

NELSON HALL HOMES APARTMENT LEASE

Nelson Hall Homes Lease Summary				
Date of Preparation	Term of Lease		Monthly Payment to Owner	Security Deposit
2/9/2022	Begins	Ends	Tenant Rent \$_____.00 FSHA Subsidy \$_____.00 Total \$439.00	\$150.00 Other Deposits
<u>Resident</u>			<u>Owner</u>	
Name: TENANT NAME Unit size: 1 Unit: Address: 2100 N. 31 ST ST. APT. _____ FORT SMITH, AR 72904 Development: NELSON HALL HOMES			NELSON HALL HOMES INC. COMPASS REALTY & CONSTRUCTION GROUP Management Agent 2100 N. 31 ST Street Fort Smith, AR 72904	
Attachments: House Rules Drug Free Housing Agreement Pet Policy Parking Policy PBV Lease Rider Smoke-free Lease Addendum VAWA Lease Addendum			Other Occupants:	
THIS LEASE SUMMARY IS A PART OF THIS LEASE.				

1. **Lease.** Owner leases to Resident the parking space, if any, and the Unit in the Building identified in the Lease Summary for the term set forth therein in accordance with the provisions and conditions set forth herein.
2. **Rent.** Resident shall pay Owner at Owner’s address as identified above, or at such place as may be designated by the Owner, in advance by the first day of each month the total monthly payment as set forth above, additional payments and rental surcharges as provided for in this Lease.
3. **Utility Service.** A) Owner agrees to provide the following utilities and services at no additional cost to Resident:
Water & Sanitation Service

Owner will not be responsible for failure to furnish such services and utilities because of any cause beyond Owner’s control.

B) Resident shall furnish the following utilities and services at Resident’s own expense: **Gas and Electric**

4. **Security Deposit.** Resident has deposited with Owner a security deposit in the amount shown in the Lease Summary to secure performance of every agreement and covenant of Resident in this Lease. Owner may apply the deposit toward reimbursement for any costs incurred by Owner due to Resident's violation of this Lease, excluding nonpayment of rent. The Owner may only apply the deposit toward nonpayment of rent after the Resident vacates the unit. In the event the deposit is applied for such reimbursement; Resident shall provide Owner with such additional amount as is required to replace the amount applied within 10 days after notice by Owner. However, resident's liability for breaches of this Lease is not limited to the amount of Resident's security deposit.

Resident is obligated to pay rent for the term of the Lease and the security deposit is not to be used as the final month's rent. Resident's failure to pay rent, even if a security deposit will satisfy all amounts due, constitutes a default by Resident.

Owner shall inspect the Unit after Resident has permanently vacated the Unit. The Owner shall permit the Resident to be present during the inspection if the Resident so requests in writing prior to the time Resident permanently vacates the Unit. Owner shall mail or transmit to Resident a written, itemized statement of needed repairs, including the costs and repairs already made by Owner, except for those arising from ordinary wear and tear for which Resident is not responsible. Within sixty (60) days after Resident vacates the Unit, Owner shall return to Resident his/her security deposit as is required by law, less any deductions Owner is entitled to make. However, deductions for repairs shall be made only for those needed repairs mentioned in this paragraph for which there is a receipt or other written evidence of the costs. Photocopies of the receipts or other written evidence of the costs shall be sent to Resident as provided by law.

It is the responsibility of Resident to immediately advise Owner in writing of Resident's new mailing address. In the event, more than one Resident executes the Lease, the Owner may forward the amount of the refunded security deposit to the forwarding address submitted. There will be one check issued made payable to all leaseholders and it shall be the responsibility of the leaseholders to apportion the refunded security deposit.

5. **Fixtures.** All cabinets, window fixtures, plumbing fixtures, electrical fixtures and appliances in the Unit on the date the Lease is executed by Owner are part of the Unit and leased at no extra charge to Resident. Owner agrees to provide the additional fixtures and services specified in the Lease Summary at the monthly cost to Resident shown in the Lease Summary.
6. **Storage.** If storage containers are available at the Development Property, Resident shall cause them to be closed, secured and appropriately identified by tagging or other means and at the sole risk of Resident. Resident recognizes that Owner may require, in accordance with its rules and regulations, storage containers or sufficient identification for handling for all articles placed in storerooms. If any representative of Owner shall, at the request of Resident or members of Resident's household, move, handle or store any of Resident's articles in said storerooms or remove any of same, then in such case, such representative shall be deemed the agent of Resident. Consequently, the Owner shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith. Resident shall not store flammable materials, liquids or any other items that would create a danger to other people, to the Building or be in violation of the applicable municipal code(s).
7. **Lease Application.** The application for this Lease and all representations contained therein are made a part of this Lease and Resident warrants that the information given by Resident in the application is true. Any material misrepresentations made by Resident in the application shall constitute a material non-compliance with the terms of the Lease and shall be a basis for the Owner to terminate this Lease and repossess the unit as provided by law, after Owner gives Resident ten (10) days written notice of said material noncompliance.
8. **Family Certification and Rental Surcharges.** Resident agrees that income, family composition and other eligibility requirements shall be deemed substantial and material in determining the obligations of Resident's tenancy with respect to the amount of rent due under the Lease and Resident's right of initial occupancy.

Resident agrees that a re-certification of income, family composition and other eligibility requirements shall be made to Owner at least once every year from the date of this Lease or less frequently upon written approval of Owner; provided, however, that Resident shall be re-certified at any time at Resident's request. Resident agrees that Owner may divulge the information received to the US Department of Housing and Urban Development ("HUD"). Resident acknowledges that Owner and HUD have the right to seek verification of all representations made by Resident during re-certification.

