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RESIDENTIAL LEASE AGREEMENT

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**RESIDENTIAL LEASE/RENTAL AGREEMENT
DATED January 12, 2012**

VARIABLE LEASE TERMS:

RESIDENCE DESCRIPTION: <input type="checkbox"/> (If checked) A single family residence			
<input type="checkbox"/> (If checked) Part of a multi-family residential complex known as:			
UNIT NUMBER:	UNIT TYPE:	UNIT ADDRESS:	
COUNTY:	CITY:		ZIP:
TERM:			
COMMENCEMENT DATE:		<input type="checkbox"/> (If checked) After the Termination Date, this Agreement will continue on a month-to-month basis until terminated as specified elsewhere in this Agreement.	
TERMINATION DATE:			
LIST OF ALL RESIDENT(S): HOUSEHOLD COMPOSITION (LIST HEAD OF HOUSEHOLD IN BOX 1)			
HOH:	Date of Birth:	NAME:	Date of Birth:
NAME:	Date of Birth:	NAME:	Date of Birth:
NAME:	Date of Birth:	NAME:	Date of Birth:
NAME:	Date of Birth:	NAME:	Date of Birth:
NAME:	Date of Birth:	NAME:	Date of Birth:
PROPERTY MANAGER:			
In case of emergency please contact:			

MONTHLY RENT: <TenantRent>

Market Rent: \$	(1) The initial total monthly rent to HACSB shall be \$	Rental Option: <input type="checkbox"/> Flat Rent <input type="checkbox"/> Income Based Rent	Total Tenant Portion: Total Resident Portion: \$	Utility Allowance: \$	<input type="checkbox"/> (If checked) Other monthly charge Describe: \$	Resident Monthly Rent \$
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PAYMENT INSTRUCTIONS:

<input type="checkbox"/> All amounts due HACSB are payable to: Payment must be made by: <input type="checkbox"/> Money Order <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Cash <input type="checkbox"/> Personal Check- No personal checks will be accepted after the 5th day of the month or in response to a notice to pay rent or quit or a notice to perform covenant or quit requiring payment. The normal hours available to make payments in person are from 9am to 4pm, on all non-holiday <input type="checkbox"/> Weekdays. <input type="checkbox"/> (If checked) A twenty-four hour, seven days a week rent payment drop box is available at the address above. <input type="checkbox"/> (If checked) All checks must include Head of Household name and unit address.	<input type="checkbox"/> LATE CHARGE If payments have not been received by the end of business on the 5 th of the month: \$50.00	<input type="checkbox"/> Name and Unit address are required on all checks/ payments received.	RESIDENT SECURITY DEPOSIT: \$ ADDITIONAL DEPOSITS: \$
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MISCELLANEOUS INFORMATION:

<p>ACCESS CONTROL DEVICES: Mailbox No. <input type="checkbox"/> Number of Devices: Keys to mail facilities. Rekeyed? <input type="checkbox"/> Yes <input type="checkbox"/> No Key(s) to the Residence. Rekeyed? <input type="checkbox"/> Yes <input type="checkbox"/> No Garage/gate openers. Codes reset? <input type="checkbox"/> Yes <input type="checkbox"/> No Key(s)/openers to common area(s). <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other:</p>	<p>LANDSCAPE WATERING by: LANDSCAPE MAINTENANCE by:</p> <p><input type="checkbox"/> HACSB <input type="checkbox"/> HACSB <input type="checkbox"/> Resident <input type="checkbox"/> Resident</p> <p>PETS: are not authorized. <input type="checkbox"/> (If checked) The following pets are authorized:</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:25%;">Pet Name</th> <th style="width:25%;">Type</th> <th style="width:50%;">Description</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Pet Name	Type	Description							<p>AUTOMOBILES <input type="checkbox"/> may not be washed on the Property. INOPERABLE, UNREGISTERED, STORED VEHICLES, OIL CHANGING AND AUTOMOBILE REPAIRS <input type="checkbox"/> are not allowed on the Property. BAR-B-QUE GRILLS <input type="checkbox"/> are <input type="checkbox"/> are not allowed.</p>
Pet Name	Type	Description									
<p>Renters Insurance: Renters Insurance is not required, but is recommended and acknowledged by resident.</p>		<p>DESIGNATED SMOKING FREEAREAS: <input type="checkbox"/> The Residence (Interior and Exterior) All Common Areas Balcony/patio</p>									

DISCLOSURES AND PROPERTY INFORMATION:

(If checked) **LEAD DISCLOSURES APPLY:** If indicated, the Residence was built before 1978 when lead based paint was still in use. The Lead Based Paint Disclosure section of this Agreement will apply, and a copy of the pamphlet *Protect Your Family From Lead In Your Home* has been provided to Resident.

HACSB knowledge of lead-based paint and/or lead-based paint hazards in the Residence or Property:

(If checked) HACSB has no knowledge of any lead-based paint and/or lead-based paint hazards in the Residence or Property.

(If checked) HACSB is aware of the following lead-based paint and/or lead-based paint hazards in the Residence or Property:

Reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property:

(If checked) HACSB has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property.

(If checked) Available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are as follows: «ProjectAddress», «ProjectCity», CA «ProjectZip»

Copies of the reports or records identified are available for Resident’s review at:

(If checked) **ASBESTOS DISCLOSURES APPLY:** If indicated, the Residence was built before 1981 when asbestos was still used in construction, and the Asbestos section of this Agreement will apply.

HACSB knowledge of asbestos hazards in the Residence or Property:

(If checked) HACSB has no knowledge of any asbestos hazards in the Residence or Property, but because of the age of the Property, Resident should review the asbestos section of this Agreement.

(If checked) HACSB is aware of the following asbestos hazards in the Residence or Property:

Reports or records pertaining to asbestos hazards in the Residence or Property:

(If checked) HACSB is not aware of any reports or records pertaining to asbestos hazards in the Residence or Property.

(If checked) Available reports or records pertaining to asbestos hazards in the Residence or Property are as follows:

Copies of the reports or records identified are available for Resident’s review at:

PROPOSITION 65 WARNING: THE PROPERTY MAY CONTAIN CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER, BIRTH DEFECTS, AND OTHER REPRODUCTIVE HARM. THESE CHEMICALS MAY BE CONTAINED IN EMISSIONS AND FUMES FROM BUILDING MATERIALS, PRODUCTS AND MATERIALS USED TO MAINTAIN THE PROPERTY, AND EMISSIONS, FUMES, AND SMOKE FROM RESIDENT AND GUEST ACTIVITIES, INCLUDING BUT NOT LIMITED TO THE USE OF MOTOR VEHICLES, BARBECUES, AND TOBACCO PRODUCTS. THESE CHEMICALS MAY INCLUDE, BUT ARE NOT LIMITED TO CARBON MONOXIDE, FORMALDEHYDE, TOBACCO SMOKE, UNLEADED GASOLINE, SOOTS, TARS, AND MINERAL OILS.

PEST CONTROL: We have have not contracted with a registered structural pest control company to provide periodic pest control services to the Property.

If we have contracted with a pest control company, you have been provided with a written notice regarding the use of the pesticides used on the Property as provided under California Business and Professions Code §8538 and Civil Code §1940.8.

(If checked) **ONGOING CONSTRUCTION.** If indicated, there is ongoing construction in the Property consisting of: _____ Refer to Posted Notices _____

(If checked) Information provided to Resident regarding the Property may refer to amenities for which construction may not yet be completed including the following: Refer to Posted Notices _____

UTILITIES:

Utility/ Service	Utility's Customer of Record	Charged to Resident?	Calculation Method for Charges to Resident	Common Areas
Gas	<input type="checkbox"/> HACSB <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Sub-metering <input type="checkbox"/> None – HACSB expense	<input type="checkbox"/> Are separately metered and are not charged to Resident
Electricity	<input type="checkbox"/> HACSB <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input type="checkbox"/> No	Direct billing from utility <input type="checkbox"/> Sub-metering None – HACSB expense	<input type="checkbox"/> Are separately metered and are not charged to Resident
Water	<input type="checkbox"/> HACSB <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input type="checkbox"/> No	Direct billing from utility Sub-metering None – HACSB expense <input type="checkbox"/> Formula <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all occupied units in the Property	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> Charges to be divided among residents includes common area water charges <input type="checkbox"/> A deduction of _____% for estimated common area charges is made before calculating Resident's bill
Sewer	<input type="checkbox"/> HACSB <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input type="checkbox"/> No	Direct billing from utility <input type="checkbox"/> Sub-metering None – HACSB expense <input type="checkbox"/> Formula <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all occupied units in the Property	<input type="checkbox"/> Are billed separately to the property owner and are not charged to Resident <input type="checkbox"/> Are not billed separately <input type="checkbox"/> Charges to be divided among residents includes common area sewer costs <input type="checkbox"/> A deduction of _____% for estimated common area charges is made before calculating Resident's bill
Trash	<input type="checkbox"/> HACSB <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input type="checkbox"/> No	Direct billing from waste disposal company <input type="checkbox"/> Sub-metering None – HACSB expense <input type="checkbox"/> Formula <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Property	<input type="checkbox"/> Are billed separately to the property owner and are not charged to Resident <input type="checkbox"/> Are not separately billed <input type="checkbox"/> Charges to be divided among residents includes the cost to dispose of trash generated in the common areas <input type="checkbox"/> A deduction of _____% for estimated common area charges is made before calculating Resident's bill
Cable	<input type="checkbox"/> HACSB <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Flat fee of \$_____ per month <input type="checkbox"/> Fees as specified on the attached schedule of fees, subject to change with 30 days advance notice <input type="checkbox"/> Formula -Dividing the bill equally among all occupied units in the Property <input type="checkbox"/> None – HACSB expense	

HACSB and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident (and/or in the common areas), but that the methods used to determine Resident's share described above are reasonably accurate estimates. Resident acknowledges that under the billing method described above Resident may be paying for water and sewer usage in the common areas or in other residential units. Resident further acknowledges and understands that the amount of the monthly bill will fluctuate, depending on overage usage and actual billings from the public utilities or the contracted utility service.

If either sub-metering or formula methods are used to calculate Resident's share for water, all water related charges assessed to HACSB may be used to calculate the amount charged to Resident. These may include (but are not limited to) water related charges contained on tax bills, and all charges contained on the local water provider's bills to HACSB.

UTILITIES CONTINUED

If either sub-metering or formula methods are used to calculate Resident's share for sewer, all sewer related charges assessed to HACSB may be used to calculate the amount charged to Resident. These may include (but not limited to) sewer related charges contained on tax bills, and all charges contained on the local sewer provider's bills to HACSB.

If Resident is responsible for trash charges, all trash related charges assessed to the HACSB may be used to calculate the amount charged to each Resident. These may include (but are not limited to, trash related charges contained on tax bills, and all charges contained on utility bills received from the local trash providers.

Sub-metered Utilities: Billings based on sub-meter readings (if any) will itemize the beginning and ending meter readings, the rate charged to Resident, and all categories of information that appear within the utility's standard billing format to the HACSB. Billing amounts based on sub-meter readings will be determined by:

Dividing the total fixed charges equally among the total number of sub-metered consumers which do not receive a separate master bill, plus adding Resident's share (determined from the sub-meter readings) of the variable charges at the same rate charged in the master bill. *(Use this option if the Property is located in the City of San Diego, and water is sub-metered).*

Dividing the total master bill according to sub-meter readings.

Formula Billing Used: Utilities billed to the Property are allocated between all Property residents as indicated above. Resident's percentage is calculated based on:

(If checked) **Square footage:** The approximate square footage of Resident's unit as compared to the total square footage of all units within the Property. Resident's share is ____ %.

(If checked) **Authorized occupant method:** The number of authorized occupants residing in Resident's unit as compared to all authorized occupants in all units in the Property as of the first day of the month. Resident represents that all occupants that will reside in Resident's unit are identified in this Agreement. Resident agrees to immediately notify HACSB at any change in the number of occupants.

(If checked) **Dividing the bill equally among all units in the Property:** Resident's share is ____% of the bill.

(If checked) **Utility Billing Service:** HACSB currently uses the services of ("Utility Billing Company") to bill for *[list Utilities.]* HACSB reserves the right to change utility billing service providers at any time. If HACSB changes the utility billing service during Resident's tenancy, Resident will be notified. The Utility Billing Company is not the utility provider.

(If checked) **HACSB Billing.** HACSB bills utilities to Resident. The payment instructions on page 1 apply to utility billings as well as to any other payments due from Resident to HACSB, except as modified below.

Utility Billing Statements. Resident will receive monthly billing statements. Residents will generally receive bills on approximately the ____ day of the month (i.e. utilities consumed in January will be billing on approximately ____). Billing statements are payable within ____ days of the statement date. The due date for Base Rent and utility charges may not coincide. Resident's failure to pay the utility charges by their due date will be considered a material breach of the Agreement, grounds for termination of the tenancy, and if allowed by law, we may discontinue providing the utilities to you. Utility billings will be prorated as necessary.

(If checked) **Resident's Meter Includes Utilities Consumed in Common Areas.** Resident's gas electric water meter or submeter measures utilities consumed in both the Residence and in the following common area: ____ Resident will be responsible for these utilities.

INITIAL AMOUNTS DUE:

The following initial amounts are due under this Agreement as specified:

Category	Total Due	Payment Received by HACSB & Date	Balance Due	Balance Date Due
Security Deposit	\$	\$	\$	\$
Base Rent from _____ (date) through _____ (date) If any concessions have been granted to Resident for any portion of this time period, the amount above is the Base Rent due after application of the concession amount.	\$	\$	\$	\$
Other (describe):	\$	\$	\$	\$
Other (describe):	\$	\$	\$	\$
Other (describe):	\$	\$	\$	\$
Total	\$	\$	\$	\$

The payments described above must be made by: Money Order Cashier's Check Cash Personal Check

AGREEMENT, ADDENDA AND OTHER WRITTEN MATERIALS PROVIDED TO RESIDENT:**List all other addenda**

<input type="checkbox"/> Inspection/Move-In Move-Out form <input type="checkbox"/> Emergency procedures and information. (If the Residence is in a Property two or more stories, and contains 3 or more Residences, where the front door opens into an interior hallway or an interior lobby area)	<input type="checkbox"/> Acknowledgment of Public Housing (PH) Information Handbook <input type="checkbox"/> Grievance Procedure	<input type="checkbox"/> Notice of Maintenance Service and Resident Charges <input type="checkbox"/> Appliance Certification <input type="checkbox"/> Smoke and Carbon Monoxide Detector Policy <input type="checkbox"/> Notice of Non-Liability and Insurance Facts for Renters
Office Address: Hours: 9:00 am – 4:00 pm, closed alternating Fridays Telephone Number: Emergency Maintenance Telephone Number:	ADDENDA: <input type="checkbox"/> Family Obligations Addendum <input type="checkbox"/> Community Service Addendum <input type="checkbox"/> PH Crime Free Addendum <input type="checkbox"/> Zero Tolerance Fraud Addendum <input type="checkbox"/> Excess Water Usage Addendum <input type="checkbox"/> Pet Registration <input type="checkbox"/> Utility Transfer Addendum <input type="checkbox"/> Smoke Free Addendum	NOTICES: <input type="checkbox"/> Proposition 65 Brochure <input type="checkbox"/> Protect Your Family From Lead <input type="checkbox"/> Lead records and reports (if applicable) <input type="checkbox"/> Asbestos records and reports (if applicable) <input type="checkbox"/> Pesticide Notice (Chemical Disclosure) <input type="checkbox"/> Move-In Follow-up inspection <input type="checkbox"/> Debts Owed to PH agencies <input type="checkbox"/> Other:

B. DEFINITIONS: Each capitalized term in this Agreement has the definition specified below unless otherwise defined in this Agreement.

