) days to complete the work and Resident is not required to be present.**

(e) At the time a Resident vacates, HAS shall inspect the unit and furnish Resident a written statement of charges, if any, for which Resident is responsible. Resident or a Resident's representative may join in such inspection.

(f) Failure of Resident to permit the Authority or its agents or employees to make inspections or repairs or show the dwelling for re-leasing shall be considered a serious violation of the terms of this lease and may be grounds for termination.

19. LEGAL NOTICE

Any written notices to Resident as required or permitted hereunder will be sufficient if delivered to Resident personally or to any adult member of his family residing in the dwelling unit or if sent by First Class, U.S. Mail, properly addressed, to Resident, postage prepaid. If Resident is visually impaired, any legal notices will be delivered in an accessible format.

Any written notice to HAS as required or permitted hereunder shall be delivered by hand to the Resident's neighborhood management office between the hours of ___ a.m. and ___ p.m. on Monday through Friday and Resident shall receive a stamped copy of the written notice from HAS staff as proof of receipt by HAS

20. ACCOMMODATION OF PERSONS WITH DISABILITIES

For all aspects of the lease and grievance procedures, a person with a disability shall be provided reasonable accommodation to the extent necessary to provide the person with a disability with an equal opportunity to use and enjoy a dwelling unit. A “person with a disability” is defined to include (1) individuals with a physical or mental impairment that substantially limits one or more major life activities; (2) individuals who are regarded as having such an impairment; and (3) individuals with a record of such an impairment. Each resident is advised that at any time during the tenancy a request may be made for reasonable accommodations in HAS rules, policies, practices or services when such accommodations may be necessary to afford a person with a disability who is a household member equal opportunity to use and enjoy a dwelling unit. The request for reasonable accommodation may be made by the person with a disability, the person’s household member or someone acting on the person’s behalf and the request must state the accommodation requested to provide the person with a disability an equal opportunity to use and enjoy a dwelling unit. There must be a relationship or nexus between the disability and the accommodation requested. Each request for reasonable accommodation will be assessed by HAS and HAS may deny the request if: (1) the request is not made by or on behalf of a person with a disability; (2) if there is no disability-related need (or nexus) for the accommodation; (3) if the provision of the accommodation is not reasonable, i.e. if it would impose an undue financial and administrative burden on HAS or it would fundamentally alter the nature of HAS’ services; or (4) if the tenancy of the person with a disability constitutes a direct threat to the health and safety of other individuals or result in substantial physical damage to the property of others, unless the threat can be removed, alleviated or mitigated by a reasonable accommodation. Reasonable Accommodation Request Forms are available in the Neighborhood Management Office.

21. TERMINATION OF THE LEASE

(a) HAS shall not terminate or refuse to renew the lease other than for a serious violation (as designated in Sections 1,4,5, 6,7,8, 9,10, 11, 12, 13, 14, 15 and 16), failure to timely pay rent and/or other charges, or repeated violations of the other terms and conditions of the lease or for other good cause. HAS may terminate this lease by giving Resident advance written Notice of Termination of the Lease of:

1. Ten (10) days in the case of failure to pay the rent, maintenance charges and retro rent payments;
2. A reasonable time, not to exceed thirty (30) days, commensurate with the exigencies of the situation in the case of a threat to the health or safety of other Residents;
3. Seven (7) days, in the case of bodily harm to HAS staff, authorized agent, or contractor by Resident, any household member or guest of resident. Depending upon the severity of the threat, an immediate restraining type order will be

requested to keep a dangerous or threatening Resident, household member or guest out of the management office without an appointment while the termination is pending; and

4. Thirty (30) days in all other cases.

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

(c) The Notice of Lease Termination to Resident shall state specific grounds for termination, and shall inform Resident of Resident's right to make such reply as Resident may wish. The Notice shall also inform Resident of the right to examine HAS documents directly relevant to the termination or eviction and to have copies provided, at the expense of Resident. When HAS is required to afford Resident the opportunity for a grievance hearing, the Notice will inform Resident of Resident's right to request a hearing within ten (10) days in accordance with HAS' Grievance Procedure.

(d) The Demand Notice as required by the laws of the State of Georgia will be combined with and run concurrently with the Notice of Lease Termination.

(e) When HAS is required to afford Resident the opportunity for a hearing under HAS' grievance Procedure for a grievance concerning the lease termination, the tenancy will not terminate until the time for Resident to request a grievance hearing has expired, and the grievance process has been completed.

(f) When HAS is not required to afford Resident the opportunity for a hearing under HAS' Grievance Procedure for a grievance concerning the lease termination and Housing Authority of Savannah has decided to exclude such grievance from HAS' Grievance Procedure, the Notice of Lease Termination shall:

1. State that Resident is not entitled to a grievance hearing on the termination.
2. Specify the judicial eviction procedure to be used by HAS for eviction of Resident, and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations.
3. State whether the eviction is for a criminal activity as in Section 14(f) (1) of this lease or for a drug-related criminal activity as described in Section 14(f) (4) of this lease.

(g) If HAS become aware of criminal conduct which occurred prior to the date of this lease and which was not disclosed on Resident's application for housing and which would have been grounds for denial of application shall be grounds for termination.