If Resident fails to provide the required re-certification information and documentation to Owner on or before the date specified by Owner, such failure shall constitute a material breach of the Lease, then Owner may impose penalties, including terminating the Lease. Upon completion of re-certification, Resident shall pay Owner the difference (retroactively) between his/her rent before re-certification and the adjusted rent following re-certification. Owner agrees to meet with Resident, if Resident so requests, to discuss any changes resulting from the re-certification process.

9. **Rent Adjustment.** The total monthly payment including utility charges and allowances required to be made under paragraph 2 of this Lease may be changed during the term of this Lease and Resident agrees to pay any additional amounts required.

Owner shall give Resident thirty (30) days written notice before any increase in Resident's monthly payment becomes effective. The notice from Owner to Resident shall state the amount of the increase, the new monthly amount Resident is to pay, the effective date of the increase, the reasons for the increase and that Resident may request to meet with Owner to discuss the increase. Owner agrees to meet to discuss the increase with Resident if Resident so requests. Resident may, by giving Owner thirty (30) days written notice, terminate the Lease prior to the effective date of the increase.

10. **Use of Apartment – Subletting.** Resident shall personally use and occupy the Unit solely as a private dwelling for himself/herself and those individuals whose names are set forth in the Lease Summary. Unless with the prior written approval of Owner, Resident shall not sublet or rent the Unit or any part thereof unless Owner is required to permit Resident to sublet by law. Resident shall not permit the Unit or any part thereof to be used by any additional occupant, and shall not transfer or assign this Lease. Failure to comply with these limitations within ten (10) days after written notice by Owner shall be a material noncompliance with the terms of this Lease and shall constitute grounds for Owner at their option to terminate the Lease and repossess the Unit as provided by law.

A *guest* is defined as a person temporarily staying in the unit with the consent of a tenant or other family member of the household who has express or implied authority to so consent on behalf of the tenant. A guest can remain in the unit no longer than 14 consecutive days or a total of 30 cumulative calendar days during any 12-month period. Former residents who have been evicted are not permitted as overnight guests. Guests who represent Nelson Hall Home's unit address as their residence address or address of record for receipt of benefits or any other purpose will be considered unauthorized occupants. In addition, guests who remain in the unit beyond the allowable time limit will be unauthorized occupants, and their presence constitutes violation of the lease.

11. **Alterations, Additions, Fixtures.** Resident shall not make alterations, additions or improvements, or install in the Unit or on any part of the Development Property major appliances or devices of any kind, or interior decorations including but not limited to wallpaper, contact paper or any materials, without, in each case, the prior written consent of the Owner. All alterations and additions, except fixtures installed by Resident, shall remain as part of the Unit unless Owner elects that Resident shall restore the Unit to its original condition, in which case, Resident shall restore the Unit in its original condition, ordinary wear and tear accepted.
12. **Condition of Unit.** Resident acknowledges that except for work Owner has agreed in writing to perform, the Unit meets with Resident's approval and that Resident is satisfied with the present physical condition of the Unit. Resident agrees to take good care of the Unit, including fixtures, and keep it in a clean and sanitary condition complying with all law, and health and safety requirements. Resident agrees not to waste utilities and services furnished by Owner; not to use utilities, services or equipment for any improper or unauthorized purpose; and not to place signs or fences in or about the Unit or Development Property without the prior written consent of Owner. If such consent is obtained, Resident agrees, upon termination of the Lease, at the option of Owner, to remove such signs or fences without damage to the Unit or Development Property.
13. **Damage to Unit or Development Property.** Resident shall not cause any waste or damage to the Unit, Building or other property of the Development. In the event Resident, a family member of Resident or any other person(s) under the control of Resident, or person permitted to be on the Development Property by Resident causes any damage, Owner may apply Resident's security deposit towards Owner's costs to repair the damage. Upon written notice from Owner, Resident shall immediately remit to Owner an amount equal to the repair expenses. The notice from Owner shall be in writing and shall itemize the needed repairs and/or repairs made and the costs. Owner shall then credit the amount received towards Resident's security deposit up to the amount previously deducted from Resident's security deposit with the excess being retained by Owner. The failure of Resident to pay Owner within ten (10) days after notice from Owner shall be a material noncompliance with the terms of the Lease and shall constitute a basis for the termination of this Lease.
14. **Prohibited Illegal Activities.** Resident shall not engage in any illegal conduct including, but not limited to, drug related criminal activities, unlawful possession or use of a weapon, and threats or acts of violence, while on or near the Development Property. Furthermore, Resident shall not suffer or permit any member of Resident's family, any person occupying Resident's Unit, any guest of Resident or any other person associated with Resident from engaging in illegal conduct while on or near the Development Property. Nor shall Resident suffer or permit the Unit to be used for, or to facilitate criminal activity, nor permit, suffer or allow the Unit to contain illegal drugs, weapons or stolen property. Resident shall be responsible for the conduct of all persons residing with, or visiting Resident. The failure of Resident to comply with the terms of this paragraph is a material noncompliance with the terms of this Lease and shall constitute a basis to terminate this Lease. Proof of a violation of Lease under this paragraph shall not require a criminal conviction but shall be established by a preponderance of the evidence.