AGREEMENT: This Residential Lease/Rental Agreement.

LANDLORD: The Housing Authority of the County of San Bernardino (HACSB)

HACSB'S RELATED PARTIES: The Property Manager and the respective officers, directors, members, managers, partners, shareholders, employees, affiliates, agents and representatives of both HACSB and Property Manager.

RESIDENT'S RELATED PARTIES: Other Co-Residents, Occupants, members of your household, your family, guests, agents and other visitors.

RESIDENCE: The Residence is identified in the Variable Lease Term section, and includes all appliances, furniture and fixtures that we provide to you ("Personal Property.") The appliances and furniture are described in the Inventory/Move-In Move-Out form.

PROPERTY: If the Residence is a unit in a multi-family complex, the Residence and the complex are collectively referred to as "the Property." If the residence is a single family residence, "the Property" refers to the Residence alone.

C. PRIMARY AGREEMENT TERMS:

1. **PARTIES.** This Agreement is entered into between HACSB and Resident(s). HACSB may be identified in this Agreement as “we” or “us.” Resident(s) may collectively be referred to in this Agreement as “you.”
 2. **AGREEMENT.** You rent the Residence from us.
 3. **TERM.** The Agreement term will begin on the Commencement Date and continue until the Termination Date. Note that this Agreement contains provisions that could alter the Term.
- If the Variable Lease Term section is not checked to indicate an automatic continuance of the Agreement on a month-to-month basis after the Termination Date, you must vacate the Residence by the Termination Date (unless you and HACSB agree in writing to extend the term).
 - **If the Variable Lease Term section is checked to indicate an automatic continuance of the Agreement on a month-to-month basis after the Termination Date, the Agreement will continue after the Termination Date until either party terminates the Agreement by giving the other party at least thirty (30) days written notice, or as otherwise specified by law.**

D. PAYMENTS:

4. **RENT.** You must pay us the **Resident Rent** amount specified in Section A of the Variable Lease Term section of this Agreement. Certain additional amounts due to us are also specified in the Variable Lease Term section. All additional amounts due under this Agreement will be deemed Additional Rent. Collectively, Resident Rent and Additional Rent are referred to as "Rent." We reserve our right under Civil Code §1479 to apply any payments that we receive to any amounts due (whether Rent, late fees or any other Additional Rent amount) in any manner that we choose. Unless otherwise specified in this Agreement, all amounts are payable in advance, on the first day of each calendar month, without demand, setoff or deduction. The daily value of the Residence will be calculated based on a 30-day month.
5. **PAYMENT DETAIL.** Payment instructions (including forms of payment accepted, to whom payments are to be made, and the address where payments are to be made), are specified in the Variable Lease Term section. Any payments made by mail or placed in a drop box are made at your risk and must be received by us on or before the end of business on the due date. Payments received after the 5th calendar day will incur a \$50.00 late charge. You will incur a \$25.00 charge for the first dishonored check and \$35.00 for any subsequent dishonored check. After receiving any dishonored check, we reserve the right to require all further payments from you to be made by money order, certified check or cashier's check.

If you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution

6. **OTHER CHARGES.** In addition to rent, RESIDENT(S) is responsible for the payment of:
 - A. RESIDENT(S) shall pay for the cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas, or grounds beyond normal wear and tear, caused by RESIDENT(S), household members, or guests. When the HACSB determines that needed maintenance is not caused by normal wear and tear, RESIDENT(S) shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by the HACSB or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to the HACSB for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged.
 - B. Copies of the Schedule of Charges are posted in HACSB offices and may be obtained by RESIDENT(S) upon request. Maintenance and repair charges are payable after notice. Failure to pay maintenance and repair charges is grounds for eviction.
7. **SECURITY DEPOSIT.** We will hold the Security Deposit in compliance with California Civil Code §1950.5. We will fully refund it to you if you comply with all of your rental obligations. Unless required by law, we will not hold the Security Deposit in trust, deposit it in a segregated account, invest it in an interest-bearing account, nor pay you any interest on the Security Deposit. If you do not comply with all of your rental obligations, we may use the security deposit to:
 - Compensate us for your payment default; or breach of any other obligation under this Agreement, including the cost of recovering possession of the Residence, rental commissions, advertising expenses and other costs incurred because of your breach of the Agreement and the Rent and other amounts due through the end of the Agreement term, (including Rent due up through the date that you vacate the Residence, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Agreement term) and any other amount necessary to compensate us for your breach of the Agreement, minus amounts that we reasonably could have avoided;
 - Clean the Residence at the termination of the tenancy, if not returned to us at the same level of cleanliness as received;
 - Remedy future defaults by you in any obligation to restore, replace or return personal property or appurtenances, exclusive of ordinary wear and tear; or
 - Repair damages to the Residence and Property, exclusive of ordinary wear and tear, caused by you or your Related Parties. Damage or deterioration of the Residence is not ordinary wear and tear if it could have been prevented by good maintenance practices by you, or if you failed to notify us of a maintenance issue in a timely fashion in writing so that we could prevent the damage or deterioration.

You may not use the Security Deposit in lieu of last month's Rent or other amounts due under this Agreement.

If we are aware that you intend to vacate the Residence, we will give you written notice of your right to a pre-move out inspection as required by law. The purpose of this inspection is to allow you the opportunity to identify and correct any deficiencies in the Residence in order to avoid Security Deposit deductions. If you notify us that you want the inspection, we will inspect the Residence (no earlier than two weeks before termination of the tenancy) and provide you with an estimated itemized statement specifying repairs or cleaning to be made at your expense. Except as otherwise specified in this Agreement, you may make these repairs yourself, or clean the Residence yourself, before you move out to avoid these deductions from your Security Deposit. You have the right to be present during the inspection.

Within 21 days after you return possession of the Residence to us, we will provide you with a refund of any amounts due to you from the Security Deposit, plus an accounting of how we have used any portion of the Security Deposit that we have retained. If the Security Deposit is insufficient to satisfy the total charges, we will send to you an itemized bill payable on demand. Any Security Deposit refund may be paid by one check jointly payable to all Residents but delivered to only one Resident at the last

known address of any Resident. The amount of any refund and deductions will be calculated without regard to who paid the Security Deposit or whose conduct resulted in any deductions.

8. **LATE CHARGES** You will be obligated to pay to us the Late Charge if you fail to pay any amount due under this Agreement within the time period specified in the Variable Lease Term section. You agree that it would be impracticable or extremely difficult to fix the actual damage to us and that the Late Charge is a reasonable estimate of the actual damages that the parties reasonably believe would occur as a result of late payment. Late Charges are in addition to, and not in lieu of, any of our other remedies.

FAILURE TO MAKE ALL PAYMENTS DUE BEFORE THE COMMENCEMENT DATE. If you fail to make all payments specified in the section entitled "Initial Amount Due" before the specified date:

- We have no obligation to give you possession of the Residence; and
- We may rescind this Agreement and keep any portion of funds that you have paid (if any) necessary to compensate us for your breach of this Agreement.

E. ADDITIONAL AGREEMENT TERMS:

9. **APPLIANCES.** Use all appliances in a safe manner and only as intended. Do not overload dishwashers and use only detergents made for automatic dishwashers. Turn on cold water before starting the garbage disposal, do not overload the disposal, and do not grind bones or other hard objects, rinds, sticky or stringy foods, or put an excessive volume of material in the garbage disposal. To avoid clogs for which you will be responsible, do not put paper towels, diapers, sanitary napkins, food, baby wipes, cotton swabs, non-flushable clumping kitty litter, or other items that are not meant to be flushed in the toilets, and do not pour grease down the drain. You will be responsible for blockages that you cause. If the Residence does not have a frost free refrigerator, defrost the refrigerator when there is approximately one inch of frost. Do not use sharp objects to defrost the freezer.

You must obtain our written consent before installing any washer, dryer, refrigerator with water dispenser or icemaker. If we grant consent, it may be granted conditionally. Due to concerns about energy consumption, overloading the existing electrical supply, and damage to the Property, consent for appliance installation may be granted on conditions such as: (i) your agreement to allow us to install them (and to pay us the reasonable costs of installation); (ii) the use of specific types of hoses; (iii) maintenance of renter's liability insurance with coverage amounts that we will specify; (iv) utilization of drip trays and water leak detector/alarms; (v) your agreement to compensate us for any losses related to the use or presence of the appliance; and (vi) your agreement to pay for additional utilities consumed. If written consent to make alterations is given, you will still be required to return the unit to its original condition upon release of the tenancy.

Appliances	Column 1 - "X" if Owner Provided	Column 2 - "X" if Resident Provided
Stove		
Refrigerator		
Other (specify):		

10. **ASSIGNMENT, SUBLETTING AND TRANSFER BY RESIDENT.** Your interest in the Residence and this Agreement may not be assigned, sublet or otherwise transferred. Any assignment, subletting or transfer (whether by your voluntary act, operation of law, or otherwise), will be void, and we may elect to treat it as a non-curable breach of this Agreement.

11. **ASSIGNMENT BY HACSB.** During your tenancy, we may transfer or encumber our interest in the Property. You must look solely to our transferee for performance of our obligations relating to the period after the transfer. Your obligations under this Agreement will not otherwise be affected by any transfer. Your rights in the Residence are subject to and subordinate to any existing or future recorded deed of trust, easement, lien or encumbrance. If a lender forecloses on the Property, you agree to recognize the purchaser as the HACSB under this Agreement if you are requested to do so.

12. **AUTOMOBILE WASH AND REPAIR.** Automobile washing, repair and oil changing is not permitted on the property, including but not limited to unregistered, inoperable and stored vehicles.

13. **BALCONIES, PATIOS AND WINDOWS.** Please do not shake or hang rugs, towels and clothing from windows. Do not put plants or other items on balcony or patio walls. Potted plants are to be limited up to 7 total, no more than 3 feet tall, must be in a pot suited for plants and can not touch the building. If your balcony or patio is visible from outside your Residence, do not keep anything on it other than patio furniture. No household furniture or appliances are permitted outside of the unit. The hanging of items to fascias or walls is prohibited

14. **BARBEQUE GRILLS.** If allowed on the Property, barbeque grills are limited to 1 per unit and may be used only in designated areas, and only in compliance with applicable laws. Cities and counties that have adopted the California Fire Code prohibit charcoal burners and other open-flame cooking devices on combustible balconies or within 10 feet of combustible construction unless (1) the Property is a single family residence or duplex, (2) the buildings, balconies and decks are protected by an automatic sprinkler system, or (3) a liquefied-petroleum LP (which includes propane) gas fueled cooking device having a LP gas container of 1 pound or less is used.

15. **BEDBUGS AND PESTS.** Bedbugs are wingless parasites about 1/5th inch long. Adult bedbugs are rusty red or mahogany. Immature bedbugs are smaller and are a lighter, yellowish-white color. Bedbugs feed on blood from humans, pets, birds and other animals, primarily at night while the host is sleeping. During the day, bedbugs hide in crevices such as seams in mattresses and box springs, bed frame cracks, behind picture frames, and inside furniture and upholstery.

In the past, bed bug infestations were primarily associated with crowded and dilapidated housing. However, bedbug infestations are becoming more common and can be found even in first class hotel and living accommodations. The increase may be the result of increased human travel, movement of infested luggage and items, and changes in the pesticides available to control this pest. Bed bugs are transferred to new locations on people, their clothing, furniture, bedding, and luggage.

Bedbug treatment is challenging. It requires the full cooperation of the residents in affected units, professional treatments over several weeks, and treatment and/or discarding of furniture, clothing, and personal property. Because of the difficulty of bedbug extermination, and because of the risk that bedbugs could spread into other units, you agree that if bedbugs are found, you will immediately contact us, and will not attempt to personally exterminate bedbugs without professional assistance.

“Pests” include (but are not limited to) ants, bedbugs, cockroaches, fleas, mites, spiders, termites, mice, rats, other vermin and insects. We have inspected the Residence and are unaware of any pests in the Residence. At move-in, you will complete and sign a Move-In/Move-Out Statement documenting the condition of the Residence. If you fail to report defects in the Move-In/Move-Out Statement, it will be presumed that the Residence has been delivered in good condition and free of pests.

You agree to cooperate with our pest control efforts by:

- Keeping the Residence clean and uncluttered;
- Promptly advising us of any pest control needs, or any condition indicating a bedbug infestation in the Residence or Property (such as itchy welts on skin, bedbugs, blood spots (either brown or red) or bedbug excrement spots (brown or black) on bedding, furniture or other items, or a sweet odor). We are not responsible for any condition about which we are not aware and bedbugs require professional pest control treatment;
- Inspecting all luggage, bedding, clothing, and personal property for bedbugs and other pests before move-in, returning home after traveling and/or bringing new items to the Residence. You will allow us to do the same upon request. If we have a concern about possible infestation, we may (but will not be obligated to) either prohibit you from bringing the item into the Residence and Property or require you to have the item professionally treated at your expense before the item is brought into the Residence or Property.
- Refraining from bringing into the Residence discarded furniture (found in or by a dumpster or elsewhere). Furniture may have been discarded because of a bedbug infestation;
- Providing us with access to Residence for our pest control assessments and pest control treatment;
- Following our instructions to prepare the Residence for pest control treatment and/or vacating the Residence when necessary in connection with our pest control efforts
- Upon our request, promptly providing us with copies of all records, documents, sampling data and other materials relating to the condition of the Residence.

16. BICYCLES SKATEBOARDS, SCOOTERS, ROLLERBLADES AND SKATES. Pedestrians have the right of way on all sidewalks, walkways and other pedestrian areas throughout the Property. Bicycles, skateboards, scooters, roller blades/skates and other wheeled apparatus must be used with care, to avoid Property damage, injury and danger for others.

17. CARBON MONOXIDE DETECTION: If the Residence is equipped with a functioning carbon monoxide detection device(s), you will be responsible for testing the device(s) weekly and immediately reporting any repair needs to us. Damage caused by tampering with the detection device will be charged in accordance with the Schedule of Maintenance Charges.

