

PART I RESIDENTIAL LEASE AGREEMENT: LEASE CONTRACT

FOR

THE TALLAHASSEE HOUSING AUTHORITY

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Revised December 1, 2013

Tallahassee Housing Authority

PART I of the RESIDENTIAL LEASE AGREEMENT

THIS AGREEMENT is executed between the Tallahassee Housing Authority (herein called "THA"), and _____ (herein called the "Resident"), and becomes effective as of this date: _____ [966.4(a)]

(1) Unit: That the THA, relying upon the representations of Resident as to Resident's income, household composition and housing need, leases to Resident, (upon Terms and Conditions set forth in Part II of this Lease agreement) accepts the possession of a () bedroom dwelling unit **LOCATED at** _____, **Tallahassee, Florida** _____, (and hereinafter called "premises") to be occupied exclusively as a private residence by Resident and Household. The Resident **UNIT (Apartment) NUMBER is:** _____. [966.4(a)]

(2) Household Composition: The Resident's household is composed of the individuals listed below. (Other than the Head or Spouse each household member should be listed by age, oldest to youngest. [966.4(a)(2)] All members of the household over age 18 shall execute the lease.

Name	Relationship	Birth Date	Social Security # (last four digits only)	Add/Delete	Date
1.	Head				
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					

(3) Term: The term of this lease shall be one calendar year, renewed as stipulated in Part II of the Lease.

(4) Rent: Initial rent (prorated for partial month) shall be \$_____ according to the number of days remaining in the first monthly term when Resident take possession of the dwelling.

Thereafter, rent in the amount of \$_____ per month shall be payable in advance on the first day of each month, and shall be delinquent after the fifth (5th) business day of said month. A utility reimbursement of \$_____ per month (if applicable) shall be paid to the utility supplier by THA for the Resident. [966.4(b)(1)]

(5) Utilities and Appliances: THA – Supplied Utilities [966.4(b)(1)]

If indicated by an (X) below, THA provides the indicated utility as part of the rent for the premises:

- Electricity Natural Gas Heating Fuel Water Sewerage Trash
- Other: _____

If indicated by an (X) below, THA shall provide the following appliances/Equipment for the premises.

- Cooking Range Refrigerator Dishwasher Mini Blinds Smoke Detector

Master-meters are read monthly for Electric and Gas. Residents under the master metering shall be billed at the authority's rate for the utility companies for excessive utility consumption in accordance with the current schedule of charges.

(6) Utility Allowances: Resident-Paid Utilities [913.102]

If indicated by an (X) below, THA shall provide Resident with a Utility Allowance in the monthly amount totaling \$_____ for the following utilities paid directly by the Resident to the Utility supplier:

- Electricity Gas Heat Water Sewerage Trash removal

(7) Security Deposit: Resident agrees to pay \$_____ as a Security Deposit. See Part II of this lease for information on treatment of the Security Deposit. [966.3(b)(5)]

(8) Execution: By Resident's signature below, Resident and household agree to the terms and conditions of Part I and II of this lease and all additional documents made a part of the lease by reference.

By the signature(s) below I/we also acknowledge that the Provisions of Part I and II of this Lease Agreement have been received and thoroughly explained to me/us:

RESIDENT: _____ DATE: _____

CO-RESIDENT: _____ DATE: _____

CO-RESIDENT: _____ DATE: _____

MANAGER: _____ DATE: _____

WITNESS: _____ DATE: _____

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 THA before execution of the lease, or before THA 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 THA 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.

Resident's Signature

Date

ATTACHMENTS: If indicated by an (X) below, THA has provided the Resident with the following attachments and information:

- (X) Part I of this Lease
- (X) Part II of this Lease
- (X) Standard Maintenance Charges
- (X) Watch Out for Lead Paint Poisoning
- (X) Is fraud worth it (HUD-1141-016)
- (X) What you should know about EIV
- (X) VAWA Protection
- (X) Failed Housekeeping Procedure
- (X) Community Service Policy

STATEMENT ON RECEIPT OF INFORMATION

I/We have received a copy of the above information including “The Danger of Lead Poisoning to Homeowners “ and “The Danger of Lead Poisoning to Renter”. The above information has been thoroughly explained to me/us. I/We understand the possibility that lead-based paint may exist in the unit.