15. Additional Resident Obligations. Resident shall:

- (a) Maintain the Unit in the same condition as when initially occupied except for ordinary wear and tear, and maintain the Unit in a decent, safe and sanitary condition. Provide access to Owner for required Annual Comprehensive Decent, Safe and Sanitary Inspections to be conducted, and for reasonable maintenance and extermination.
- (b) Refrain from acts or practices which disturb neighbors including, but not limited to, playing loud music and having loud parties; or cause any waste or damage to the Unit or Development Property.
- (c) Notify Owner of any condition in the Unit or building that Resident believes to be dangerous to the health or safety of Resident or other Residents.
- (d) Not use or store in the Unit or Building or on the Development Property any flammable or explosive substances.
- (e) Place garbage and refuse inside containers provided by Owner and not litter the Development Property.
- (f) Properly use and operate all appliances, electrical, gas and plumbing fixtures.
- (g) Not place in the Unit or on the Development Property any furniture, plants, animals or any other things that harbor insects, rodents or other pests.
- (h) Not bring into the Unit or onto the Development Property materials that cause a fire hazard or safety hazard and do not comply with the requirements of Owner's fire insurance carrier. Resident shall not undertake, or permit his/her family or guests to undertake, any hazardous act(s) or anything that will increase the Owner's insurance premiums on the Development Property.
- (i) Use all facilities in the Development for their intended purposes including but not limited to, using parking facilities only for parking of vehicles and not for their repair or maintenance or storage.
- (j) Provide for the proper supervision of Resident's guests.
- (k) Notify Owner of any mechanical systems, appliances, fixtures, doors, windows or security devices that are broken or not in good working order.

16. Additional Owner Obligations. Owner shall be responsible for the following duties in addition to those set forth elsewhere, without additional cost to Resident.

- (a) Maintaining an exterminating service for the Unit and the Unit's Building that shall include the control of vermin and the elimination of rodents from Units and common areas.
- (b) Installing and maintaining functioning locks on all doors leading from the Unit to the outside or to common areas in the Building and leading from common areas to the outside.
- (c) Maintain the Unit and Development Property in a decent, safe and sanitary condition in accordance with the standards established by HUD and the applicable local codes. Conduct comprehensive Decent, Safe, and Sanitary Inspections annually.
- (d) Installing and maintaining adequate illumination in the common areas of the Development Property.
- (e) Arrange for collection and removal of trash and garbage.
- (f) Maintain all equipment and appliances in good working order.
- (g) Make necessary repairs with reasonable promptness.

17. Resident's Possessions. Owner is not an insurer of Resident's person or possessions. Resident agrees that all the Resident's property in the Unit or elsewhere on the Development Property shall be at the risk of Resident, and that Resident may carry such insurance, as Resident deems necessary. Resident further agrees that except for instances of negligence or intentional acts or omissions of Owner, its agents and employees, the Owner, or its agents and employees shall not be liable for any damage to the person or property of Resident or any other person occupying or visiting the Unit or Development.

- 18. Keys and Locks.** The Resident agrees not to install additional or different locks or gates on any doors or windows of the Unit without the written permission of the Owner. If the Owner approves the Resident's request to install such locks the Resident agrees to provide the Owner with a key for each lock. When this Lease ends, the Resident agrees to return all keys to the Unit to the Owner. The Owner may charge the Resident \$3.00 for each key not returned.
- 19. Rules and Regulations.** The rules and regulations given by Owner to Resident on or before the date of preparation of the Lease as stated in the Lease Summary shall be a part of this Lease. Resident covenants and agrees to keep and observe the rules and regulations and any future rules and regulations, as may reasonably be required by Owner for the necessary, proper and orderly care of the Unit, Building and Development Property. Owner shall publish and send to each Resident, at least thirty (30) days before said rules and regulations are effective, a copy of such future rules and regulations. Owner shall enforce all rules and regulations given to Resident against all Residents in the Building and on the Development Property.
- 20. Access by Owner.** Owner shall retain duplicate keys to the Unit and Owner or its agents shall have access to the Unit in an emergency. In the absence of an emergency, Owner will enter Resident's unit for inspection or to make necessary repairs or alterations either in the Unit or in the Building after giving Resident twenty-four (24) hours written notice. If Resident has not renewed the Lease or has given Owner notice of his/her intent not to renew the Lease, Owner shall have the right, during the last thirty (30) days of the term of the Lease, to show the Unit to prospective residents during the hours of 9:00 a.m. to 4:00 p.m.
- 21. Subordination.** This Lease is subject to all present or future mortgages or deeds of trust affecting the Unit and Resident hereby appoints Owner as Attorney-in-Fact to execute and deliver all necessary documents to subordinate this Lease to any present or future mortgages or deeds of trust affecting the Unit.
- 22. Condemnation.** In the event the Unit or the Building or any part hereof is taken by condemnation by the United States, the State of Arkansas (the "State") or any other governmental agency or authority, this Lease shall be terminated at the option of Owner thirty (30) days after written notice to Resident and Resident hereby specifically waives any right to any portion of the award received as damages, except such portion, if any, as relates to relocation of Resident.
- 23. Fire and Casualty.** If the Unit becomes uninhabitable because of fire, explosion or other casualty, Resident or Owner may at her/his option terminate this Lease twenty-four (24) hours after written notice to the other party and rent paid with respect to the period after such termination shall be returned to Resident. However, this paragraph shall not relieve Resident of her/his obligation to pay rent under this Lease if an act or omission for which Resident is responsible caused the Unit to become uninhabitable. In the event the Lease is not terminated; rent shall not accrue until the Unit is repaired so that Resident can occupy the Unit.
- 24. Surrender of Unit.** Upon termination of this Lease, Resident shall return the keys and quit and surrender the Unit, in as good order and condition as it was at the beginning of the term, reasonable wear and tear excepted. Resident shall surrender all appliances in clean condition and good working order, reasonable wear and tear accepted. If the Unit is not so surrendered, Resident shall make good to Owner all damage which Owner suffers by reason thereof, and shall indemnify Owner against all claims made by any succeeding resident against Owner founded upon delay by Owner in delivering possession of the Unit to such succeeding resident, so far as such delay is occasioned by failure of Resident to surrender the Unit and appliances in timely manner or proper condition.
- 25. Holdover Residents.** If Resident fails to surrender possession of the Unit upon termination of this Lease, Resident shall be deemed a "holdover" and for each day Resident continues to occupy the Unit after termination Resident shall pay as damages a sum equal to twice the Total Monthly Payment to Owner divided by thirty (30). The acceptance of the damages pursuant to this paragraph shall not constitute rent nor shall it be a waiver by Owner of any damages under this Lease or of any right of re-entry.
- 26. Abandonment.** If Resident shall abandon the Unit, voluntarily or involuntarily prior to termination, the same may be re-entered by Owner, re-let for such rent and upon such terms, as Owner may deem reasonable. The Resident shall be and remain liable for any deficiency in rent, any expenses incident to such re-letting, as well as any damages the Owner may have sustained by virtue of Resident's use and occupancy of the Unit. For the purpose of this paragraph, a Unit is abandoned when rent has not been paid for at least thirty (30) days after time due and there are not or has not been any visible signs of Resident's occupancy during this period.
- 27. Unit Transfers.** A transfer request may not be considered until 60 days prior to the expiration of the Dwelling Lease. A Resident without a disability that is housed in an accessible or adaptable unit must transfer to a unit without such features should an applicant with disabilities need the unit. The transfer will be made at the Landlord's expense. If a Resident makes a written request for special unit features in support of a documented disability, the Landlord shall modify the Resident's existing unit. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, the Landlord may transfer the Resident to another unit with the features requested by the Resident at the Landlord's expense. All other request for unit transfers, must be made in writing and a \$150.00 transfer fee must be paid prior to the transfer.