18. COMMON AREA AMENITIES. If the Residence is part of a multi-family residential complex, various services, equipment and facilities (“Common Area Amenities”) may be provided for your use at your own risk. Common Area Amenities include all areas and facilities outside of the Residence, within the Property, that are provided and designated by us for the general non-exclusive use of Property residents. Common Area Amenities may include, but are not limited to meeting rooms and clubhouses, laundry facilities, exercise facilities, storerooms, swimming pools, spas, common entrances, lobbies, hallways, staircases, public restrooms, elevators, loading areas, trash areas, roads, sidewalks, walkways, and landscaped areas. Common Area Amenities are for the exclusive use of you and other Property residents and occupants. Use of Common Area Amenities is subject to the restrictions described in rules or instructions provided at the Property. You may be required to carry and display identification to enter and/or utilize Common Area Amenities. If we allow guests to utilize Common Area Amenities, you may have no more than two guests (accompanied by you) unless we agree otherwise. We may restrict Common Area Amenity usage for repairs or renovations. We may restrict meeting rooms and clubhouse usage for private parties. Do not leave any personal property in common areas. Inflatable leisure structures including, but not limited to: Inflatable pools and inflatable bounce houses, slip and slides or like items are not permitted. Common areas are not for public use.

19. CONDUCT AND COMPLIANCE WITH AGREEMENT, LAW AND RULES. You are responsible for your own actions, and the actions of your Related Parties. You and the others for which you are responsible:

- May not create a nuisance on the Residence or Property, and may not disturb other Property residents or neighbors with excessive noise (loud televisions, stereos, voices, etc.) or otherwise;
- Must comply with all HACSB rules, regulations and instructions (including posted signs and those specified in this Agreement), and all laws, statutes, ordinances, and requirements of all city, county, state, and federal authorities. We may periodically modify the rules and regulations by delivering a copy of the modifications to you or posting the rules and regulations at the Property;
- Must refrain from, and to cause household and guests to refrain from, destroying, defacing, damaging, or removing any part of dwelling unit or complex;
- Must take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises. Must notify us in writing of any dangerous condition, deterioration or damage to the Residence and Property (including Common Area Amenities) so that we may make necessary repairs;

- Are responsible for damage to the Residence and Property caused by the action or inaction of you and your Related Parties. You agree to indemnify, defend (with counsel of our choice), and hold us harmless for any liability, costs (including reasonable attorney fees), or claims resulting from your breach of this Agreement or the negligence, violation of law, or willful misconduct of you or your Related Parties;
 - Must use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for RESIDENT(S), household members, and neighbors. RESIDENT(S) SHALL NOTIFY THE HACSB PROMPTLY OF ANY KNOWN NEED FOR REPAIRS TO THE DWELLING UNIT, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the complex. RESIDENT'S failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs. In the event damages were caused by resident (or guest), the cost of said repairs shall be paid by the resident.
20. **CONSTRUCTION.** If specified above in the Variable Agreement Term section, construction is ongoing at the Property, and details are provided in the Variable Agreement Term section. There may be inconveniences associated with construction, and you agree that the Rent specified in the Variable Agreement Term section is fair and reasonable while construction is ongoing. You agree that any inconvenience caused by ongoing construction will not give you an offset to rental obligations, or be the basis for a complaint against us for rent relief, or any other claim, right, or remedy against us, including constructive eviction. Although an estimated completion date may be specified, we do not guarantee the construction completion date. We will require the construction to be done in a commercially workmanlike and reasonable manner, and the general hours of construction will be specified in the Variable Agreement Term section.
21. **CONTINUING LIABILITY.** If you vacate the Residence, or this Agreement is terminated, this will not relieve you of any obligation to pay or reimburse sums to us or to indemnify or hold harmless or defend us from any loss or claim, where the obligation arises during the term of this Agreement or before you vacate the Residence, unless we specifically agree otherwise in writing.
22. **CORRESPONDANCES:**
- RESIDENT(S) Correspondence to HACSB.**
Correspondence to the HACSB shall be in writing, delivered to the complex office or the HACSB central office or sent by prepaid first-class mail properly addressed.
- HACSB Correspondence to RESIDENT(S).**
- a. Correspondence to RESIDENT(S) must be in writing, delivered to RESIDENT(S) or to any adult member of the household residing in the dwelling unit, or sent by prepaid first-class mail addressed to RESIDENT(S).
 - b. Unopened, cancelled, first class mail returned by the Post Office shall be sufficient evidence that correspondence was given.
 - c. If RESIDENT(S) is visually impaired, all correspondences must be in an accessible format.
23. **CRIME-FREE COMMUNITY.** You and your Related Parties:
- May not engage in criminal activity on, off or near your Residence or the Property;
 - May not permit your Residence or the Property to be used to facilitate criminal activity, regardless of whether the individual engaging in such activity is a member of your household, or a guest;
 - May not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in Health & Safety Code §11350, et seq., at any locations, whether on, off or near your Residence, the Property or otherwise;
 - Not to display, use or possess or allow members of RESIDENT(S)'S household or guests to display, use, or possess any firearms (operable or inoperable) or other offensive weapons as defined by the laws and courts of the State of California anywhere in the unit or elsewhere on the property of the HACSB.
 - "Criminal activity" is any activity in violation of laws, ordinances and requirements of city, county, state and federal authorities, including: prostitution (defined in Penal Code §647(b)); criminal street gang activity, (defined in Penal Code §186.20 et seq.); assault and battery, (prohibited in Penal Code §240); burglary, (prohibited in Penal Code §459); the unlawful use and discharge of firearms, (prohibited in Penal Code §245); sexual offenses, (prohibited in Penal Code §269 and 288), drug-related criminal activity, or any breach of this Agreement that otherwise jeopardizes the health, safety and welfare of us, other residents or occupants of the Property or neighbors or involving imminent or actual serious property damage. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]);
 - **A single violation of any of the provisions above will be a material and non-curable breach of this Agreement and good cause for immediate termination of your tenancy. Unless otherwise provided by law, proof of violation will not require criminal conviction, but will be by a preponderance of the evidence.**
24. **DAMAGE TO RESIDENCE.** If the Residence is significantly damaged or destroyed by fire, earthquake, accident or other casualty (by no fault of you) that renders the Residence uninhabitable, either you or HACSB may terminate this Agreement by giving the other written notice of election to terminate. If the Agreement is not terminated, we will promptly repair the damage, and Rent will be reduced based on the extent to which the damage interferes with your use of Residence (unless we provide you

with alternate housing). If you or your Related Parties cause the damage, we will have the right of termination, but you will not have that right and there will be no Rent reduction, in this case the cost of the repairs shall be paid by the resident.

In the event repairs are not made in accordance with the statement above or alternative accommodations are not provided, abatement of rent shall occur in proportion to the seriousness of the damage and loss in value as a dwelling. **NO ABATEMENT OF RENT SHALL OCCUR IF THE RESIDENT(S) REJECTS ALTERNATIVE ACCOMMODATIONS OR IF THE DAMAGE WAS CAUSED BY THE RESIDENT(S), RESIDENT(S) HOUSEHOLD, OR GUESTS.**

25. **DELAY IN POSSESSION.** If we cannot deliver possession of the Residence to you on the Commencement Date for any reason, we will not be liable for the delay, nor will this affect this Agreement's validity, or extend the term of the Agreement. However, you will not be obligated to pay Rent or perform any other obligation under this Agreement (other than pay the amounts due specified in the Variable Lease Term section) until we tender possession of the Residence to you. If we have not tendered possession of the Residence to you within three days of the Commencement Date, you may cancel this Agreement any time before we tender possession of the Residence to you.
26. **DISABILITIES - REASONABLE MODIFICATIONS AND ACCOMMODATIONS.** Notwithstanding any other provision under this Agreement, upon prior written permission and verification as required by HUD/DOJ guidelines, we agree (1) to make reasonable accessibility modifications to the Residence as required by law for people with disabilities; and (2) to provide reasonable accommodation as required by law to people with disabilities, (making changes or exceptions to rules, policies, procedures or services), including but not limited to, allowing assistive animals.
 - (A) The HACSB will make reasonable accommodations in lease and other policy requirements, upon request, and provision of written verification that: 1) the resident is disabled as defined by California law; and 2) the accommodation is related to, and needed because of, the disability (unless either or both are apparent).
 - (B) Accommodations are not reasonable if they require a fundamental alteration in the nature of the program or impose undue financial and administrative burdens on the HACSB.
 - (C) For transfers due to disability-related needs see section 58 of this contract.
27. **ENTRY.** We and our Related Parties will have the right to enter the Residence as allowed by law. Law permits entry in case of emergency, to make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, to test smoke and carbon monoxide detectors, to exhibit the Residence to prospective or actual purchasers, mortgagees, residents, workmen or contractors, to make an inspection pursuant to subdivision (f) of Civil Code §1950.5, when you have abandoned or surrendered the Residence and pursuant to court order. Unless you have given us permission to enter, we will give you written notice at least 24 hours before entry unless entry is due to (1) an emergency, (2) surrender or abandonment of the Residence, (3) exhibit the Residence to prospective or actual purchasers, if we have notified you in writing within 120 days of the oral notice that the Property is for sale and you were informed that you may be contacted to allow for an inspection; or (4) we have agreed to a date and time within a one week time period when we will enter to make repairs.
28. **ESTOPPEL CERTIFICATES.** Within five (5) days of our written request, you must execute and deliver to us a written statement certifying that this Agreement is unmodified and in full force and effect (or if modified, describing the modification). Your statement will include any other details we request. Any prospective Property purchaser or encumbrance may rely upon your written statement. If you fail to deliver a statement within the specified time, it will be conclusively presumed that (1) this Agreement is unmodified and in full force and effect, except as we otherwise indicate, (2) there are no uncured defaults in our performance, and (3) any other details specified by us originally requested of you.
29. **FURNITURE MOVING.** We may designate times and methods for moving furniture, and other household goods to or from the Residence. We will not be liable for any loss resulting from the unavailability of elevator service to move furniture or other household goods, or otherwise to move into or out of the Residence.
30. **GARBAGE.** You must dispose of all garbage, waste and recyclable materials in designated containers and/or designated areas and in accordance with applicable law and our instructions. Unless we indicate otherwise, you may not dispose of large items in Property garbage containers and/or areas. All boxes must be broken down and crushed before placing them in the appropriate container.
31. **GUESTS.** Accommodation of Resident's guests or visitors are permitted for a period not exceeding fourteen (14) days each year. Permission may be granted, upon written request to the HACSB, for an extension of this provision. Please refer to the Housing Authorities Admissions and Continued Occupancy Policy.
32. **HARASSMENT.** Resident and people under Resident's responsibility (i.e. Other Co-Residents, Occupants, members of your household, your family, guests, agents and other visitors) may not harass (sexually or otherwise) HACSB or HACSB's Related Parties, and others at the Property. Violation of this Agreement provision is a breach of this agreement and grounds for termination of Resident's tenancy.
33. **INSPECTIONS:** The HACSB will inspect the unit at least annually to check needed maintenance, RESIDENT(S) housekeeping, and other lease compliance matters. RESIDENT(S) will receive a written statement of the charges, if any, for repairs or removal of non-approved alterations to the unit.

34. **INSURANCE: HACSB AND HACSB'S RELATED PARTIES DO NOT INSURE YOUR PERSONAL PROPERTY.** If indicated in the Variable Lease Term section, you are required to maintain a renter's insurance policy throughout your tenancy., **However, if you are not required to maintain renter's insurance, we strongly recommend that you purchase a renter's insurance policy to protect yourself against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism.**
35. **KEYS AND OPENING DEVICES.** Because we may need access to the Residence in case of an emergency, you may not change any locks or install additional security devices in the Residence without our consent. If permission is granted, you may not later remove locks or the additional security devices without our consent.
36. **LANDSCAPING.** Landscaping will be maintained and watered by the parties as specified in the Variable Lease Term section.
37. **LAUNDRY FACILITIES.** If laundry facilities are available at the Property, the laundry facilities are for the exclusive use by Property residents. Clothes, laundry baskets, and detergents should not be left unattended in the laundry areas. Remove laundry as soon as the machine shuts off and dispose of lint, empty containers, and softening sheets in a trash can. No dye or flammable solutions are permitted.
38. **LIABILITY.** We will not be liable for any damage or injury to you or others, or to any property, occurring on the Property, unless the damage was caused by our fraud, negligence, violation of law, or willful misconduct. We and our Related Parties do not insure your personal property. Even if renter's insurance is not required, we strongly recommend that you purchase a renter's insurance policy to protect against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism.
39. **MAINTENANCE, ALTERATIONS, AND RESIDENCE CONDITION.** At the beginning of the tenancy, the parties will complete and sign an Inventory/Move In/Move Out form documenting the condition of the Residence and an inventory of appliances, furniture, and furnishings (if applicable). If you fail to report any defects on the Inventory/Move In/Move Out form, it will be conclusively presumed that the Residence and Personal Property are in good condition. During your tenancy, you must keep the Residence clean. You may not paint, wall paper, add adhesive shelf liner, or make other alterations to the Residence without our prior written consent. If written consent to make alterations is given, you will still be required to return the unit to its original condition upon release of the tenancy. We will supply the Residence with functioning light bulbs before you take possession of the Residence. You will be responsible for replacing nonfunctional light bulbs at your expense. You acknowledge that we have not made any promises to make any changes to the Property except as specified in this Agreement. You must maintain a temperature of at least 55°F in the Residence to prevent the pipes from freezing.
40. **MANAGEMENT.** The Property Manager identified in the Variable Lease Term section is authorized to manage the Residence on our behalf and is authorized to act on our behalf for the purpose of receiving service of process, notices, and demands.
41. **MOLD.** Mold consists of naturally occurring microscopic organisms. Mold breaks down and feeds on organic matter in the environment. When moldy materials are damaged or disturbed, mold spores and other materials may be released into the air. Exposure can occur through inhalation or direct contact. Most molds are not harmful to most people, but it is believed that certain types and amounts of mold may lead to adverse health effects in some people.