Resident’s Signature

Date

EMERGENCY MAINTENANCE ON-CALL NUMBER: (850) 562-7990

This number will connect you to our answering service after hours, weekends and holidays.

IN CASE OF EMERGENCY CONTACT

NAME _____

PHONE _____

RESIDENT’S DESIGNATED BENEFICIARY

THA reserves the right to secure the dwelling and/or remove Resident’s personal property to a storage facility upon the death or incapacity of a sole Resident, until such time as a personal representative, next of kin, or Resident’s beneficiary (as listed below) executes the proper receipt required by THA for Resident’s personal property, or has received a court order giving access, control or possession to Resident’s personal property.

NAME _____

RELATIONSHIP _____

ADDRESS _____ **E-MAIL** _____

HOME PHONE _____ **BUSINESS/OR CELL PHONE** _____

**PART II RESIDENTIAL LEASE AGREEMENT: TERMS AND CONDITIONS
FOR
THE TALLAHASSEE HOUSING AUTHORITY**

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**Tallahassee Housing Authority
RESIDENTIAL LEASE AGREEMENT PART II**

THIS LEASE IS IN TWO PARTS:

Part I is a lease contract. This is executed by the resident and the THA, includes Part I Terms and Conditions (by reference) and the following information specific to each family's circumstances:

- Identification of all members of Resident household by relationship to the Head of the Household, their social security numbers, ages (at the time of lease execution) and dates of birth (DOB);
- Unit address, occupancy date, development name and number;
- Pro-rated and full monthly rent amount, security deposit required, pro-rated and full monthly utility allowance provided (if any), pro-rated and full monthly utility reimbursement (if any) and the amount of any other charges due under the lease;
- Utilities and appliances provided by the THA with the unit;
- All pamphlets or informational materials provided to Resident;
- Signature line for the parties to the lease (all adult members of Resident household must sign the lease);
- Emergency telephone number for Resident to use if maintenance problems arise with the unit outside of normal THA working hours.
- Emergency contact and designated beneficiary

Part II establishes the Terms and Conditions of the lease. These apply to all residents;

TALLAHASSEE HOUSING AUTHORITY

PART II of the RESIDENTIAL LEASE AGREEMENT: TERMS AND CONDITIONS

THIS LEASE AGREEMENT (called the "Lease") is between the Tallahassee Housing Authority, (called "THA") and Resident named in Part I of this lease (called "Resident"). [966.4(a)]

I. Description of the Parties and Premises: [966.4 (a)]

- (a) THA, using data provided by Resident about income, family composition, and needs, leases to Resident, the property (called "premises" or "dwelling unit") described in Part I of this Lease Agreement, subject to the terms and conditions contained in this lease. [966.4 (a)]
- (b) Premises must be used as the only private residence of the Resident and the family members named on Part I of the Lease. THA may, by prior written approval, consent to Resident's use of the unit for legal Profit-making activities subject to the THA's policy, found in the Admissions and Occupancy Policy on such activities. [966.4 (d)(1 & 2)]
- (c) Any additions to the household members named on the lease, including Live-in Aides and foster children, **but excluding natural births**, require the advance written approval of THA. Such approval will be granted only if the new family members pass THA's screening criteria. THA reserves the right to refuse any addition which does not meet criteria outlined in the Admissions and Continued Occupancy Policy. A unit of the appropriate size will be offered if available on a case-by-case basis.
- (d) Resident shall report deletions (for any reason) from the household members named on the lease to THA orally or in writing, within 10 days of the occurrence. [966.4 (c)(1) & (2) & (f)(3)] Resident agrees to initial and date any deletion or addition approved by THA as provided in Part I of this agreement.