- 27. Action by Owner upon Default – Right of Re-Entry.** Except as may be specifically provided herein, should Resident at any time during his/her occupancy of the Unit fail to pay the monthly rent when due, or should Resident violate any of the other terms, provisions or conditions of this Lease, or any rules or regulations now or hereafter adopted by Owner for the Unit, Building, or Development Property, Owner shall have the right and option, after providing notice to Resident as provided by law, to terminate the tenancy and re-enter and take possession of the Unit as provided by law.
- 28. Remedies of Owner upon Termination.** In the event this Lease shall be terminated by Owner pursuant to any provision of this Lease other than lapse of time, provided proper notice is given, or as a result of condemnation:
- (a) Resident shall pay Owner any rent then due, together with all expenses incurred in the removal of the property and effects of Resident or other occupants from the Unit.
 - (b) Owner may re-let the Unit for such rent and upon such terms as Owner may deem reasonable. Resident shall remain liable for any deficiency in rent and Resident shall be liable for all reasonable expenses incurred by Owner in re-letting the Unit.
 - (c) Owner shall in no event be liable to Resident for failure to re-let the Unit or, if the Unit is re-let, for failure to collect the rent due under such re-letting. Any such failure to collect the rent due under such re-letting shall not release or affect Resident's liability. Owner agrees to make all reasonable efforts to re-let the Unit and collect the rent due under such re-letting.
 - (d) Owner's rights and remedies under this Lease are cumulative. The use of one or more thereof shall not exclude or waive any other right or remedy under this Lease, at law or in equity.
- 29. Opportunity to Cure.** Anything to the contrary herein notwithstanding, if Owner terminates this Lease, Resident shall not be liable for rent for the period after Resident has vacated the premises unless Resident has been given a written notice permitting Resident to cure the default within ten (10) days (except five (5) days for non-payment of rent) after notice is sent to Resident. The notice shall specify the facts concerning the default or breach and shall advise the Resident to respond to Owner if Resident disputes the facts contained in the notice. This paragraph shall not apply if Owner is unable to give written notice to Resident because of Resident's vacating the Unit.
- 30. No General Waiver, No Election of Remedies.** No waiver of any breach of the covenants, provisions or conditions contained in this Lease shall be construed as a waiver of the covenant itself or of any subsequent breach thereof; and if any breach shall occur and afterwards be compromised, settled or adjusted, this Lease shall continue in full force and effect as if no breach had occurred.
- 31. Lease Binding on Heirs, Successors.** To the extent permitted by law, the Lease shall be binding upon, and inure to Owner's and Resident's respective successors, heirs, executors, administrators and, to the extent provided herein, assigns, and the other occupants listed in the Lease Summary.
- 32. Plurals.** The words "Owner" and "Resident" herein shall be construed to mean "Owners" and "Residents" in case more than one person constitutes either party to this lease.
- 33. Notices.** All notices shall be either delivered in person to a person over the age of twelve (12) years old or mailed through the United States Postal Service postage prepaid. Notices to Owner shall be signed by Resident and addressed to Owner at the address for Owner shown in the Lease Summary. Notices to Resident shall be signed by Owner and addressed to Resident at the Unit or a more current address. Notices mailed are deemed received two (2) days after deposit in a United States Postal Service mailbox. Each notice shall fully set forth the effect(s) of such notice under this Lease, the event(s) that gave rise to the issuance of such notice and the provision(s) of this Lease to which notice relates.
- 34. Partial Invalidity.** The invalidity of any clause, part or provision of this Lease shall not affect the validity of the remaining portions thereof.
- 35. Compliance with Federal, State, and Local Law.** This Lease shall be governed by the laws of the State and shall be construed in conformity and compliance with all laws, ordinances, rules, regulations and codes of the federal government, the State, and the municipality having jurisdiction over the Development.
- 36. Discrimination.** Owner shall not discriminate against Resident in the provision of services, or in any other manner, on the grounds of race, color, creed, religion, sex, age, national origin, handicap, marital, familial status, and military discharge as per State law.