A certain amount of mold exists in every home. Controlling moisture and proper housekeeping are necessary to limit mold growth. We have inspected the Residence and are not aware of any mold problems or currently existing conditions that may contribute to mold growth in the Residence. You agree to maintain the Residence in a manner that prevents mold growth. You specifically agree to:

KEEP THE PROPERTY CLEAN

- Maintain good housekeeping practices and regularly dust, vacuum and mop to keep the Residence free of dirt and debris that can contribute to mold growth
- Use household cleaners on hard surfaces
- Remove garbage regularly and remove moldy or rotting items promptly from the Residence (whether food, wet clothing, or other materials)

CONTROL MOISTURE IN THE PROPERTY AND INCREASE AIR CIRCULATION

- Use hood vents when cooking
- Use exhaust fans when bathing/showering until moisture is removed from the bathroom
- Hang shower curtains inside the bathtub when showering or securely close shower doors.
- Leave bathroom and shower doors open after use
- Use air conditioning, heating and fans as necessary to keep air circulating throughout the Residence
- Water all indoor plants outdoors
- Close windows and doors (when appropriate) to prevent rain and other outdoor water from coming inside the Residence
- Open windows when appropriate to increase air circulation
- Wipe up visible moisture

- If there is a washer in the Residence, periodically check the washer hose
- If a dryer is installed in the Residence, ensure that the vent is properly connected and clear of any obstructions and clean the lint screen regularly
- Ensure good air circulation in closets, cupboards and shelves by periodically keeping them open, not stacking items tightly, and/or using products to control moisture

PERIODICALLY INSPECT THE UNIT FOR MOISTURE AND MOLD

- The most reliable methods for identifying the presence of elevated amounts of mold are (1) smell and (2) routine visual inspections for mold or signs of moisture and water damage. You agree to conduct an inspection of the property (both visually and by smell) for the presence of mold growth inside the Residence at least once per month. The inspection will include but is not limited to:
 - Window frames, baseboards, walls and carpets
 - The ceiling
 - Any currently or formerly damp material made of cellulose (such as wallpaper, books, papers, and newspapers)
 - Appliances (including washers/dryers/dishwashers and refrigerators)
 - Around all plumbing fixtures (toilets, bathtubs, showers, sinks and below sinks)
 - Areas with limited air circulation such as closets, shelves and cupboards
 - Personal property

YOU AGREE TO PROMPTLY REPORT TO US IN WRITING:

- Visible or suspected mold that you do not clean as explained below. Mold may range in color from orange to green, brown, and/or black. There is often a musty odor present.
- Overflows or leaks around showers/bath/sink/toilet/washers/refrigerator/air conditioners
- Plumbing problems
- Discoloration of walls, baseboards, doors, window frames, ceilings
- Loose, missing or failing grout or caulk around tubs, showers, sinks, faucets, countertops
- Clothes dryer vent leaks
- Any non-operational windows, doors, fans, heating or air conditioning units
- Any evidence of leaks or excessive moisture in the Residence or on the Property
- Any maintenance needed at the Property

YOU AGREE THAT YOU WILL NOT:

- Bring any personal property into the property that may contain high levels of mold, especially “soft possessions” such as couches, chairs, mattresses, and pillows
- Stack items against walls in a manner that decreases air circulation and may lead to mold
- Maintain an excessive number of indoor plants
- Maintain a fish tank or other water filled container without our written consent

If a small amount of mold has grown on a non-porous surface such as ceramic tile, Formica, vinyl flooring, metal, or plastic, and the mold is not due to an ongoing leak or moisture problem, you agree to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non-staining cleaner such as Lysol Disinfectant®, Pine-Sol Disinfectant®, Tilex Mildew Remover®, or Clorox Cleanup®. Because Tilex Mildew Remover® and Clorox Cleanup® contain bleach (which may discolor some materials), they may not be appropriate cleaners if discoloration could be a problem.

You agree to comply with all instructions and requirements necessary to prepare the Residence and/or Property for investigation and remediation, to control water intrusion, to control mold growth, or to make repairs. Storage, cleaning, removal, or replacement of contaminated or potentially contaminated personal property will be your responsibility unless the elevated mold growth was the result of our negligence, intentional wrongdoing or violation of law. We are not responsible for any condition about which we are not aware. You agree to provide us with copies of all records, documents, sampling data and other material relating to any water leak, excessive moisture, mold conditions in the Residence or Property as soon as you obtain them. Violation of any of the provisions of this section will be a material breach of this Agreement.

42. **MOVE-OUT OBLIGATIONS.** At termination of this Agreement, you must (a) give us all of your keys and other opening devices to the Residence, including any common areas; (b) surrender the Residence to us empty of all personal property and persons; (c) vacate all parking and storage spaces, if any; (d) deliver the Residence to us in the same condition as received, reasonable wear and tear excepted; (e) clean the Residence to the level of cleanliness as received; (f) and give us written notice of your forwarding address. At termination of the tenancy, we reserve the right to remove any improvements that you installed, whether or not we authorized the improvements, at your expense. Rent will continue to accrue until move out obligations and Notice requirements are fulfilled.
43. **MULTIPLE RESIDENTS.** If there is more than one Resident under this Agreement, each Resident is jointly and severally liable for all rental obligations. Violation of this Agreement by any Resident or Resident’s Related Parties is deemed a violation by all Residents. Requests and notices from us to any Resident will constitute notice to all Residents and Occupants. Any notices from, consents by or actions taken by any Resident are deemed to be a notice from, consent by, or action of all

Residents. All demonstrations, inspections and explanations made by us to one of the Residents will be binding on all Residents as if made to each of them. Any Resident or Occupant who has permanently moved out according to another Resident may, at our option and discretion, no longer be entitled to occupancy of or keys to the Residence. However, the termination of that person's right of occupancy will not release that person from any and all obligations under this Agreement or any renewal, unless we specifically agree otherwise in writing.

44. MILITARY – EARLY TERMINATION. You may terminate this Agreement before the Termination Date specified on page one (1) if:

- (i) You become a member of the Armed Forces of the United States after you enter into the Agreement; or
- (ii) You are or become a member of the Armed Forces of the United States and receive:
 - Orders for a permanent change of station; or
 - Orders to deploy for a period of at least 90 days.

You must give us written notice of termination, and the new termination date must be at least 30 days after the first date on which the next rental payment is due and payable. (For example, if you served the notice on January 15th, your tenancy would terminate on March 1.) You must furnish to us proof to establish that you qualify for this limited exception. Proof may consist of any official military orders, or any notification, certification, or verification from the service member's commanding officer regarding the service member's current or future military duty status. Military permission for base housing does not constitute a permanent change-of-station order.

45. OCCUPANTS. The Residence may be occupied only by the Resident(s) and all other authorized Occupants specified above in the Variable Lease Term section, AS DESCRIBED UNDER Household Composition on page 1 of this document.

46. PARKING/GARAGE/VEHICLES. If parking spaces or garages are assigned, you may park on the Property only in the garage or parking space(s) specified in the Variable Lease Term section. We reserve the right to temporarily or permanently change your parking space(s) or garage and to assign another to you with 5 days prior notice to you. We may issue parking stickers or other devices to control parking. If issued, you must use the parking control devices. If specified in the Variable Lease Term section, monthly Garage/Parking Rent is charged for this privilege. Parking spaces (if any) may be used only for parking passenger automobiles or light utility vehicles. Garages (if any) may be used for private automobiles and storage only, and garage doors must be kept closed and locked at all times. Vehicles not kept in compliance with applicable rules, regulations and law are subject to towing at the vehicle owner's expense. A vehicle may be towed if it: (A) has flat tires or other condition rendering it inoperable; (B) is leaking fluids; (C) has no current license or no current license sticker; (D) takes up more than one parking space; (E) belongs to a Resident or Occupant who has surrendered or abandoned the Residence; (F) is parked in a marked handicap space without the legally required handicap insignia; (G) blocks another vehicle from exiting; (H) is parked in a fire lane or designated "no parking" or "restricted parking" area; (I) is parked in a space reserved for other residents; (J) is not properly parked in a designated area; (K) blocks access to a garbage area, entrance, driveway, other parking spaces, or other area; (L) cannot lawfully be operated as a vehicle on the road; (M) has a malfunctioning alarm or has an alarm which is not silenced within 10 minutes; (N) is parked in a designated visitor or office parking space; or (O) any other reason allowed by law. Gasoline, fuels or other explosive materials may not be stored anywhere on the Property. You will be responsible for oil stains and other damage caused by your vehicles and the vehicles of your Related Parties. Parking is at the risk of the vehicle owner or operator. We will have no liability for damage to or loss of any vehicle or any personal property contained within a vehicle. Parking spaces may not be available for guests or they may be limited in number and location. Tandem parking will be permitted only with our prior written consent. Operate your vehicle safely and limit your vehicle's speed to 5 miles per hour within the Property. You must immediately vacate and remove all vehicles from the Property (a) if you do not pay parking or garage fees (if any) when due; (b) after service of any notice allowed by law; and (c) at the earlier of the Termination Date or the date that you vacate the Residence. Unless otherwise agreed by us, Garage/Parking Rent will be due during the entire term of your tenancy.

47. PETS. You may not have any pets at the Residence or on the Property without our prior written consent, which we may withhold in our sole discretion. This prohibition applies to all pets, including "visiting" pets. We grant you permission to keep any pets listed above in the Variable Lease Term section as an "Authorized Pet." If any pets are authorized you agree to follow the following rules for your pet(s):

- Pets may not cause any disturbance that might reasonably annoy neighbors including making noise, creating odors, or leaving waste on the Property.
- Any damage caused by a pet will be your responsibility and you will be charged to repair it. This includes (but is not limited to) window coverings, carpet cleaning or replacement, damage to walls, flooring, screens and common area landscape.
- Pick up after your pet(s) and properly dispose of all waste. Kitty litter must be placed in a bag before placing it in the trash.
- Use a stain and odor-removing product with enzymes (such as Nature's Miracle) as necessary, and maintain the Residence in a sanitary, odor-free condition at all times. You can determine where the stain and odor-removing product with enzymes must be used by viewing the Residence with a black light.
- If your pet is a cat, keep a scratching post.
- Pets must be licensed and vaccinated in accordance with local laws. You must provide proof if we request it.
- Comply with all local laws and regulations relating to the pets.

- Take action to avoid pest infestations (fleas, etc.) in the Residence and Property.
- You will be responsible for confining your pet if we or our Related Parties need access to the Unit.
- Pets must remain inside the Residence unless they are under direct control of a responsible person at all times. Dogs must be on a leash when outside of the Residence. You agree to indemnify and save us harmless from all liability relating to your pets. Permission to have a pet may be revoked with three days notice for cause.
- You represent to us that the pet is housebroken, has no vicious tendencies or history of threatening or causing harm to persons by biting, scratching, chewing or otherwise.
- Pets are not allowed in pool areas, clubhouses, business office, laundry rooms, business center or fitness centers. Pets may not be bathed or groomed in the laundry room sinks, pools, or pool area.
- Permission to have a pet may be revoked at any time with three days notice for cause, or with thirty days notice without cause. You will be asked to remove any pet that bothers others or constitutes a problem (potential or actual) to neighbors or others, as determined in our sole discretion. If you fail to remove your pet after being requested to do so, this will be a material breach of the Agreement, allowing us to terminate your tenancy.

48. **POSTED SIGNS AND INSTRUCTIONS FROM HACSB.** You must obey all posted signs on the Property and instructions from us.

49. **POSTING FLYERS.** Flyers may not be posted on any area of the property.

50. **REPRESENTATIONS OF RESIDENT.** You warrant that all statements in your rental application and other documents submitted by you to us (whether previously or in the future) are accurate. If they are not, this will be a non-curable breach of this Agreement and we may terminate your tenancy.

51. **SATELLITE DISHES.** You may install a satellite dish for personal, private use under the following conditions:

- Prior approval is required. All requests must be made in writing to the Property Manager.
- The satellite dish must be one meter or less in diameter;
- The satellite dish may only be installed in the Residence in areas within your exclusive control. No part of the satellite dish may extend beyond a balcony or patio railing. The satellite dish and wires may not be installed in common areas, including but not limited to the roof, outside walls, window sills, common balconies, hallways or stairways. Note that allowable locations may not provide an optimal signal, or any signal. We do not warrant that the Residence will provide a suitable location for receiving a satellite signal.
- You may not make physical modifications to the Property and may not cause physical or structural damage to the Property. No holes may be drilled through exterior walls or the roof.
- You must install, maintain and remove the satellite dish in a manner which is consistent with industry standards and you will be liable for any damage or injury caused by the installation, maintenance or removal of the satellite dish.

52. **SECURITY.** The Property is not a full security property and we do not guarantee or warrant your personal security or safety. We are not responsible for obtaining criminal-history checks on any residents, occupants, guests or contractors in the Property. We have no duty to you provide security services or devices other than the duty to provide you with (a) an operable dead bolt lock on each main swinging entry door of the Residence and (b) operable window security or locking devices for windows that are designed to be opened (except for louvered windows, casement windows and windows more than 12 feet vertically or 6 feet horizontally from the ground, a roof, or other platform). After you take possession of the Residence, we will have no obligation or duty to inspect, test or repair any lock or other security device unless you request us to do so in writing. Any cautionary measures that we take (whether applicant screening, security devices or courtesy patrol services) which may presently exist or later be installed on the Property are neither a guarantee nor warranty against criminal acts of others on the Property or otherwise. Your personal safety and security are your personal responsibility. If criminal activity occurs, you should contact the appropriate law enforcement agency.

53. **SMOKE DETECTION.** The Residence is equipped with a functioning smoke detection device(s), and you will be responsible for testing the device(s) weekly and immediately reporting any repair needs to us. Damage caused by tampering with the detection device will be charged in accordance with the Maintenance Services and Resident Charges guidelines.

54. **SMOKE FREE COMMUNITITES.** If your community is NOT designated as a smoke free development, the following provisions apply. The parties want to reduce or eliminate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking, and (iii) the increased risk of fire and insurance costs associated with smoking. "Smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form. You and your Related Parties may not smoke anywhere in the designated smoke-free areas, described in the Variable Lease Term section. You must inform your Related Parties of the no-smoking policy. Other residents of the Property are third-party beneficiaries of this Agreement provision (your smoke-free obligations and restrictions are made to benefit other Property residents as well as to us.) A resident may sue another resident for an injunction to prohibit smoking or for damages, but may not evict another resident. We will have the right, but not the obligation, to enforce your smoke-free obligations. A material breach of your smoke-free obligations will be a material breach of this Agreement and grounds for immediate termination of this Agreement and your tenancy. Neither we nor our Related Parties guarantee or warranty the smoke-free condition of the designated smoke-free areas or the health of you or your Related Parties. We make no implied or express warranties that the Residence or Property will have higher air quality standards than any

other areas. The success of our efforts to make the designated areas smoke-free are dependent on voluntary compliance by you and others. Furthermore, we reserve the right to change or eliminate our smoke-free policy in the future. You acknowledge that current residents may not be under the same smoke-free restrictions.