Lease and Amount of Rent

- (e) Unless otherwise modified or terminated in accordance with Section XVI, this Lease shall automatically be renewed for successive terms for one calendar year. [966.4 (a)(1)] The rent amount is stated in Part I of this Lease. Rent shall remain in effect unless adjusted by the THA in accordance with Section VII herein. [966.4(c)]
- (f) **Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the fifth business day of the month.** When the fifth business day of the month falls on a weekend or a legal holiday, rent shall not be considered delinquent until after the first working day following such weekend or legal holiday. This provision does not create a “grace period”. Payments made as rent shall be applied by THA to any outstanding balances which may include rent, utilities, maintenance, or other balances owed by Resident. When THA makes any changes in the amount of Total Tenant Payment or Tenant Rent, THA shall give written notice to Resident. The notice shall state the new amount, and the date from which the new amount is applicable. Rent predeterminations are subject to the Administrative Grievance Procedure. The notice shall also state that Resident may ask for an explanation of how the amount is computed by THA. If Tenant asks for an explanation, THA shall respond in 10 business days. [966.4 (c)(4)]

All residents will be given a choice of income based or flat rent at their annual recertification. Income based rent is 30% of the adjusted annual income or flat rent that is lower than income based but less than fair market. Flat rents are re-examined every 3 years for income purposes and annually for family composition. No utility allowance is given for Pinewood Place and Scattered Site housing. Utilities are included in the flat rent calculation for Orange Avenue and Springfield Complexes.

Permissive Deductions for income based rents are for persons employed a minimum of 25 hours per week. The allowable

deductions are social security taxes, federal taxes and health insurance. Permissive Deductions have a five year life time limit.

II. Other Charges

In addition to rent, Resident is responsible for the payment of certain other charges specified in this lease. The amounts of other charges are specified in Part I of this Lease Agreement. Other Charges can include: [966.4 (b) (2)]

- (a) Maintenance Costs** -- 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, household members or by guests. When THA determines that needed maintenance is not caused by normal wear and tear, Resident shall be charged for the cost of such service, either in accordance with the “Schedule of Maintenance Charges” posted by THA or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to THA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged. [966.4 (b)(2)]
- (b) Excess Utility Charges** – At developments where utilities are provided by THA, a charge shall be assessed for excess utility consumption in accordance with the current “Schedule of Charges” in effect at the time. This charge does not apply to Residents who pay their utilities directly to a utility supplier. [966.4 (b)(2)]
- (c) Late Charges** – *A charge of \$10.00 for rent charges paid after the fifth calendar day of the month. [966.4 (b)(3)]*
- (d)** THA shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. Charges in addition to rent are due no sooner than fourteen (14) days after Tenant receives THA’s written notice of the charge. [966.4 (b)(4)]
- (e) Insufficient Fund Charges** – A charge of \$20.00 will be charged for any check returned due to insufficient funds.

III. Payment Location

Rent and other charges can be paid directly to THA's Central office or other location as designated by THA. Cash payments will not be accept. Whenever a check issued to THA by Resident or on behalf of Resident to satisfy indebtedness to THA is returned unpaid, THA reserves the right not to accept future checks. Residents are entitled to receive a written receipt for all amounts paid to THA at the time payment is made

IV. Security Deposit

- (a) Resident Responsibilities: The Resident agrees to pay an amount equal to \$100.00 for a one (1) bedroom, \$125.00 for a two (2) bedroom, \$150.00 for a three (3) bedroom, 175.00 for a four (4) bedroom, and 200.00 for a five (5) bedroom unit. THA reserves the right to make other arrangements for payment of security deposits in the case of extreme hardship. The dollar amount of the security deposit is noted on Part I of this Residential Lease. [966.4 (b)(5)]
- (b) THA's Responsibilities: THA will use the Security Deposit at the termination of this Lease:
1. To pay the cost of any rent or any other charges owed by Resident when Resident vacates the unit.
 2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Resident, household members or guests.

The Security Deposit may not be used to pay rent or other charges while Resident occupies the dwelling unit. No refund of the Security Deposit will be made until Resident has vacated *or transfered* and THA has inspected the dwelling unit. The Resident will be notified within 10 business days of THA's intention to make any charges against the deposit. *THA agrees to return the Security Deposit within 30 days after Resident moves out, less any deductions for any costs indicated above, so long as Resident furnishes THA with a forwarding address. If no forwarding address is given the last known address will be used. If deductions are made, THA will furnish Resident with a written*

statement of any such costs for damages and/or other charges deducted from the Security Deposit.