37. Pets. Resident is not allowed to keep a pet in the Unit or on the Development Property unless the rules or regulations of the Owner permit pets, or if Resident is permitted to keep a pet in the Unit pursuant to applicable laws. In the event Resident is permitted to keep a pet, and does so elect, Resident shall immediately notify Owner in writing as to the type of pet being kept by Resident. The Resident shall not allow the pet to injure or disturb other persons in the Building or on the Development Property, and Resident shall take all steps reasonably necessary to prevent the pet from causing any damage to the Unit or other Development Property.

The Owner has the right to establish rules and regulations governing the keeping of pets and shall promptly advise Resident of such rules and regulations. Resident agrees to act in compliance with the rules and regulations of Owner pertaining to the keeping of pets. The Owner may require the Resident to pay an additional sum which is reasonable in relation to the potential damage that may be caused by the pet. Resident shall promptly pay the additional sum upon written notice from Owner.

38. Attorney Fees. In the event either party to this Lease initiates litigation to enforce the terms of this Lease, the successful party shall be entitled to collect from the other party its reasonable attorney's fees, court costs and other costs incurred by the successful party because of the litigation.

39. Termination of Tenancy.

- (a) To terminate this Lease at the end of a lease term, the Resident must give the Owner thirty (30) days written notice before moving from the Unit.
- (b) Any termination of this Lease by the Owner must be carried out in accordance with federal, State and local laws, and the terms of this Lease. The Owner may terminate this Lease only for:
 - (1) The Resident's substantial breach of or material noncompliance with the terms of this Lease;
 - (2) The Resident's material failure to carry out obligations under any State or local Landlord-Resident Act;
Or
 - (3) Other good cause, which includes but is not limited to the Resident's refusal to accept the Owner's proposed changes to this lease. Terminations for "other good cause" may only be effective as of the end of any initial or successive term. "Other good cause" shall include but not be limited to Resident's breach of the terms of this Lease if such breach is not a substantial breach or a material non-compliance with the terms of this Lease; or is not a material failure to carry out obligations under any State or local Landlord-Resident Act.
- (c) If the Owner proposes to terminate the Lease, the Owner agrees to give the Resident written notice of the proposed termination. Notices of termination must be given in accordance with any time frames set forth in any applicable federal, State and local laws.
- (d) A substantial breach of or material noncompliance with this Lease includes, but is not limited to nonpayment of rent beyond any grace period available under State law; failure to reimburse the Owner within thirty (30) days for repairs made under paragraph 13 of this Lease; repeated late payment of rent; permitting unauthorized persons to live in the Unit; serious or repeated damage to the Unit or Development Property; creation of physical or other hazards; serious or repeated violations of the Lease that disrupt the livability of the Building, adversely affect the health or safety of any person or have an adverse financial impact upon the Building or Owner, interfere with the management of the Building or interfere with the rights and quiet enjoyment of other residents; knowingly giving the Owner false information regarding income or other factors considered in determining the Resident's rent; failure of the Resident to timely supply all required information on income, family composition, and other eligibility factors of the Resident household, including failure to meet the disclosure and verification requirements for social security numbers and failure to sign and submit wage and claim consent forms.

40. Change in Rental Agreement. The Owner may change the terms and conditions of this Lease. Any changes will become effective only at the end of the initial term or a successive term. The Owner must notify the Resident of any change and must offer the Resident a new Lease or an amendment to the existing Lease. The Resident must receive the notice at least sixty (60) days before the proposed effective date of the change. The Resident may accept the changed terms and conditions by signing the new Lease or the amendment to the existing Lease and returning it to the Owner. The Resident may reject the changed terms and conditions by giving the Owner written notice that he/she intends to terminate the tenancy. The Resident must give such notice at least thirty-five (35) days before the proposed change will go into effect. If the Resident does not accept the changes or amendment to the Lease, the Owner may require the Resident to move from the Unit as provided in the existing Lease.

41. Penalties for Submitting False Information. If the Resident deliberately submits false information regarding income, family composition or other data on which the Resident's eligibility or rent is determined, the Owner may terminate the lease.

- 42. **Contents of this Lease.** This Lease and its Attachments make up the entire agreement between the Resident and the Owner regarding the regulations associated with the leasing and occupancy of the Unit.
- 43. **Charges for Late Payments and Returned Checks.** If the Resident does not pay the full amount of the rent by the end of the 5th day of the month, the Owner may collect a fee of no more than \$30.00 per month as additional rent or such amount as established by local laws, if any, whichever is greater. Further, the Owner may elect to collect a fee of \$25.00 as additional rent for any dishonored payment.
- 44. **Owner/Resident Compliance.** Owner and Resident agree to fully cooperate and comply with any applicable rules, regulations or directives issued by HUD.
- 45. **Owner's Authorized Agent:** A duly appointed management company or property manager may act in behalf of Owner in enforcing the terms of this Lease.
- 46. **Definitions:**
 - UNIT:** Shall mean the Unit to be occupied by Resident pursuant to this Lease.
 - BUILDING:** Shall mean the Building that contains the Unit to be occupied by Resident pursuant to this Lease.
 - DEVELOPMENT PROPERTY:** Shall mean the real and personal property owned by Owner, including the Unit and Building Resident resides in, which are a part of this particular Development
 - DEVELOPMENT:** Shall include the real and personal property of Owner and all aspects of the maintenance, management and operation of said property that pertain to the Unit to be occupied by Resident and adjoining property which comprises the entire housing project owned by Owner.
 - RESIDENT:** Shall mean the person or persons lawfully entitled to occupy the Unit under the terms of this Lease.
 - OWNER:** Shall mean the owner of the real and personal property of the Development including the beneficiaries of any land trust holding legal title to the Development.