- 55. STORAGE.** If the residence has a storage area: The storage space may be used only for storage of non-perishable personal property, expressly excluding (a) any potentially dangerous, flammable, hazardous or toxic property or materials, and (b) any firearms or ammunition. We reserve the right to assign to you another storage space with 5 days prior notice to you. You must vacate and remove stored property (a) if you do not pay storage fees (if any) when due; (b) after service of any notice allowed by law; and (c) at the earlier of the Termination Date or the date that you vacate the Residence. Unless we otherwise agree, the Storage Rent will be due during the entire term of your tenancy. If you do not remove stored property from the storage space when required, the remaining stored property may be deemed abandoned and we may dispose of it as allowed by law.
- 56. TELEPHONES.** We will comply with California law by providing at least one usable telephone jack and maintaining the telephone wiring inside the Residence in good working condition. There may be multiple telephone service providers in the area where the Residence is located. Providers may vary in the services provided and fees charged for connection and/or other charges in service. Some service providers may charge fees of \$120.00 or more to change telephone service from another company to their own. We make no representation regarding which service provider, if any, provided service to prior residents. Our obligation to maintain inside wiring does not include liability for fees to cross-connect to activate service. You are responsible to arrange all service connections and pay any and all fees associated with the service.
- 57. TEMPORARY RELOCATION.** You agree, at our demand, to temporarily vacate the Residence for a reasonable period and for reasonable purpose, including fumigation, Residence testing/inspection, or repairs. You must comply with all instructions necessary to prepare the Residence for fumigation, testing/inspection or repair. If you are required to vacate, you will be entitled only to an abatement of Rent equal to the per diem Rent for the period that you are required to vacate the Residence, and only if we do not provide you with alternate housing.
- 58. TRANSFERS.**
1. RESIDENT(S) agrees that if the HACSB determines that the size or design of the dwelling unit is no longer appropriate to RESIDENT'S needs, the HACSB shall send RESIDENT(S) written notice. RESIDENT(S) further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.
 2. The HACSB may move a RESIDENT(S) into another unit if it is determined necessary to rehabilitate or demolish RESIDENT'S unit.
 3. If a RESIDENT(S) makes a written request for disability-related modifications, the HACSB shall modify RESIDENT'S existing unit upon the provision of written verification of disability and disability-related need (unless apparent). If the cost and extent of the modifications needed are approximately those required for a fully accessible unit, the HACSB may opt to transfer RESIDENT(S) to another unit with the accessibility features at the HACSB'S expense.
 4. A RESIDENT(S) who is housed in an accessible or adaptable unit who does not need the accessibility or adaptability features of said unit must transfer to a unit without such features at the HACSB'S expense in the event that another RESIDENT(S) or applicant need the accessibility/adaptability features of the existing unit.
 5. In the case of involuntary transfers, RESIDENT(S) shall be required to move into the dwelling unit made available by the HACSB. RESIDENT(S) shall be given fifteen (15) days time in which to move following delivery of a transfer notice. If RESIDENT(S) refuses to move, the HACSB may terminate the Lease.
 6. The HACSB will consider any RESIDENTS request for transfer in accordance with the transfer priorities established in the Policies.
 7. If a RESIDENT(s) requests a transfer to a different unit/floor/floor plan, etc., for disability-related reasons, said transfer will be granted upon provision of written verification of disability and related need (unless apparent). If no units meeting the RESIDENT'S needs are available, the RESIDENT(S) will be placed on a waiting list ahead of any existing non-disability related transfer requests.
 8. If HACSB determines that due to special circumstances RESIDENT(S) may remain in low-rent housing so long as the special circumstances exist, but the monthly rental will be increased in accordance with approved Rent Schedule, HACSB will notify RESIDENT(S) of the rent adjustments in accordance with Section D hereof. The adjustments will become effective according to the terms set forth in this section.
- 59. USE.** The Residence may be used as a personal residence only and not for any business or commercial use (except child care as specified by law). However, you may maintain a personal home office as long as the home office use does not involve (1) people coming to the Residence for business purposes, or (2) selling goods or services from the Residence. You may not conduct any auction, garage sale, yard sale or similar activities in the Residence or in the Common Areas.
- 60. UTILITIES.** Details about utilities, (including information about who is responsible for the cost of each utility), is specified in the Variable Lease Term section. If it is specified that you will contract directly with the utility provider, you must do so before move-in to avoid an interruption of services. If electricity, natural gas, water or sewer services have been discontinued, occupancy of the Residence is hazardous and will be a breach of this Agreement. Billing statements provided by us or by our billing service must be paid by the due date specified on the billing statement. If you don't pay utility charges when they are due, we may discontinue providing the utility to you (if allowed by law), and your failure will be a material breach of this

Agreement. We reserve the right to change utility billing service providers at any time. If we do, you will be notified in writing. You will be responsible for utilities designated as being your responsibility consumed during your occupancy beginning on the date of delivery of possession until we reacquire possession of the Residence. If you breach this Agreement by vacating the Residence before the end of the term, you will also be responsible for utilities until the earlier of the Termination Date or until the Residence is re-rented. The due date for Basic Rent and the due date for utility charges may not coincide. You must comply with all utility conservation efforts that we implement and if you fail to do so, this will be a material violation of this Agreement allowing us to terminate your tenancy. Additionally, you will be responsible for any fines or charges we incur because of your failure. You must pay charges for utilities you consume, even if they have not been invoiced before you vacate the Residence. Any obligation that remains unpaid, including amounts that have not yet been invoiced when we reacquire possession, may be deducted from your Security Deposit. If actual amounts have not been determined before we provide you with an accounting of your Security Deposit, we may estimate the amount until actual numbers become available. Any billings based on sub-meter readings will itemize the beginning and ending meter readings, the rate charged to you, and all categories of information that appear within the utility's standard billing format to us. We reserve the right to modify the method by which utilities are provided to the Residence or billed to you during your tenancy. If we are billed for utility services which are your responsibility, you must repay us for the charges within 10 days of our demand for payment. You may not disturb, tamper, adjust, or disconnect any sub-metering device or system. We may estimate your consumption if your sub-meter is broken or does not transmit a meter reading or if we have not received invoices from the utility provider in time to prepare your invoice. We are not liable for claims arising from utility service outages, interruptions, or fluctuations in utilities provided to your Residence not reasonably within our control.

61. **WINDOW COVERINGS.** If we provide window coverings, you must use them. If we do not provide window coverings, any window treatments you install must appear white to the outside. Do not use sheets, blankets, foil, etc., in place of draperies or blinds. Do not place objects on a window sill which are visible from the outside.
62. **WATERBEDS AND AQUARIUMS.** The Residence was built before 1973 and waterbeds are not permitted. Aquariums of more than 5 gallon capacity are not permitted.

DISCLOSURES AND NOTICES (SECTION 63 – 65):

63. **ASBESTOS.** Asbestos is known to cause cancer. If the Variable Lease Term section indicates that the Property or Residence may contain asbestos, you should be aware that disturbing or damaging certain interior Residence or Property surfaces may increase the potential exposure to asbestos. If we have indicated that the ceilings may contain asbestos, you may not damage or disturb the ceilings; Do not: (i) pierce the surface of the ceiling by drilling or any other method; (ii) hang plants, mobiles, or other objects from the ceiling; (iii) attach any fixtures to the ceiling; (iv) allow any objects to come in contact with the ceiling; (v) permit water or any liquid, other than ordinary steam condensation, to come into contact with the ceiling; (vi) paint, clean, or repair any portion of the ceiling; (vii) replace light fixtures; (viii) do anything which may cause damage to the ceiling. Notify us immediately in writing (i) if there is any damage to or deterioration of the ceiling (i.e. loose, cracking, hanging or dislodged material, water leaks, or stains in the ceiling) or (ii) if any of the above situations occur. Any knowledge that we have of asbestos in the Residence or Property is specified in the Variable Lease Term section of this Agreement. Any available records pertaining to asbestos in the Residence or Property are identified and are available for your review.
64. **LEAD WARNING INFORMATION.** If indicated in the Variable Lease Term section, the Residence was built prior to 1978. Housing built before 1978 may contain lead-based paint. Lead from lead-based paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, HACSB must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

Any knowledge that we have of lead-based paint and/or lead-based paint hazards in the Residence or Property is specified in the Variable Lease Term section of this Agreement. Any available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are identified. Your signature on this Agreement is your acknowledgment that you have been provided a copy of the pamphlet *Protect Your Family From Lead In Your Home* and that the reports or records have been made available for your review.

65. **REGISTERED SEX OFFENDERS NOTICE.** Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

F. BREACHES AND REMEDIES (SECTION 66 – 71):

66. **RESIDENT DEFAULT.** Your right to remain in possession of the Residence is conditioned on your timely and full performance of each of your obligations under this Agreement and applicable law. You will be in material default under the Agreement, which includes but is not limited to:
 - If you abandon or vacate the Residence;

- If you fail to pay Rent, or any other charge required to be paid by you, as and when due, which includes ; Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the fifth (5th) of the month. Four (4) such late payments within twelve (12) month period shall constitute a repeated late payment.
- If you breach any other obligation under this Agreement, any addenda or applicable law;
- If you have supplied any false or misleading information to us on a rental application or otherwise. This type of default is non-curable.
- Such serious or repeated violation of terms shall include but not be limited to:
 - a. Misrepresentation of family income, assets, or family composition;
 - b. Failure to supply, in a timely fashion, any certification, release, information, or documentation on family income or composition needed to process annual reexaminations or interim re-determinations;
 - c. Criminal activity by RESIDENT(S), household member, guest, or other person under RESIDENT(S)'S responsibility, including criminal activity that threatens the health, safety, or right to peaceful enjoyment of the HACSB'S premises by other residents or employees, or any drug-related criminal activity on or off the premises;
 - d. Alcohol abuse that the HACSB determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
 - e. Weapons or illegal drugs seized in an HACSB unit by a law enforcement officer; and/or
 - f. Any fire on HACSB premises caused by the RESIDENT (S), household members, or guests' actions or neglect.

67. REMEDIES. If you default, we may elect to terminate your rights under this Agreement, and recover from you all damages we incur as a result of the default, including the cost of recovering possession of the Residence, rental commissions, advertising expenses and other costs incurred because of your breach of the Agreement and the Rent and other amounts due through the end of the Agreement term, (including Rent due up through the date that you vacate the Residence, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Agreement term) and any other amount necessary to compensate us for your breach of the Agreement, minus amounts that we reasonably could have avoided.

68. CUMULATIVE REMEDIES. All remedies specified in this Agreement for noncompliance are cumulative.

69. CREDIT. A negative report reflecting on your credit record may be submitted to credit-reporting agencies if you fail to fulfill the terms of your obligations under this Agreement. As part of Housing and Urban Development (HUD) regulatory requirements, any debts owed to the HACSB will be reported to the HUD Debts Owed reporting database.

70. DAMAGES FOR FAILURE TO VACATE. If you fail to completely vacate the Residence when required, you will be liable for all resulting losses suffered by us including but not limited to, future resident losses, lost Rent, legal costs and other expenses.

71. ATTORNEY FEES. In any legal action brought by either party to enforce the terms of this Agreement or relating to the Residence, the prevailing party will be entitled to all costs incurred in connection with that action, including reasonable attorney fees. If an Attorney's Fee Cap is specified in the Variable Lease Term section, attorney's fees awarded by a court may not exceed that amount. We will be entitled to reasonable attorneys' fees and all other costs incurred preparing and serving notices to you (and/or consultations with attorneys in connection with preparing and serving notices), whether or not legal action is brought in connection with the default. Additionally, you must pay all collection-agency fees that we incur if you fail to pay all sums due within 10 days after we mail you your security deposit accounting or other demand for payment.

G. AGREEMENT INTERPRETATION (SECTION 72 – 79):

72. AMENDMENT. This Agreement may not be amended or altered except by a written agreement, signed by you and the HACSB.

73. CONSTRUCTION. The singular form will include plural, and visa versa. This Agreement will not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it.

74. INTEGRATION. This Agreement and the documents referenced in it constitute the entire agreement between the parties, which supersedes all prior and contemporaneous negotiations, agreements, promises and representations.

75. PARTIAL INVALIDITY. If any portion of this Agreement is unenforceable or invalid, that portion will have no effect, but all the remaining provisions of this Agreement will remain in full force.

76. SUCCESSORS AND ASSIGNS. This Agreement is binding upon and inures to the benefit of the heirs, assigns, successors, executors, and administrators of you and us.

77. TIME IS OF THE ESSENCE. Time is of the essence to each obligation to be performed under this Agreement.

78. VERBAL REPRESENTATIONS. You agree that we have not made any oral promises, representations, or agreements not contained within this written Agreement.

79. WAIVER. Our failure to enforce any term of this Agreement will not be deemed a waiver, nor will acceptance of a partial payment be deemed a waiver of our right to the full amount due. Waiver may not be established by course of conduct. No waiver will exist unless written and signed by the parties.

If the lead hazard section of this Agreement is marked as being applicable, by signing below, the parties acknowledge that they have read the lead-based paint and lead based paint hazard information in this Agreement and certify, to the best of the parties' knowledge, that the information provided is true and correct.

Note that this Agreement may automatically continue as a tenancy from month-to-month after the Termination Date. See paragraph 3 above.

RESIDENT(S) Certification: I hereby certify that I, and other members of my household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to the HACSB before execution of the lease, or before the HACSB'S approval for occupancy of the unit by the household member.

I further certify that all information or documentation submitted by myself or other household members to the HACSB in connection with any federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge and belief.

NOTICE: A single violation of any of the provisions of the Addenda referenced in Section A. Variable Lease Terms of this lease will be a material and non-curable breach of the Lease Agreement and may constitute good cause for immediate termination of your tenancy. In the case of criminal or fraudulent activity, unless otherwise provided by law, proof of violation will not require criminal conviction, but will be by a preponderance of the evidence.

*Note that this Agreement may automatically continue as a tenancy from month-to-month after the Termination Date. See paragraph 3 above.

EXECUTION.

By RESIDENT(S) signature below, Resident and household agree to the terms and conditions of this lease and all additional Addenda and further documents made a part of the lease by reference.

OFFICE ADDRESS:

HOURS: 9:00 am – 4:00 pm, closed alternating Fridays

TELEPHONE NUMBER:

EMERGENCY MAINTENANCE TELEPHONE NUMBER:

(After business hours, weekends and holidays).

Date: _____

Head of Household

Date: _____

Resident

Date: _____

Resident

Date: _____

Resident

Date: _____

Resident

Date: _____

HACSB

FAMILY OBLIGATIONS ADDENDUM

When the family's unit is approved and the lease is executed, the family must follow the rules listed below in order to continue participating in the Public Housing Program, any breach of one or more of the rules below can be considered cause for termination of your lease.

The family must:

- 1) The family must promptly inform the Housing Authority of the County of San Bernardino (HACSB) of the birth, adoption, or court-awarded custody of a child. The family must request HACSB approval to add any other family member as an occupant of the unit. Such approval will be granted only if the new family member(s) pass the HACSB'S screening criteria and a unit of the appropriate size is available. Permission to add live-in aides and foster children shall not be unreasonably refused. RESIDENT agrees to wait for the HACSB'S approval before allowing additional persons to move into the Premises. Failure on the part of RESIDENT to comply with this provision is a serious violation of the material terms of the lease, for which the HACSB may terminate the.
- 2) Deletions (for any reason) from the household of members named on the lease must be reported by the RESIDENT to the HACSB, in writing, within ten (10) days of the occurrence.
- 3) Supply any information that the HACSB or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
- 4) Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
- 5) Supply any information requested by the HACSB to verify that the family is living in the unit or information related to family absence from the unit.
- 6) Promptly notify the HACSB in writing when the family is away from the unit for an extended period of time in accordance with HACSB policies.
- 7) Allow the HACSB to inspect the unit at reasonable times and after reasonable notice.
- 8) Use the leased unit for residence by the family. The unit must be the family's only residence.
- 9) Resident will not allow anyone to use their federally assisted unit as a mailing address for any type of personal or business use.
- 10) Sign and adhere to the Crime Free Lease Addendum and all other addenda as indicated in the lease agreement.
- 11) Any information the family supplies must be true and complete.
- 12) Community Service: Unless found exempt by the HACSB, all adult RESIDENT(S) must complete community service by contributing eight (8) hours per month of community service (not including political activities), participating in an economic self-sufficiency program for eight (8) hours per month, or performing eight (8) hours per month of combined activities.