V. Utilities and Appliances [966.4 (b)(1)]

- (a) THA Supplied Utilities:** If indicated by an (X) on Part I, THA will supply the indicated utility: electricity, natural gas, heating fuel, water, sewer service, trash collection. THA will not be liable for the failure to supply utility service for any cause whatsoever beyond its control. If indicated by an (X) on Part I of the Lease Agreement, THA will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only if Resident obtains written approval from THA, which THA has full discretion to deny. [966.4 (b)(2)]
- (b) Resident-paid Utilities:** If Resident resides in a development where THA does not supply electricity, natural gas, heating fuel, water, sewer service, or trash collection, all allowance for Utilities shall be established, appropriate for the size and type of dwelling unit, for utilities Resident pays directly to the utility supplier. The Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, THA will pay a Utility Reimbursement each month. [913.102] Between annual reviews of utility allowances, THA will only revise its utility allowances due to a rate change, when required by the regulation. THA shall give Resident 60 day's written notice of the revised allowance along with any resultant charges in Tenant Rent or Utility Reimbursement. [965.473 (c)] If Resident's actual utility bill exceeds the Allowance for Utilities, Resident shall be responsible for paying the actual bill to the supplier. If Resident's actual utility bill is LESS than the Allowance for Utilities, THA shall pay the difference to the utility supplier.
- (c) Resident Responsibilities:** Resident agrees not waste the utilities provided by THA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. [966.4(f)(8)]. If Resident or members of

Resident's household damage or destroy the utility metering devices the Resident shall be financially liable to THA or the utility company. The removal of THA's appliances and/or equipment from the dwelling without the express written approval of THA is a crime. THA shall pursue prosecution of those persons responsible by notifying the appropriate authorities.

Resident also agrees to abide by any local ordinances or House Rules restricting or prohibiting the use of space heaters in multi-dwelling units.

VI. Terms and Conditions

The following terms and conditions of occupancy are made a part of the Lease.

- (a) Use and Occupancy of Dwelling:** Resident shall have the right to exclusive use and occupancy of the dwelling unit for Resident and other household members listed on the lease. With the prior written consent of THA, members of the household may engage in legal profit making activities in the dwelling unit. [966.4(d)(1) & (2)]

This provision permits reasonable accommodation of Resident's guests or visitors for a period not to exceed (14) consecutive days or total of (30) cumulative calendar days in any 12 month period. Permission may be granted, upon written request through the Property Manager, for an extension of this provision. [966.4 (d) (1)] Resident must prior notify THA when overnight guest will be staying in the unit for more than 7 days.

- (b) Ability to comply with Lease terms:** If, during the term of this Lease, Resident, by reason of physical or mental impairment is no longer able to comply with the material provisions of this lease, and cannot make arrangements for someone to aid him/her in complying with the lease, and THA cannot make any reasonable accommodation that would enable Resident to comply with the lease THEN; THA will assist Resident, or designated member(s) of Resident's family, to find more suitable housing and terminate the Resident's lease. If there

are no family members who can or will take responsibility for moving Resident, THA will work with appropriate agencies to secure suitable housing and will terminate the Lease. [8.3] At the time of admission, all Residents must identify the family member(s) to be contacted if they become unable to comply with lease terms.

(c) Redetermination of Rent, Dwelling Size, and Eligibility. The rent amount as fixed in Part I of the Lease Agreement is due each month until changed as described below.