NELSON HALL HOMES LEASE GUARANTEE

The undersigned, as guarantor, in consideration of Owner entering the above Lease with Resident hereby guarantees all Monthly Payments to Owner and performance of all other obligations of Resident under this Lease and all contemporaneous and future attachments and amendments thereto. The undersigned acknowledges receipt of a copy of this Lease. Any notice that Owner is required to give Resident under this Lease, including but not limited to notice of default, is deemed given to the undersigned upon Owner giving Resident notice in accordance with paragraph 34 of this Lease, and the undersigned waives any other notice from Owner, if there is more than one guarantor, this liability shall be joint and several.

OWNER/MANGER:

RESIDENT:

BY: _____

BY: _____

DATE:

DATE:

BY: _____

DATE:

I have received a copy of this Lease, the Bed Bug Fact sheet, the Nelson Hall Homes newsletter/calendar, the Fire Stop information sheet, a copy of the Complaints & Appeal Policy (Initial)_____

NELSON HALL HOMES HOUSE RULES

THE FOLLOWING SHALL BE OBSERVED BY ALL RESIDENTS AND THEIR GUESTS/VISITORS TO NELSON HALL HOMES

1. IF YOU WITNESS ILLEGAL ACTIVITIES IN THE COMMUNITY, CALL POLICE IMMEDIATELY. Also, please contact the Nelson Hall Homes office to let us know about the situation. With your help and cooperation, we can make this community an enjoyable and safe place to live.
2. Residents are to maintain the exterior and interior of their home in a safe and sanitary condition. Resident shall notify the Management Office promptly of required repairs to the unit and of unsafe conditions in the areas surrounding the unit. Resident(s) will be furnished a newsletter upon signing lease which lists office hours, telephone number and after hour emergency maintenance telephone number. If you have an **emergency maintenance after-hours request, call 479-561-9159**. Your request will receive immediate attention. Any requests that are not of an emergency nature will not be taken care of until the following work-day or when the matter can be scheduled. Non-emergency work items can be called into the Management Office at **479-782-4991**. Please do not leave maintenance request on the answering machine.

You are reminded that matters requiring the Fire Department, Sheriff/Police Officer, Ambulance or Utilities are to be directed to them instead of calling the Management office.

3. No additional buildings or sheds are to be built or added to the property. No Signs and no notices of any type are to be posted anywhere outside of; or on the house.
4. All trash must be properly disposed of. Do not leave any garbage or garbage bags inside or outside of dwelling unit. All garbage is to be placed in plastic bags, tied securely and placed in garbage cans. Tenants are provided a 64-gallon trash cart by the City of Fort Smith, Sanitation Department. The trash cart is property of the City and must remain with the unit. Trash pick-up is on Thursday mornings. All trash placed by the curb must be in the trash cart. Large items can be picked up by calling the sanitation department, requesting the dial-a-truck service and scheduling a pick-up time and instruction. **DO NOT** place large items on the curb until the day of scheduled pick-up. The sanitation department number is 784-2350.
5. The outside of each home is to be well maintained – no debris or trash. This includes children's toys, bicycles, etc. Sidewalks and porches are to be kept clear of items which could cause someone to trip and fall.
6. No antennas, satellite or any other items (including holiday lights/decorations) are to be installed without prior written consent from the Management Office. Cable and Satellite installation- Please schedule installation between 8:30am and 4:30pm, Monday-Friday. The installation technician must check in at the office when they arrive. We will provide them with a copy of our installation guidelines.
7. No one is ever allowed to be on the roof. If items are thrown up there, you must call the Management Office for their removal.
8. No painting (interior or exterior), border trim, remodeling of dwelling unit is allowed.

9. Renter's Insurance. Protect yourself from loss. Nelson Hall Homes is not responsible for acts of third parties or your losses if your dwelling unit is burglarized. A lot of protection for a small investment is obtainable from Insurance Company.
10. Grounds and Sidewalks. The Resident is NOT responsible for the lawn and sidewalk maintenance. The lawn must be kept neat, clean and free of debris throughout the year. The Resident shall not prune the trees, shrubs or plantings without prior written approval from the Management Office. Sidewalks must be kept clean in summer and free of toys, especially in areas where people would walk. Children must be taught to ride their "wheels" in areas where Residents will not be bumped, jostled or forced off the walk. This is particularly true in areas where older people are living.
11. Landscaping: Residents may plant flowers in the defined existing areas. Nothing should be planted outside these areas without approval from the management office. Residents must maintain flower beds all year long. Residents must put a sturdy boarder around gardens and plants to protect them from the yard service contractor. Boarders must be strong enough to withstand a weed eater string without receiving damage.
12. Gardens: Residents may submit a written request showing the size and location of a small garden in the rear yards. The resident will be responsible for the cost of the garden. Residents shall make sure the garden is kept free from weeds and cleaned after the season. When the resident moves from the property the resident will be responsible for removing the garden and reseeding the area to have it restored back to the original condition.
13. Lawn Furniture: Lawn furniture is acceptable on front porches and in rear yards. No stuffed chairs or other interior furniture is allowed in the yards or on the porches.
14. All dryers must be properly vented. All dryers must have a dryer vent box. Dryer vent boxes may be purchased at any hardware store. Our maintenance department also has them in stock for \$15.00 and will install the box at no extra cost. Please call the receptionist and submit a work order for installation.
15. It is the Resident's responsibility to make sure the smoke detectors in your unit are in full working order throughout your tenancy. Please check them regularly and report any problem to the office of Nelson Hall Homes immediately. Resident will be charged a \$25.00 fee for rendering your detectors inoperable.