The family (including each family member) must not:

1. Commit any serious or repeated violation of the lease.
2. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
3. Falsify or alter any HA documents to any other agency or company as a means to gain other type of assistance.
4. Sublease or let the unit or attempt to assign the lease or transfer the unit.
5. Give accommodations to boarders or lodgers.
6. Receive another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.
7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
8. Engage in any criminal offenses as defined in the HACSB Admissions and Continued Occupancy Policy and acknowledged in the Crime Free Lease Addendum.
9. Engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of others.
10. Engage in or threaten abusive behavior toward HACSB personnel, vendors or neighbors.
11. Knowingly submit false information including disclosures of all information related to income family composition and any criminal activities.

Redetermination of Rent, Dwelling Size, and Eligibility.

- 1) The rent amount as fixed in this Lease Agreement is due each month until changed as described below. The status of each family is to be re-examined at least once a year.
- 2) RESIDENT(S) promises to supply the HACSB, when requested, with accurate information about:
 - (1) Family composition;
 - (2) Age of family members;
 - (3) Income and source of income of all family members;
 - (4) Certifications; and
 - (5) Related information necessary to determine eligibility, annual income, adjusted income, and rent.
- 3) Failure to supply such information when requested is a serious violation of the terms of the lease, and the HACSB may terminate the lease.
- 4) All information must be verified. RESIDENT(S) agrees to comply with the HACSB'S requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification.
- 5) The HACSB shall give RESIDENT(S) reasonable notice of what actions RESIDENT(S) must take and of the date by which any such action must be taken for compliance under this section. This information will be used by the HACSB to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for RESIDENT(S)'S needs. This determination will be

made in accordance with the Policies, which is publicly posted in the Housing Office. A copy of the Policies can be furnished on request at the expense of the person making the request.

- 6) Rent will not change during the period between regular re-examinations, UNLESS during such period:
 - i) A person with income joins the household;
 - ii) RESIDENT(S) can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent. If a reduction is granted, RESIDENT(S) must report subsequent increases in income within ten (10) days of the occurrence, until the next scheduled re-examination. (Failure to report within the ten (10) days may result in a retroactive rent charge);
 - iii) If it is found that the RESIDENT(S) has misrepresented the facts upon which the rent is based so that the rent RESIDENT(S) is paying is less than the rent that he/she should have been charged, the HACSB then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred; and
 - iv) Rent formulas or procedures are changed by Federal law or regulation.
- 7) Any increase or decrease in monthly income of any household member must be reported in writing to the HACSB within ten days of the change. Any changes made to family portion as a result of the reporting will be made in accordance with the Admissions and Continued occupancy Policy (ACOP).
- 8) Notwithstanding the provisions listed above, a RESIDENT(S)'S rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of RESIDENT(S)'S failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud.
- 9) For purposes of rent adjustments, the reduction of welfare or public assistance benefits to a family that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements. Accordingly, a RESIDENT(S)'S rent will be reduced as a result of such a decrease.
- 10) The HACSB shall verify the information provided by RESIDENT(S) to determine if a decrease in the rent is warranted.
- 11) RESIDENT(S) understands that any of the above-mentioned occurrences MUST be reported in WRITING and on the PROPER HACSB FORMS. Merely telephoning the HACSB office, or otherwise informally reporting any occurrences does not comply with RESIDENT(S) reporting responsibilities.
- 12) All changes in family composition must be reported to the Management office within ten (10) days of the occurrence. Failure to report within the ten (10) days may result in a retroactive rent charge.
- 13) In cases where annual income cannot be projected for a twelve (12) month period or RESIDENT(S) is reporting no income and RESIDENT(S) has chosen the percentage of income rent option, the HACSB will schedule special rent reviews every sixty (60) days. The resident must show proof of activities performed to become self-sufficient, apply for temporary assistance or other activities to regain working status.
- 14) RESIDENT(S) paying rent based on income may meet with the HACSB to discuss any change in rent resulting from the re-certification process; and, if RESIDENT(S) does not agree with the determination of RESIDENT(S) rent, RESIDENT(S) may request a hearing in accordance with the HACSB'S grievance procedures.
- 15) The HACSB reserves the right to review the income every thirty (30) days of RESIDENT(S) whose income-based rent is less than one hundred dollars (\$100) and adjust the rent accordingly.
- 16) 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. An exception will be made if it is determined that the move-in of a single adult child is essential for the mental or physical health of RESIDENT(S).

Rent Adjustments.

- 1) RESIDENT(S) will be notified in writing of any rent adjustment due to the situations described above. All notices will state the effective date of the rent adjustment.
- 2) In the case of a rent decrease, the adjustment will become effective on the first (1st) day of the month following the reported change in circumstances or change in Federal law or regulations, provided RESIDENT(S) reported the change in a timely manner, as specified above (when change is based on new circumstances).
- 3) When an increase in income occurs and is reported within (10) days of the occurrence, the increase will become effective the first (1st) day of the second (2nd) month following the month in which the change was reported. If the increase is greater than ten percent (10%) of the rent charged at any time within the twelve (12) months prior to the effective date of the increase, the increase will become effective the first (1st) day of the third (3rd) month following the month in which the change was reported.
- 4) In the case of a rent increase due to a change in Federal law or regulations, the increase will become effective the first (1st) day of the second (2nd) month following the month in which the HACSB notifies the RESIDENT(S) of the law or regulatory change.
- 5) When the amount of rent or household composition changes, the HACSB will execute a new lease or mail a written 'Notice of Rent Adjustment' and/or 'Change in Household Composition' to the RESIDENT(S) in accordance with Section 24.
- 6) RESIDENT(S) who pay rent based on percentage of income shall reimburse the HACSB for the difference between the rent that was paid and the rent that should have been paid if proper notice of income change had been given and if the following circumstances occur:
 - i) RESIDENT(S) does not submit rent review information by the date specified in the HACSB'S request; or
 - ii) RESIDENT(S) submits false information at admission or at annual, special, or interim review.
- 7) RESIDENT(S) is not required to reimburse the HACSB for undercharges caused solely by the HACSB'S failure to follow U.S. Department of Housing and Urban Development's (HUD) procedures for computing rent.

- 8) Retroactive rent shall be due and payable on the first day of the month following receipt of the Notice Of Rent Adjustment and/or Change In Household Composition.
- 9) If it is found that RESIDENT(S) has knowingly misrepresented to HACSB the facts upon which his/her rent is based, so that the rent being paid is less than should have been charged, the increase in rent shall be made retroactive commencing on the first (1st) of the month following date of such change. In addition, HACSB may take legal action to terminate the lease based on the RESIDENT(S) knowingly misrepresenting any required information. HACSB may refer the matter to the District Attorney of the County of San Bernardino or the United States Attorney's office for a criminal fraud prosecution.

General Housekeeping Standards.

The following standards will be applied fairly and uniformly to all RESIDENT(S):

- (A) The HACSB will inspect each unit at least annually to determine compliance with the standards.
- (B) Upon completion of an inspection, the HACSB will notify RESIDENT(S) in writing if he/she fails to comply with the standards. The HACSB will advise RESIDENT(S) of the specific correction(s) required to establish compliance. Within a reasonable period of time, the HACSB will schedule a second (2nd) inspection. Failure of a second (2nd) inspection will constitute a violation of the lease terms.
- (C) RESIDENT(S) is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction.

Housekeeping Standards Inside and Outside the Apartment.

- (A) Walls should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- (B) Floors should be clean, clear, dry, and free of hazards.
- (C) Ceilings should be clean and free of cobwebs.
- (D) Windows should be clean and not nailed shut. Shades or blinds should be intact.
- (E) Screens should be properly installed and not torn.
- (F) Woodwork should be clean, free of dust, gouges, or scratches.
- (G) Doors should be clean and free of grease and fingerprints. Doorstops should be present.
- (H) Locks should work.
- (I) Heating units should be dusted and access uncluttered.
- (J) Trash shall be disposed of properly and not left in the unit.
- (K) Entire unit should be free of rodent or insect infestation.
- (L) Kitchen:
 - (1) Stove should be clean and free of food and grease;
 - (2) Refrigerator should be clean. Freezer door should close properly and freezer have no more than one inch of ice. If refrigerator is owned by the resident it must be maintained in an operable and undamaged condition(include but not limited to undamaged door rubber seals);
 - (3) Cabinets should be clean and neat. Cabinet surfaces and counter top should be free of grease and spilled food. Cabinets should not be overloaded;
 - (4) Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink;
 - (5) Exhaust fan should be free of grease and dust;
 - (6) Security bars are not allowed on windows unless they comply with uniform fire code. RESIDENT(S) must receive written permission from HACSB to install security bars and have installation approved by local jurisdiction;
 - (7) Sink should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner;
 - (8) Food storage areas should be neat and clean without spilled food; and
 - (9) Trash/garbage should be stored in a covered container until removed to the disposal area.
- (M) Bathroom:
 - (1) Toilet and tank should be clean and odor free;
 - (2) Tub and shower should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length;
 - (3) Lavatory should be clean;
 - (4) Exhaust fans should be free of dust; and
 - (5) Floor should be clean and dry.
- (N) Storage Areas:
 - (1) Linen closet should be neat and clean; and
 - (2) Other closets should be neat and clean.
- (O) No highly flammable materials should be stored in the unit.
- (P) Other storage areas should be clean, neat, and free of hazards.
- (Q) Outside the Apartment. Some standards apply only when the area noted is for the exclusive use of RESIDENT(S):
 - (1) Yards should be free of debris and trash.. Exterior walls should be free of graffiti;
 - (2) Porches (front and rear) should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit;
 - (3) Steps (front and rear) should be clean, and free of hazards;

- (4) Sidewalks should be clean and free of hazards;
- (5) Storm doors should be clean, with glass or screens intact;
- (6) Laundry areas should be clean and neat. Remove lint from dryers after use; and
- (7) Utility room should be free of debris, motor vehicle parts, and flammable materials.

Program Notice. A single violation of any of the provisions within this addendum will be a material and non-curable breach of the Lease Agreement and may constitute good cause for immediate termination of your tenancy. In the case of criminal or fraudulent activity, unless otherwise provided by law, proof of violation will not require criminal conviction, but will be by a preponderance of the evidence.

Date: _____	_____
	Head of Household
Date: _____	_____
	Resident
Date: _____	_____
	Resident
Date: _____	_____
	Resident
Date: _____	_____
	Resident
Date: _____	_____
	Landlord

PESTICIDE NOTICE (CHEMICAL DISCLOSURE)

State law requires that you be given the following information: **Caution-Pesticides are toxic chemicals.** Structural Pest Control Operators are licensed and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that based on existing scientific evidence there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risks depends upon the degree of exposure, so exposure should be minimized. If, within 24 hours following application, you experience symptoms similar to common seasonal illness comparable to the flu, contact your physician or poison control center and your pest control operator immediately.

For further information, contact any of the following:

Dewey Pest Control Co. 909-825-8513

For Health Questions-The County Health Department

Orange	714-834-3155	Los Angeles	800-427-8700	Imperial	760-482-4438
Riverside	951-358-5000	San Bernardino	800-782-4264	San Mateo	650-573-2346
San Diego	619-338-2222	Ventura	805-981-5101	Santa Clara	408-885-4214

For Regulatory Information-The County Agricultural Commissioner

Orange	714-447-7100	Los Angeles	818-575-5471	Imperial	760-782-4314
Riverside	951-955-3000	San Bernardino	909-387-2115	San Mateo	650-363-4600
San Diego	858-694-2741	Ventura	805-933-3165	Santa Clara	408-918-4600

Poison Control Center 1-800-222-1222

For Additional Regulatory Information-The Structural Pest Control Board
1418 Howe Ave, Suite 18, Sacramento, CA 92825-(916) 561-8700

Below is a list of the common pesticides we will be using at your facility. You will find the pesticide name, manufacturer, EPA registration number and Signal word, and Active Ingredient

Pesticide Name	Active Ingredient	Pesticide Name	Active Ingredient
Avert	Abamectin B1	Max Force	Hydramethylnon or Fipronil
Advion	Indoxacarb	Perma Dust	Boric Acid Dust
Cynoff WP	Cypermethrin	Phantom	Chlorfenapyr
Demand CS	Lambda-Cyhalothrin	Talstar	Bifenthrin
Dragnet SFR	Permethrin	Suspend SC	Deltamethrin
Gentrol	Hydroprene	Talstar	Bifenthrin

I have read the above and a copy of this disclosure has been given to me.

Resident Signature Date

Resident Signature Date

Resident Signature Date

Resident Signature Date

Resident Signature Date

Resident Signature Date

SMOKE AND CARBON MONOXIDE DETECTOR POLICY

The Department of Housing and Urban Development (HUD) and the Housing Authority of the County of San Bernardino (HACSB) consider smoke and carbon monoxide detectors to be one of the most important items in your dwelling unit. HUD requires working detectors in all levels of all apartments. Additionally, the State Fire Marshal requires smoke detectors in all rental units. Smoke and Carbon Monoxide detectors save lives. When a detector is not working properly, the family in the dwelling unit is unprotected from fire, smoke and carbon monoxide dangers, and it puts the neighbors in danger.

Because we have some families that take their detectors down or remove the batteries, this detector policy will be enforced when a smoke/carbon monoxide detector is inoperable due to tampering or removal. The family will be issued a lease violation, as well as a charge of \$45 for EACH smoke detector that has been tampered with and/or removed. The cost includes both materials and labor.

The HACSB replaces smoke/carbon monoxide detector batteries for no charge during annual preventive maintenance. However, if the battery needs changed prior to the annual preventive maintenance, call for maintenance service and a new battery will be installed at no charge. The smoke/carbon monoxide detector will make a "chirping" sound, like a bird, when the battery needs replaced. Malfunctioning detectors will be replaced at no charge. If your detector seems to be going off for no reason, or if the red light is not on, call for maintenance service.

If you have any kind of problem with your smoke and or carbon monoxide detector, call for maintenance service immediately; do not wait until an authorized representative of the HACSB comes to your unit for some other reason.

Print Resident Name

Signature

Date

HACSB PH CRIME FREE ADDENDUM

The Housing Authority of the County of San Bernardino (HACSB) requires all family members ages 18 and over to sign the Public Housing (PH) Crime Free Addendum to ensure compliance with all HACSB family obligations. Any person violating the terms of this Crime Free Addendum may be subject to immediate termination of housing assistance.