(h) This lease may be terminated by Resident at any time by giving thirty (30) days written Notice in the manner specified in Section 3. Resident agrees to leave the dwelling unit in a clean and good condition, reasonable wear and tear excepted, and to return all keys, parking permits and identification cards to HAS upon vacating.

22. ABANDONMENT OF DWELLING UNIT AND PROPERTY

In the event Resident removes or attempts to remove any goods or property from the dwelling unit other than in the ordinary and usual course of continuing occupancy, the dwelling unit may, at the option of HAS, be considered abandoned. In such event, HAS shall have the right, provided five (5) days written notice is mailed to the resident's last known address, to store or otherwise dispose of any property left on or about the dwelling unit by Resident following or pursuant to such abandonment. HAS shall also be entitled to store or dispose of any property remaining on or about the dwelling unit after termination of this lease. Any property left on or about the dwelling unit shall be considered to be abandoned.

23. HOLDING OVER

Resident shall promptly vacate the dwelling unit and remove all of the Resident's goods and property there from after expiration of this lease, whether such termination occurs by lapse of time or otherwise. Any holding over or occupancy of the dwelling unit by the Resident after the expiration of this lease without the express consent of the HAS shall create a tenancy at sufferance and not a tenancy at will. There shall be no renewal whatsoever of this lease by operation of law.

24. ALTERNATIVE HOUSING ACCOMMODATIONS

Individuals may be absent from the family, either temporarily or permanently, for a variety of reasons including educational activities, placement in foster care, employment, and illness.

Generally an individual who is or is expected to be absent from the public housing unit for 180 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally an individual who is or is expected to be absent from the public housing unit for more than 180 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.

When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to the HAS indicating that the student has established a separate household or the family declares that the student has established a separate household.

Children temporarily absent from the home as a result of placement in foster care are considered members of the family and head of household must notify Management Office with Ten days (10) of such foster care placement.

If a child has been placed in foster care, HAS will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.

25. GRIEVANCE PROCEDURES

All disputes concerning the obligations of Resident or HAS, exclusive of those under Section 20(f), arising under this lease shall be processed and resolved pursuant to the Grievance Procedure of HAS which is in effect at the time such grievance or appeal arises, which procedure is posted in the HAS Office and incorporated herein by reference.

26. CHANGES TO LEASE

This lease together with any further adjustments of rent or dwelling unit evidences the entire agreement between HAS and Resident. Any modification of the lease will be accomplished by a written rider to the lease executed by both parties except for any modification that is caused by or due to changes in posted policy, rules or regulations.

27. COURT COST AND ATTORNEY FEES

If it becomes necessary for HAS to employ an attorney and bring court proceeding against Resident to collect any rent and other charges agreed to be paid, or to enforce the provision of this lease, or to evict Resident from the premises, and if judgment is entered against Resident in favor of HAS in such proceedings, Resident may be obliged to pay all court costs and reasonable attorney's fees. If judgment is entered against HAS in favor of Resident in such proceedings, HAS may be obliged to pay all court costs and reasonable attorney's fees.

28. FULL UNDERSTANDING OF THE PARTIES.

Each adult Resident signing this Lease expressly agrees and understands that he or she is jointly and severable liable and responsible for any and all damages, fees, charges, retroactive-charges, or rents arising out of their tenancy, whether those damages, fees, charges, retroactive-charges, or rents were caused by or incurred by the Resident or someone else.

The parties hereto agree that each has read this Lease; that prior to the execution of this Lease, Management explained said Lease, Management's Admissions and Occupancy Policy and the Grievance Procedure to Resident and his family members in detail; that the parties fully understand all of the terms and provisions set forth herein; that all of the terms and provisions hereof represent and constitute the entire understanding and agreement of the parties and that there are no promises, terms covenants, conditions, warranties, undertakings or representations of either party to the other except as expressly set forth in this Lease; that the

parties find this Lease to be in accordance their respective understandings; and that the parties hereby voluntarily execute this Lease.

Each party hereto acknowledges that he received an executed copy of this Lease on the date below noted. Management shall retain an executed copy of this Lease in the Resident's file.

IN WITNESS WHEREOF, the parties have executed this lease agreement this day of _____, 20__ at Savannah, Georgia.

I HAVE RECEIVED A COPY OF THIS LEASE AND I HEREBY DECLARE THAT THE FACTS GIVEN IN MY APPLICATION FOR HOUSING ARE TRUE AND CORRECT. I UNDERSTAND THAT IF THESE FACTS ARE NOT TRUE, THIS LEASE WILL BE TERMINATED AND I WILL BE REQUIRED TO VACATE.

WITHHOLDING OR GIVING FALSE INFORMATION RELATIVE TO THE DETERMINATION OF ELIGIBILITY, AMOUNT OF RENT OR WHO WILL OCCUPY THE PREMISES, OR TO MAKE A FALSE STATEMENT OR REPRESENTATION TO ANY REPRESENTATIVE OF THE HOUSING AUTHORITY OF SAVANNAH WILL BE CONSIDERED INTENT TO DEFRAUD UNDER THE GEORGIA LAW AND MAY BE PUNISHABLE WITH FINE UP TO \$1,000.00 AND/OR A PRISON TERM UP TO 1 YEAR.

Resident

Household Members Signatures:

Name:

Name:

Name:

Name:

HOUSING AUTHORITY OF SAVANNAH

HAS Representative