This document has been reviewed and a copy received by the Resident(s) leasing a Nelson Hall Homes dwelling unit.

Resident's Signature

Date

Resident's Signature

Date

LEASE ADDENDUM FOR DRUG-FREE HOUSING

1. Resident, any member of Resident’s household, or a guest or invitee of the Resident, shall not engage in criminal activity, including gang activity and drug-related criminal activity, on or off the development premises. Drug related criminal activity means the illegal manufacture, sale, distribution, use or possession, or intent to manufacture, sell, distribute or use a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)).
2. Resident, any member of the Resident’s household, or a guest or invitee of the Resident, shall not engage in any act intended to facilitate criminal activity. This includes illegal gang activity and drug-related criminal activity on or off development premises.
3. Resident or members of the household will not permit the dwelling unit to be used for or to facilitate criminal activity, including illegal gang activity and drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or guest or invitee.
4. Resident or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs of any location, whether on or off the development premises or otherwise.
5. Resident, any member of the Resident’s household, or guest or invitee shall not engage in acts of violence or threats of violence, including, but not limited to, illegal gang activity, the unlawful discharge of firearms on or off the development premises.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR THE TERMINATION OF TENANCY. A single violation of any of the provisions of the Addendum shall be deemed a serious violation and a material non-compliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this Addendum and any other provisions of the lease, the provisions of this Addendum shall govern.
8. This Lease Addendum is incorporated into the lease, executed or renewed, this day between the Agent for Owner and Resident. The undersigned has read, understands and agrees to the above and acknowledges that this is a part of the Lease.

I/We acknowledge receipt of one (1) copy of the Lease Addendum for Drug-Free housing.

Resident Signature

Date

Resident Signature

Date

NELSON HALL HOMES PET POLICY

Pet fees will be collected in the following amounts: Cat \$150, Dog \$150,
Birds \$10, Fish \$10, Hamster & Gerbil \$10

All pets must fall under the category of commonly accepted household pets, specifically:

- Cat – domestic breeds only. One cat per household is allowed. All cats must be spayed or neutered. Documentation must be furnished and is not negotiable.
- Dog – must not exceed 18 inches in height. Must not exceed 25 pounds. One dog per household is allowed. All dogs must be spayed or neutered. Documentation must be furnished and is not negotiable. The owner must keep their dog on a leash always – per city ordinance of Fort Smith, Arkansas. No aggressive breeds.
- Birds – no more than two per household. Birds must be caged.
- Fish – a maximum of 20-gallon fish tank/aquarium is permitted.
- Hamster & Gerbil – limit 1. All need to be caged.

In addition, the following criteria will apply:

1. Tenant agrees to pay a \$150.00 non-refundable pet fee. The \$150.00 non-refundable pet fee does not limit the Management Agent from billing the Resident for damage more than \$150.00 caused by dog or cat. Cat and/or Dog ownership shall be subject to the pet policy then in affect at the time and or amended from time to time.
2. Pet fee, shot record, and spay or neuter record must be provided before a cat or dog is brought on property.
3. No feeding of stray animals, feeding and or caring for an animal is sufficient evidence of ownership of a pet.
4. No visitor pets allowed

A non-refundable fee is hereby acknowledged. Said fee will be held, without interest, against damage caused by my pet or my failure to clean up after it.

This pet will be kept in my apartment and it is understood he/she must be kept in my exclusive care.

I further agree that I will abide by the following rules and regulations. Failure to do so will result in the loss of my pet privileges or the termination of my tenancy.

1. My pet has been examined by a licensed veterinarian and/or certified pet shop and has been pronounced healthy in that he/she has no disease that could prove harmful to anyone occupying the building.

I will submit this information annually to provide continued assurance of his/her health.

2. The pet owner shall be responsible for the removal of waste from all areas of the PHA by placing it in a sealed plastic bag and disposing of it in residential trash containers or in the dumpster provided by the PHA. A separate pet waste removal charge of \$25.00 per occurrence will be assessed against pet owners who fail to remove pet waste in accordance with this policy. The owner shall be responsible for cleaning up after his/her pet *both* inside the apartment and all other areas the pet comes in contact with.
3. In the event, I become unable to take care of my pet, I agree to find a suitable home for his/her care within (5) days or relinquish my pet to the local Animal Control personnel.
4. I understand my pet is not to be allowed outside the confines of my unit unless he/she is on a leash and is under my constant control.
5. I will not allow my pet to bark or otherwise create such a noise as will interfere with other resident's rights to the peaceful enjoyment of their homes.
6. No animals may be tethered or chained inside or outside the dwelling unit unless supervised always and not longer than 20 minutes per hour.
7. If a PHA staff feels the welfare of the pet is not being met, PHA has the authority to remove the pet and place the pet in the local Animal Control Shelter.

Tenant Signature

Tenant Signature

Date

NELSON HALL HOMES PARKING POLICY

The goal of a parking policy is to adequately meet the parking needs of our residents and guests and maximize the available parking spaces at Nelson Hall Homes.

REGISTRATION AND PARKING PERMITS

All vehicles are required to be registered at the office.

A copy of your registration is required to receive a parking permit. A copy of your registration will be required each year during your annual re-exam.

All vehicles are required to properly display a parking permit issued by the Assistant Property Manager or Property Manager.

Health care aids must obtain a temporary parking permit, to park in tenant parking areas.

PARKING AND PARKING SPACES

All vehicles must be properly parked in a lined parking space.

For residents who own 2 vehicles, only 1 vehicle is allowed in tenant parking areas. The 2nd vehicle must be parked on a city street or the Beckman Center parking lot.