Each person who signs this addendum acknowledges that the Head of Household, other members of the household, guests or any other person under the participant's control will comply with program requirements including:

1. No engagement in any violent or drug related offenses. This includes any conviction, arrest or outstanding warrant for, or reasonable belief of engagement in any violent or drug-related offenses. Examples of violent or drug related offenses include, but are not limited to the following:
 - a. Homicide, murder, voluntary manslaughter;
 - b. Rape, sexual battery, or other aggravated sex-related crimes;
 - c. Child molestation, child sexual exploitation;
 - d. Drug charges;
 - e. Kidnapping, false imprisonment;
 - f. Terrorism;
 - g. Arson;
 - h. Possessing, transporting or receiving explosives or destructive devices with the intent to kill, injure, intimidate or destroy;
 - i. Assault and battery (simple and aggravated);
 - j. Trafficking, distribution, manufacture, sale, use or possession of illegal firearms;
 - k. Carjacking;
 - l. Robbery;
 - m. Hate crimes;
 - n. Criminal damage to property endangering life, health and safety;
 - o. Threatening or intimidating assault including but not limited to the unlawful discharge of firearms at any location;
 - p. Aiding and abetting in the commission of a crime involving violence;
 - q. Drug manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, including possession of drug paraphernalia;
 - r. Other violent or drug-related offenses that may pose a threat to public health and safety, including involvement in a street gang.
2. No engagement in any other criminal offenses. This includes any conviction, arrest or outstanding warrant for, or reasonable belief of engagement in any other criminal offenses, including but not limited to the following:
 - a. Child neglect;
 - b. Disorderly conduct;
 - c. Abuse or pattern of abuse of alcohol;
 - d. Motor vehicle theft;
 - e. Fraud to obtain assistance;
 - f. Burglary, larceny, receiving stolen goods;
 - g. Prostitution and solicitation of prostitution;
 - h. Vandalism;
 - i. Abusive behavior towards HACSB personnel, neighbors or landlords;
 - j. Other offenses that may pose a threat to public health and safety, including involvement in a street gang.
3. No engagement in any act intended to facilitate criminal or drug-related activity.
4. Cannot be on parole for a deniable criminal or drug offense.
5. The dwelling unit shall not be used for or to facilitate criminal or drug-related activity.

Violation of the above provisions shall be a material and irreparable violation of the household's obligations under the HACSB Public Housing program and good cause for termination of housing assistance. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material and irreparable noncompliance. It is understood that a single violation shall be good cause for immediate termination of housing assistance unless otherwise prohibited by law. Proof of violation shall not require criminal conviction but shall be by a preponderance of the evidence.

6. In case of conflict between the provisions of this addendum and any other provisions of the Public Housing Program, the provisions of the addendum shall govern.

WARNING: Title 18, Section 1001 of the United States Code, states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any Department or Agency of the United States. Making false statements is a felony under California State Law (Penal Code Sections: 115, 118, 487 and 532) and may result in criminal charges including Perjury, Grand Theft, Filing False Documents with a Public Office and Obtaining Money Under False Pretenses.

Signature of Head of Household

Date

Signature of Other Family Member 18 or over

Date

Signature of Other Family Member 18 or over

Date

Signature of Other Family Member 18 or over

Date

Signature of Other Family Member 18 or over

Date

Signature of Other Family Member 18 or over

Date

SMOKE-FREE ADDENDUM

This Document is an Addendum and is part of the Rental/Lease Agreement, dated: _____
Between Housing Authority of the County of San Bernardino (HACSB) and _____ (Resident) for the Premises located at _____.

Smoking is prohibited on the entire property, including individual units, common areas, every building and adjoining grounds

1. **Purpose:** The parties desire to mitigate

- (i) the irritation and known health effects of second-hand smoke;
- (ii) the increased maintenance, cleaning, and redecorating costs from smoking;
- (iii) the increased risk of fire from smoking; and
- (iv) the high costs of fire insurance for properties where smoking is permitted.

2. **Promotion of No-Smoking Policy:** Resident shall inform his or her guests of the Smoke-Free Policy and resident will be held responsible for their household and guests who violate the policy. Resident shall promptly notify HACSB in writing of any incident where tobacco is migrating into Resident's unit from sources outside of Resident's Unit.

3. **Housing Authority of the County of San Bernardino Not Guarantor of Smoke-Free Environment: Resident** acknowledges that HACSB's adoption of Smoke-Free Policy, does not make HACSB the guarantor of the Resident's health or of the smoke-free condition of the community. However, HACSB shall take reasonable steps to enforce this addendum. HACSB shall not be required to take steps in response to smoking unless HACSB has actual knowledge or has been provided written notice.

4. **Other Residents are Third Party Beneficiaries of this Addendum:** HACSB and Resident agree that the other Resident's of the property are the third party beneficiaries of this Addendum.

5. **Effect of Breach:** A breach of this Addendum by the Resident, their household, or guests shall be deemed a material breach of the Rental/Lease Agreement and grounds for immediate termination of the Rental/Lease Agreement by HACSB.

6. **Disclaimer:** Resident acknowledges that this Addendum and HACSB's efforts to designate the complex as Smoke-Free do not in any way change the standard of care that HACSB would have to any Resident household to render buildings and premises designated as smoke free any safer, more habitable, or improved in terms of air quality that any other rental premises. HACSB specifically disclaims any implied or express warranties that the building common areas or Resident's premises or any other portion of the property including common areas will be free from secondhand smoke. Resident acknowledges that HACSB's ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Resident, resident's household and resident's guests.

The undersigned Resident(s) acknowledge(s) having read and understood the forgoing.

Date

Resident

Date

Resident

UTILITY TRANSFER ADDENDUM

PRIOR TO ADMISSION, YOU MUST TRANSFER UTILITIES INTO YOUR NAME

DATE: January 12, 2012

AMOUNT OF SECURITY DEPOSIT: \$:

NAME:

RENT: \$:

ADDRESS:

ADMISSION DATE:

PRO-RATED RENT: \$
(DUE AT TIME OF ADMISSION)

I UNDERSTAND THAT IF I FAIL TO TRANSFER THE UTILITIES INTO MY NAME, I WILL BE IN VIOLATION OF MY LEASE AND COULD RISK POSSIBLE TERMINATION FROM THE PROGRAM.

I AM RESPONSIBLE FOR THE FOLLOWING UTILITIES: (CHECK MARK)

ELECTIC___ GAS___ WATER___ TRASH___ SEWAGE___

RESIDENT SIGNATURE

DATE

HACSB REPRESENTATIVE

DATE

NOTICE OF MAINTENANCE SERVICE AND TENANT CHARGES

This letter is to notify all residents of the services the Facilities Maintenance Department performs, our availability, and the charges associated with these services.

Our maintenance department will handle all *normal wear-and-tear* service procedures for your units, either with our in-house staff or by a contractor, depending on the nature of the work, at no charge to you.

Items that are not normal wear-and-tear, have been neglected, misused or are tenant caused damage, to either inside your unit or the exterior, will be charged to you at market-rate, if performed by a contractor, or per the "Schedule of Maintenance Charges" is performed by in-house staff. You can get a copy of the "Schedule of Maintenance Charges" at your management office. Please be advised that you will be charged for labor and materials for all non wear-and tear, neglect, misuse, or tenant caused damage.

For after hours emergencies, you can call the same maintenance numbers **(909) 388-2436** or **(800) 494-6826** you currently use and choose "**Option #1**" to leave a message for our "ON-CALL DISPATCHER" to call you back.

- ✓ Please clearly say your name, your address and city of where the problem is located;
- ✓ Clearly state what the maintenance problem is; and
- ✓ Most important, leave a phone number where we may call you back.

Please note that after hour calls are for "Emergency Services" ONLY. If a technician comes out to find that it is not a valid "Emergency Call". you will be charged for any material and labor at current overtime rates.

Acknowledgement of receipt:

Head of Household

Date

Housing Authority Representative

Date

APPLIANCE CERTIFICATION

To: All Residents

This is to notify that residents are to provide their own refrigerator at the time of move in. The unit does not come equipped with a refrigerator. The Authority is not responsible to provide refrigerators *except for seniors and disable residents*.

The resident is responsible for the proper function and repairs of their own refrigerators.

The Authority is not obligated to assist in repairs or replacements of resident owned refrigerators.

I/We have read the above and understand that I/We am/are responsible to provide our own refrigerator at the time of move in *unless I/We qualify under the exception policy*.

Resident Signature

Date: _____

Resident Signature

Date: _____

_____ I/We the resident(s) have provided the appliance(s) for the unit located at:

_____ Housing Authority has provided the appliance(s) for the unit located at:

Address

City

Zip Code

Type Of Appliance:

_____ Refrigerator

_____ Other: _____

_____ Stove

Resident Signature

Date: _____

Resident Signature

Date: _____

Housing Representative

PET REGISTRATION

This document is an Addendum and is part of the Rental/Lease Agreement, dated _____

between : _____ (Owner/Agent) and _____ (Resident(s)) for the premises located at _____.

1. The Rental Agreement specifically prohibits allowing pets in or about the premises, even temporarily, without prior consent of the Housing Authority.

a. _____ I acknowledge that I currently **do not** have a pet in or about the premises, nor will I **(HOH initial)** allow pets in or about the premises at any time for any duration without prior consent of the Housing Authority.

b. _____ I acknowledge that I currently **do** have a pet in or about the premises and agree to be bound by the following **(HOH initial)** requirements listed below.

Lessee desires to keep the below described pet hereinafter referred to as "Pet":

Type of Pet: _____ Breed: _____ Color: _____

Full-grown Weight: _____ Full-grown Height: _____

Age: _____ Sex: _____ Neutered: Yes No Declawed: Yes No

c. Resident shall deposit with HACSB an additional security deposit of \$ _____

d. The refundable deposit shall be subject to full inspection of the apartment upon Resident's move out and shall be considered an additional deposit pursuant to the rental agreement by and between Resident and HACSB. Resident shall be liable for all damages or expenses incurred by or in connection with Pet, and shall hold HACSB harmless and indemnify HACSB for any and all damages or costs in connection with Pet. HACSB reserves the right to off-set the cost of Pet damages to the community against Resident's Pet deposit during the term of the lease and require the Resident to re-deposit the amount of Pet Deposit specified herein.

e. In the event of default by Resident of any of the terms, Resident agrees, within thirty (30) or sixty (60) days after receiving written notice of default by HACSB, to cure the default or vacate the premises. Resident agrees HACSB may revoke permission to keep said Pet on the premises by giving Resident written three (3) day notice for cause. The Pet Deposit shall be refundable subject to verification of the condition of the premises.

f. Resident agrees to comply with all applicable ordinances, regulations and laws governing pets.

g. Resident agrees that Pets will not be permitted outside Resident's apartment unless restrained by a leash. Use of the grounds or premises for sanitary purposes is prohibited. Please note that landscape pesticides and chemicals are used on the grounds of the community and therefore special care should be taken when walking your pet.

h. Pets are not to be tied or staked outside the apartment. Resident may not leave a pet on porches or patios for extended periods of time.

i. If Pet is a cat: a.) It must be neutered and declawed, b) Resident must provide and maintain an appropriate litter box, and c) the cat must stay indoors at all times.

j. If Pet is a bird, it shall not be let out of cage.

k. If Pet is a fish, the water container shall not be over five (5) gallons and will be placed in a safe location in the apartment.

l. If Pet is a dog, it shall not weigh more than 20 pounds full grown.

m. Resident must provide to HACSB a picture of the above named pet.

n. Resident is to provide the Landlord with evidence from the Veterinarian that all necessary shots are current and that the pet does not display a tendency to be aggressive or harmful.

o. Pet shall not be fed directly on the carpeting in apartment. Resident shall prevent any fleas or other infestation of the rental apartment or other property of HACSB.

p. Patios should be kept clean of pet droppings. During hot weather, especially, odors from such can be extremely offensive to neighbors. Also, please avoid leaving pet food outside at any time as it will attract pests.

q. Resident shall not permit, and represents pet will not cause any damage, discomfort, annoyance, nuisance or in any way inconveniences or cause complaints from any other Resident. Any "mess" created by Pet shall immediately be cleaned up by Resident. **If Resident does not clean up after said pet, Resident will be charged \$35.00 per occurrence. The Resident will be asked to remove any pet that constantly bothers other residents, whether inside or outside, or**

constitutes a problem or obstruction to the agents and employees of HACSB from properly performing their functions, duties and responsibilities. If Resident fails to remove said pet following complaints from residents and requests from HACSB, the Lease may be terminated.

This addendum supplements the terms and conditions of the lease. All rights and remedies of HACSB are cumulative. Any default under this addendum shall constitute a default under the lease.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

Resident Date

Resident Date

Resident Date

Resident Date

HACSB Representative Date

COMMUNITY SERVICE ADDENDUM

Each adult member of the household age eighteen (18) years and older must complete either a Community Service Exemption Form verifying exempt status or a Community Service compliance Form verifying compliance of the Community Service required in the lease agreement (Section 17) at each annual re-certification.

Adults eighteen (18) years or older are exempt from the Community Service requirement if they can verify that they qualify for one (1) of the following:

- Sixty-two (62) years or older;
- Blind or disabled defined under law and unable to comply with the requirement;
- Primary caretaker of an individual as defined above;
- Engaged in work activities defined as:
 - Unsubsidized employment;
 - Subsidized private or public sector employment;
 - Work experience if sufficient private sector employment is not available;
 - On the job training;
 - Job search and job readiness assistance;
 - Community service programs;
 - Vocational education training (not to exceed twelve (12) months for any individual);
 - Job skills training directly related to employment;
 - Education directly related to employment (high school diploma or equivalency);
 - Satisfactory attendance in a secondary school; and
 - Provision of child care services to an individual who is participating in a community services program.
- Meeting the requirement for being exempted from having to engage in work activities under state or TANF requirements; or
- Receiving assistance, benefits, or services under a state program funded under Part a or Title IV of the Social Security Act, or any other welfare program of the State of California, including welfare to work, and has not been found by the state or county to be in noncompliance with such a program.

Adults eighteen (18) years or older who do not qualify for an exemption must verify completion of one of the following at re-certification:

- Contribution of eight (8) hours per month of community service (not including political activities);
- Participation in an economic self-sufficiency program for eight (8) hours per month; or
- Performing eight (8) hours per month of combined activities as described above.

The Community Service exemption and/or completion forms must be completed and submitted to the management office at least thirty (30) days before your current lease expires.

*****ALL HOUSEHOLD MEMBERS OVER THE AGE OF EIGHTEEN (18) MUST SIGN*****

I/We understand that if I/We fail to verify exemption from or completion of the Community Service requirements, my Public Housing rental assistance may be in jeopardy.

Signature of household members over the age of eighteen (18) years:

Date:



U.S Department of Housing and Urban Development
Office of Public and Indian Housing

Paperwork Reduction Notice: The Information collection requirements contained in this notice have been approved by the Office Management and Budget (OMB under the Paperwork Reduction Act of 1995 (44 U.S.C 3520) and assigned OMB control number(s) 257-XXXX. In accordance with the Paperwork reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number.