Residents who have been issued a reserved parking space must only park in the reserved space.

Parking is only allowed on the east side of North 31st Street and cars must face north.

Parking is only allowed on the east side of Futral Drive and cars must face north.

Vehicles parked on the east side of Futral Drive must face North, in the direction of traffic flow per Fort Smith city ordinance.

DO NOT park on landscaped or grass areas.

DO NOT park on unpaved or unmarked areas.

DO NOT double park.

DO NOT park in the circular driveways such as Judy Circle or Clara Circle unless it is a designated space.

DO NOT park in the half circular driveways such as Brooks Drive, Brewer Drive or Becky Drive, unless it is a designated space.

Failure to follow the parking policy will result in a resident being subject to a lease violation.

A lease violation may lead to lease termination.

Abandoned, inoperable or tagged vehicles will be towed at the owner's expense.

GUESTS

All guests must park on city streets or will be subject to towing at the owner's expense.

_____ I do not have a vehicle. _____ I have a scooter or a motorcycle.

_____ I have a vehicle. Description:

I do hereby fully understand the parking policy stated above and with my signature below I certify that I have received a copy of this form.

Tenant Signature

Tenant Signature

Date

NELSON HALL HOMES PBV LEASE RIDER

- a. **Termination Notification.** HUD is incorporating additional termination notification requirements to comply with section 6 of the Act for public housing projects that convert assistance under RAD. In addition to the regulations at 24 CFR § 983.257, related to owner termination of tenancy and eviction, as modified by the waiver in Section 1.6(C)(3) above, the termination procedure for RAD conversions to PBV will require that PHAs provide adequate written notice of termination of the lease which shall not be less than:
- i. A reasonable period, but not to exceed 30 days:
 - If the health or safety of other tenants, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; or
 - In the event of any drug-related or violent criminal activity or any felony conviction;
 - ii. 14 days in the case of nonpayment of rent; and
 - iii. 30 days in any other case, except that if a State or local law provides for a shorter period, such shorter period shall apply.
- b. **Grievance Process.** HUD is incorporating additional procedural rights to comply with the requirements of section 6 of the Act.
- c. For issues related to tenancy and termination of assistance, PBV program rules require the PHA to provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555. RAD will waive 24 CFR § 982.555(b) in part, which outlines when informal hearings are not required, and require that:
- i. In addition to reasons that require an opportunity for an informal hearing given in 24 CFR § 982.555(a)(1)(i)-(vi),¹ an opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to a PHA (as owner) action in accordance with the individual’s lease or the contract administrator in accordance with RAD PBV requirements that adversely affect the resident’s rights, obligations, welfare, or status.
 - For any hearing required under 24 CFR § 982.555(a)(1)(i)-(vi), the contract administrator will perform the hearing, as is the current standard in the program.
 - For any additional hearings required under RAD, the PHA (as owner) will perform the hearing.
 - ii. An informal hearing will not be required for class grievances or to disputes between residents not involving the PHA (as owner) or contract administrator. This hearing requirement shall not apply to and is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and the PHA (as owner) or contract administrator.
 - iii. The PHA (as owner) give residents notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR § 982.555(a)(1)(i)-(vi). The PHA (as owner) provided opportunity for an informal hearing before an eviction.

Tenant Signature

Tenant Signature

Date

¹ § 982.555(a)(1)(iv) is not relevant to RAD as the tenant-based certificate has been repealed.

SMOKE-FREE LEASE ADDENDUM

Tenant and all members of Tenant's family or household are parties to a written lease with Nelson Hall Homes (the Lease). This Addendum states the following additional terms, conditions, and rules, which are hereby incorporated into the Lease.

A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease.

- 1. Purpose of No-Smoking Policy.** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building.
- 2. Definition of Smoking.** The term "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, including all electronic cigarette products commonly referred to as "e-cigarettes."
- 3. Smoke-Free Complex.** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.
- 4. Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations.** Tenant shall inform Tenant's guests of the no-smoking policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside of the Tenant's unit.
- 5. Landlord Not a Guarantor of Smoke-Free Environment.** Tenant acknowledges that Landlord's adoption of a smoke-free living environment and the efforts to designate Nelson Hall Homes as smoke-free do not make the Landlord or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its Lease and to make the units smoke-free. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking.
- 6. Effect of Breach and Right to Terminate Lease.** A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this Addendum shall be a material breach of the Lease and grounds for immediate termination of the Lease by the Landlord.
- 7. Disclaimer by Landlord.** Tenant acknowledges that Landlord's adoption of a smoke-free living environment and the efforts to designate Nelson Hall Homes as smoke-free do not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental properties. Landlord specifically disclaims any implied or express warranties that the Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warrant or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice

that Landlord does not assume any higher duty of care to enforce this Addendum than any other landlord obligation under the Lease. Tenant acknowledges the right to appeal a decision by Landlord through use of the appeal process set out in the Lease.

8. Enforcement Plan

This no-smoking policy is anticipated to have varying levels of Tenant compliance and will be an additional responsibility for site staff to enforce. The following is an outline of our enforcement plan:

- **First violation:** Verbal warning followed by smoking cessation materials
- **Second violation:** Written warning letter
- **Third violation:** Lease Violation notice and possible non-renewal of lease or lease termination.

Nelson Hall Homes Tenant

Date

Nelson Hall Homes Tenant

Date

Managing Agent

Date

NELSON HALL HOMES APARTMENT LEASE

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD NELSON HALL HOMES	UNIT NO. & ADDRESS
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This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other “good cause” for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim’s behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Tenant

Date

Landlord

Date