NOTICE TO APPLICANTS AND PARTICIPANTS OF THE FOLLOWING HUD RENTAL ASSISTANCE PROGRAMS:

- Public Housing
- Housing Choice Voucher
- Section 8 Moderate Rehabilitation
- Project-Based

DEBTS OWED TO PUBLIC HOUSING AGENCIES AND TERMINATIONS

The U.S Department of Housing and Urban Development Maintains a national repository of debts owed to PHAs and adverse termination of former participants of the above-listed HUD rental assistance programs. This information is maintained with HUD's Enterprise Income Verification (EIV) system, which is used by Public Housing Agencies (PHAs) to verify employment and income information of program participants, as well as, to reduce administrative and rental assistance payment errors. The EIV system is designed to assist PHAs and HUD in ensuring that families are eligible to participate in HUD rental assistance program and determining the correct amount of rental assistance a family is eligible for. All PHAs are required to use this system.

HUD Requires PHAs, which administers the above-listed rental housing programs, to report certain information at the conclusion of your participation in a HUD rental assistance program. This notice provides you with information on what information the PHA is required to provide HUD, who will have access to this information, how this information is used and your rights. PHAs are required to provide this notice to all applicants and program participants.

What information about you and your tenancy does HUD collect from PHA?

The following information is collected about each member of your household (family composition):

1. Full Name; and
2. Date of Birth; and
3. Social Security Number

The following information is collected on your participation in the housing program has ended on your move-out of an assisted unit

1. Amount of any balance you owe the PHA (up to \$500,000); and
2. Whether or not you have entered into a repayment agreement for the amount that you owe the PHA; and
3. Whether or not you have filed for bankruptcy; and
4. The negative reason for you end of participation in the housing program (for example: abandoned unit, fraud, criminal activity, failure to comply with lease, etc)

Who will have access to the information collected?

This information will be available to HUD employees, PHA employees, and contractors of HUD and PHAs.

How will this information be used?

PHAs will have access to this information during the time of application for rental assistance. PHAs will be able to access this information to determine a family’s suitability for rental assistance, and avoid providing limited Federal housing assistance to families who have previously been unable to comply with HUD program requirements. If the reported information is accurate, your future request for HUD rental assistance may be denied for a period of up to ten years from the date you moved out of an assisted unit or were termination from a housing program.

What are my rights?

In accordance with the Federal Privacy Act of 1974, as amended (5 USC 552a) and HUD regulations pertaining to its implementation of the Federal Privacy Act of 1974 (24 CFR part 16), you have the following rights:

1. To have access to your records maintained by HUD
2. To have an administrative review HUD’s initial denial of your request to have access to your records maintained by HUD.
3. To have incorrect information in your record corrected upon written request.
4. To file an appeal request of an initial adverse determination on correction or amendment of record request within 30 calendar days after the issuance of the written denial.
5. To have your record disclosed to a third party upon receipt of your written and signed request.

What do I do if I dispute the debt or termination information reported about me?

The debt owed and/or termination information was reported by the above-listed Public Housing Agency (PHA). The PHA’s name, address and telephone numbers are listed below. You should contact the PHA in writing if you disagree with the reported information. Inform the PHA why you dispute the information and provide any documentation that supports your dispute. Your filing bankruptcy will not result in the removal of debt owed or termination information from HUD’s EIV system. However, if you have included this debt in your bankruptcy filing and/or this debt has been discharged by the bankruptcy court, your record will be updated to include the bankruptcy indicator. The PHA will notify you of its action regarding your dispute. If the PHA determines that the disputed information is correct, the PHA will provide a written explanation as to why the information is correct.

Important Information:

- Upon your request, the PHA must give you the information that pertains to you and maintained in HUD’s EIV system
- All PHAs that administer the Public Housing and Housing Choice Voucher (HCV) programs have access to debts owed and termination information of all former program participants.
- If you tell the PHA that your record contains inaccurate information, the PHA must promptly investigate the matter and inform you in writing the outcome of their investigation.
- The PHA must correct or, as the case may be, delete inaccurate debt owed or termination information contained in the EIV system.
- Debt owed and/or termination information will be maintained in EIV for a period of ten (10) years from the end of participation date.

This Notice was provided by the below-listed PHA:

I hereby acknowledge that the PHA provided me with this notice:

Signature

Date

Printed Name

EXCESS WATER USAGE – LEASE ADDENDUM

HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO

This is an addendum to the lease entered into on «LeaseEffectiveDate» between «TenantName» hereby referred to as “Resident” and the Housing Authority of the County of San Bernardino hereby referred to as “HACSB”. All other terms and conditions of the lease will remain the same.

The HACSB with the approval of the U.S. Department of Housing and Urban Development hereby referred to as “HUD” has started an effort to reduce the water consumption at the majority of its Public Housing sites. Part of this effort has been to assign water usage baselines to the units within these sites with the help of a Certified Energy Audit performed by an independent energy services company.

To ensure water usage stays within the HUD approved baselines, the HACSB via a third party vendor will bill you for any excess water usage above the approved baseline for your unit.

With respects to this addendum it is understood by tenant that:

- 1. Resident and each member of the household will comply with the approved water usage baseline for the unit. You will receive an insert with your first three months of billing providing the allowed usage baseline for your unit.**
- 2. The Resident will be responsible for reimbursing the HACSB through the utility billing company contracted by the HACSB for any excess water usage above the approved baseline for their unit.**
- 3. Failure of the Resident to pay the excess usage bill by the due date can result in the termination of tenant’s lease with the HACSB.**
- 4. Resident must make payment in full to the utility billing company of the utility charges prior to the due date listed on each bill. HACSB and Resident agree that if the payment is received after the enumerated due date on the bill then Resident shall immediately pay a late payment in the amount of \$8.00, which is a reasonable estimate of the costs incurred because of the late payment. Returned checks for any reason including non-sufficient funds or closed accounts will result in a \$25.00 charge to the Resident’s account. Resident agrees to pay a \$10.00 processing fee in addition to the applicable utility charge if Resident does not transfer all utilities to Resident’s name as of the move-in date per the lease agreement.**

Execution

By Resident(s) signature below, Resident and household agree to the terms and conditions of this addendum and all additional documents made a part of the addendum by reference.

TENANT _____ DATE _____

CO-TENANT _____ DATE _____

HACSB REPRESENTATIVE _____ DATE _____

NOTICE OF NON-LIABILITY AND INSURANCE FACTS FOR RENTERS

This notice is to serve as an understanding that the Housing Authority of the County of San Bernardino (HACSB) will accept no responsibility of liability of any losses to Resident's personal property upon installation of same on said premises, i.e.: flood, plumbing, overflows etc.

The purpose of this letter is to inform you about insurance coverage so that you can protect yourself against loss, if you wish, and to help prevent misunderstanding about the HACSB insurance coverage and/or responsibility. It is not an effort by the HACSB to change responsibilities that is done by the state legislature and the courts.

To protect your personal belongings in case of fire, flood, earthquake, roof leaks, plumbing problems and/or theft, please consider obtaining renters insurance to cover your belongings. **THE HACSB IS NOT RESPONSIBLE!**

1. The HACSB is not legally responsible for loss to the Resident's personal property, possessions or personal liability, and the HACSB's insurance WILL NOT COVER such loss or damage.
2. If damages or injury to HACSB property is caused by Resident, Resident's guest(s) or child(ren), the HACSB's insurance company may have the right to attempt (under the Subrogation Clause) to recover from the Resident payments made under HACSB's policy.
3. Following is a non-inclusive list of examples of possible costly misfortunes that, except for special circumstances, you could be held legally responsible for:
 - a. Your baby-sitter injures herself in your unit;
 - b. Your defective electrical extension cord starts a fire which causes damage to the building and/or personal property and/or the personal property of others;
 - c. A friend, or your handyman, is injured while helping you slide out your refrigerator so you can clean;
 - d. Your locked car is broken into or damaged and your personal property, and that of a friend is stolen; and/or
 - e. A burglar breaks your front door lock and steals your valuables or personal property.

If you desire to protect yourself and your property against loss, damage or liability, the HACSB recommends you obtain appropriate coverage for you and your personal belongings.

Print Resident Name

Signature

Date

ZERO TOLERANCE FRAUD ADDENDUM

To ensure affordable housing is available to as many needy families as possible, all Public Housing residents must comply with all program guidelines and regulations. Your signature on the Public Housing lease and addendums obligates you to abide by its terms and conditions, applicable federal regulations, and Housing Authority policies. Incidences of fraud such as willful misrepresentation or intent to deceive with regard to the Public Housing program are considered a criminal act. Any incident(s) of fraud will be investigated and could result in the termination of your tenancy and criminal charges being filed against you.

Some examples of fraud include (but are not limited to):

1. Unreported income.
2. Unauthorized people living in the public housing unit.
3. Sublet of the public housing units.

Criminal and Administrative Actions for False Information

I understand that knowingly supplying false, incomplete or inaccurate information is punishable under Federal or State criminal law. I further understand that false statements may lead to my prosecution and termination from the Public Housing Program for violation of family obligations.

The Housing Authority will take any action warranted to ensure that cases of fraud are prevented and prosecuted to the full extend of the law.

I HAVE READ AND UNDERSTAND THIS NOTICE

Signature of Head of Household

Date

Signature of Other Adult

Date

Signature of Other Adult

Date

Signature of Other Adult

Date

ACKNOWLEDGMENT OF RECEIPT
PUBLIC HOUSING INFORMATION HANDBOOK

I, «TenantName», have received a copy of the Public Housing Information Handbook. I acknowledge that it is my responsibility to read the entire handbook and if there is any part of the handbook that I do not understand I am to contact my Occupancy Technician for clarification.

I understand that the purpose of this handbook is to help me understand my rights and responsibilities as a resident of the Housing Authority.

Resident Signature

Date

HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO

GRIEVANCE PROCEDURE

I. Purpose:

The Housing Authority of the County of San Bernardino (HACSB) grievance procedures shall be applicable to all individual disputes that a resident may have with respect to HACSB action or failure to act in accordance with a tenant's lease or HACSB regulations that adversely affect the individual resident's rights, duties, welfare or status. This will provide a forum and procedure for residents to seek the just, effective and efficient settlement of grievances against HACSB.

The grievance procedures shall not be applicable to disputes, between residents not involving the HACSB or to class grievances. The grievance procedures is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and the HACSB's Board of Commissioners or staff.

II. Exclusions:

Administrative grievance procedure is excluded concerning a termination of tenancy that involves:

- A. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of HACSB; or
- B. Any violation of the Moving to Work (MTW) Crime Free Addendum; or
- C. Any drug related criminal activity on or off the premises;

Under the above circumstances, HACSB will immediately evict the occupants of the dwelling unit through judicial eviction procedures.

III. Definitions:

Definitions of terms applicable to these procedures

1. HACSB: Housing Authority of the County of San Bernardino which includes various management offices.
2. Drug-related Criminal Activity: The illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use a controlled substance, as defined in Section 102 of the Controlled Substances Act (21 U.S.C. Section 802) as from time to time amended.
3. Grievance: Any issue and/or dispute which a Resident may have with respect to an action or a failure to act by the HACSB, in accordance with the individual lease or HACSB regulations, which adversely affects the residents rights, duties, welfare, or status.
4. Resident: The adult person(s) other than a live-in aid:
 - a) Who resides in the unit and who executed the lease with the HACSB as lessee of the dwelling unit; or
 - b) The person who resides in the unit, and who is the remaining head of the household of the family residing in the unit.

IV. Incorporation in Leases:

HACSB's grievance procedures shall be included in, or incorporated by reference in all resident dwelling leases.

V. Meeting Request:

For all issues not related to the termination of residency and/or eviction from a dwelling unit, the resident may request a meeting with the Property Manager or other designated staff person. The meeting request must be received no later than five (5) business days from the date of HACSB's notification of the decision/action.

VI. Settlement Conference:

The resident will be given the opportunity for a settlement conference which provides the basic elements of due process before termination of residency and/or eviction from the dwelling unit. A resident will be afforded an opportunity for a settlement conference, upon request by the resident, within 5 business days after the resident knew or should have known about the matter under dispute.

Any grievance related to the termination of residency and/or eviction from a dwelling unit must be personally presented, either orally or in writing, to the Property Management Office of which the complainant resides so that the grievance may be discussed. All grievance requests must be personally presented within five business days after the occurrence of the event. The written request must specify the following to be considered for a settlement conference:

- A. The reasons for the grievance; and
- B. The action or relief sought.

For all nonpayment related terminations, residents are required to continue making scheduled payments until the conference. The grievance will be discussed at an onsite settlement conference with HACSB staff. A written notification specifying the time and place of the settlement conference shall be delivered to the complainant. The complainant shall be afforded a fair settlement conference which shall include:

- A. The opportunity to examine, before the settlement conference, any HACSB documents, including records and regulations that are directly relevant to the conference. The resident shall be allowed to copy any such document at the tenant's expense. If HACSB does not make the document available for examination upon request by the complainant, HACSB may not rely on such document at the settlement conference;
- B. The right to be represented by any person chosen as the resident's representative, and to have such person make statements on the resident's behalf;
- C. The right to present evidence and arguments in support of the resident's complaint, to controvert evidence relied on by HACSB or property management office; and
- D. A decision based solely and exclusively upon the facts presented at the conference.

If the complainant fails to appear at a scheduled conference, HACSB may make a determination to postpone the conference for not to exceed five (5) business days or may make a determination that the party has waived his/her right to a conference.

The complainant shall be notified of the decision of the settlement conference. At the conference, the complainant must first make a showing of an entitlement to the relief sought and thereafter HACSB must sustain the burden of justifying HACSB action or failure to act against which the complaint is directed. A written summary of the settlement conference shall be prepared within 30 business days and one copy shall be given to the tenant and one retained in the HACSB resident file. The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint, the specific reasons therefore, and the final decision of the settlement conference. The decision at the settlement conference will be the final regarding the grievance.

The decision of the settlement conference shall be binding on HACSB which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Authority Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination, that:

- A. The grievance does not concern HACSB action or failure to act in accordance with or involving the complainant's lease on HACSB regulations, which adversely affect the complainant's rights, duties, welfare or status; or
- B. The decision of the conference is contrary to applicable Federal, State or local law, HUD regulations or requirements of the annual contributions contract between HUD and HACSB

If the complainant is not satisfied with the results of the settlement conference with regards to their grievance, they may pursue the matter through the California State judicial process.

VII.

Accommodation of Persons with Disabilities:

The Authority will provide reasonable accommodation for persons with disabilities to participate in the hearing, upon request. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants. If the resident is visually impaired, any notice to the resident pertaining to the procedure must be in an accessible format.

By this signature I acknowledge receipt of these grievance procedures of HACSB as referenced in the Residential Lease Agreement.

Head of Household

Date