(1) The status of each family is to be re-examined at least once a year. Residents paying Flat Rent shall have their incomes reexamined every three years. No utility allowance is given with Flat Rent at Pinewood Place, Hidden Pines and Scattered Sites. All Residents are required to pay a minimum rent of \$50 regardless of income status except where a family has been exempted because financial hardship (24 CFR§ 5.630(b) At the annual recertification Resident shall certify to compliance with the 8 hour per month community service requirement, if applicable. [960.209]

(2) Resident promises to supply THA, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, income and source of income of all family members, assets, community service activities, and related information necessary to determine eligibility, annual income, adjusted income, and rent [966.4 (c)(2)] Any required documents or information that the family is unable to provide at the time of the interview must be provided within 10 business days of the interview. If the family is unable to obtain the information within the required time frame, the family may request an extension. Failure to supply such information when requested is a serious violation of the terms of the lease and THA may terminate the lease. No change shall be effective

until adequate information to verify such change has been received by THA. All information must be verified. Resident agrees to comply with THA requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. [966.4 (c)(2)]

THA shall give Resident reasonable notice of what actions Resident 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 THA to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Resident's needs. This determination will be made in accordance with the Admissions and Occupancy Policy, which is publicly posted in the Development Offices and on THA's Web Site. Rent will not change during the period between regular re-examinations, UNLESS during such period: [960.209 (b)]

- (a) Resident can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent, except that rent shall not be reduced because a Resident's TANF grant is reduced because Resident committed welfare fraud or failed to comply with a welfare department economic self sufficiency requirement.

If a reduction is granted, Resident must report subsequent increases in income within ten (10) business days of the occurrence, until the next scheduled re-examination. (Failure to report within the ten (10) business days may result in a retroactive rent charge.)

- (b) It is found that Resident has misrepresented the facts upon which the rent is based so that the rent Resident is paying is less than the rent that he/she should have been charged.

THA then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

(c) Rent formulas or procedures are changed by Federal Law or regulation.

(3) All changes in family composition must be reported to the Property Manager within ten (10) business days of the occurrence. Failure to report within the ten (10) business days may result in a retroactive rent charge. [966.4 (c)(2)]

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

(d) Rent Adjustments: Resident 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.

1. In the case of rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances, provided Resident reported the change in a timely manner, as specified above.
2. In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within ten (10) business days of the occurrence, the increase will become effective the first day of the 2nd month following the month in which the change was reported.
3. In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), THA shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

(e) Transfers [966.4 (c)(3)]

1. Resident agrees that if at annual reexamination THA determines that the size or design of the dwelling unit is no longer appropriate to Resident's needs, THA shall send Resident written notice. Resident further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.
2. THA may move a Resident into another unit if it is determined necessary to rehabilitate or demolish Resident's unit or if maintenance conditions in the Resident's unit, building or site pose an immediate, verifiable threat to life, health or safety of the Resident or family members that cannot be abated within 24 hours.
3. If a Resident makes a written request for special unit features in support of a documented disability, THA shall modify Resident's existing unit. If the cost and extent of the modifications needed are equal to or greater than those required for a fully accessible unit, THA may transfer Resident to another unit with the features requested at THA's expense.
4. A Resident without disabilities that is housed in a unit with special features must transfer to a unit without such features should a Resident with disabilities need the unit.
5. *In the case of involuntary transfers, Resident shall be required to move into the dwelling unit made available by THA. Resident shall be given 7 days time in which to move following delivery of a transfer notice. If Tenant refuses to move, THA may terminate the Lease. [966.4 (c)(3)]*
6. Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed. [966.4 (c)(4)]
7. THA will consider any Resident requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.

VII. THA Obligations [966.4(e)]

THA shall be obligated:

- (a) To maintain the dwelling unit and the development grounds in decent, safe and sanitary condition; [966.4 (e)(1)]
- (b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety; [966.4 (e)(2)]
- (c) To make necessary repairs to the dwelling unit; [966.4 (e)(3)]
- (d) To keep development buildings, facilities, and common areas, not otherwise assigned to Resident for maintenance and upkeep, in a clean and safe condition; [966.4(e)(4)]
- (e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied with THA; [966.4 (e)(5)]
- (f) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premise by Resident as required by this Lease; [966.4 (e)(6)]
- (g) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required to be equipped for the purpose, or where heat or hot water is generated by an installation within the exclusive control of Resident and supplied by a direct utility connection; [966.4 (e)(7)]
- (h) To notify Resident of the specific grounds for any proposed adverse action by THA. (Such adverse action includes, but is not limited to: a proposed lease termination, transfer of Resident to another unit, change in amount of rent, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When THA is required to afford Tenant the opportunity for a hearing under the THA

grievance procedure for a grievance concerning a proposed adverse action:

1. The Notice of the proposed adverse action shall inform Resident of the right to request such hearing. In the case of Lease Termination, a notice of Lease Termination that complies with 966.4(1)(3) shall constitute adequate notice of proposed adverse action.
2. In the case of a proposed adverse action other than a proposed lease termination, THA shall not take the proposed action until time to request such a hearing has expired or (if hearing was timely requested) the grievance process has been completed. [966.4(e)(8)]
 - (i) To make reasonable provisions for extermination of rodents, roaches, ants, wood destroying organisms and bedbugs, in accordance with applicable Florida law. If vacating the premises is required for extermination, THA will not be liable for damages, and shall abate the rent.
 - (j) To provide residents relief for surcharges for excess consumption of utilities when proper medical documentation is provided, utility relief given in accordance with table of adjustment in section 8 utility chart. Utility relief will be provided to medically needed, elderly and disabled.
 - (k) To post in the Property Management Office of Resident complex, all copies of all rules, regulations, schedules of charges and other documents which are part of this Agreement (by attachment or by reference), and to make these and any subsequent changes or modifications available to Resident.

VIII. Resident's Obligations

Resident shall be obligated:

- (a) Not to assign the Lease, nor sublease the dwelling unit. [966.4(f)(1)]
- (b) 1. Not to give accommodation to boarders or lodgers; [966.4(f)(2)]

2. Not to give accommodation to long term guests (in excess of 30 calendar days) without the advance written consent of THA.
- (c)** To use the dwelling unit solely as a private dwelling and the only place of residence for Resident and Resident's household as identified in PART I of the Lease, and not to use or permit its use for any other purpose, except as expressly approved by THA in accordance with the Admissions and Occupancy Policy. [966.4 (f)(3)] This provision does not exclude the care of foster children or live-in care of a member of Resident's family, provided the accommodation of such persons conforms to THA's occupancy standards, and so long as THA has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit. [966.4 (d)(3)(i)]
 - (d)** To abide by necessary and reasonable regulations of THA for the benefit and well-being of the housing development and Residents. These regulations shall be posted in a conspicuous manner in the development office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease. [966.4 (f)(4)]
 - (e)** To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Resident and household. [966.4 (f)(5)]
 - (f)** To keep the dwelling unit and other such areas as may be assigned to Resident for exclusive use in a clean and safe condition. [966.4(f)(6)] This includes keeping front and rear entrances and walkways for the exclusive use of Resident, free from hazards and trash and keeping the yard free of debris and litter. To mow the lawn assigned to Resident (if applicable). Exceptions to these requirements may be made for Residents who have no household members able to perform such tasks because of age or disability. Medical documentation is required. [966.4(g)]
 - (g)** To dispose of all garbage, rubbish, and other waste (including used cooking oil) from the dwelling unit in a sanitary and safe manner only in containers approved or provided by THA. [§ 966.4(f)(7)] To refrain from, and cause members of Resident's

household or guest to refrain from, littering or leaving trash and debris in common areas.

- (h)** To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities. [966.4(f)(8)]
- (i)** To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or development, which includes controlling children so that they will not climb and destroy trees and grass. [966.4 (f)(9)]
- (j)** To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, development buildings, facilities, or common areas cause by Tenant, household members or guests. [§ 966.4 (f)(10)]
- (k)** To act, and cause household members or guests to act in a manner that will:

 - 1. Not disturb other residents' peaceful enjoyment of their accommodations; and
 - 2. Be conducive to maintaining all THA developments in a decent, safe, and sanitary condition. [966.4 (f)(11)]
- (l)** To assure that Resident, any member of the household, a guest, or another person under Resident's control, shall not engage in:

 - 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of THA's public housing premises by other residents or employees of THA, or;
 - 2. Any drug-related criminal activity. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this lease, the term drug-related criminal activity means the illegal possession, 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.) [966.4(f)(12)]
- (m)** To make no alterations or repairs or redecorations to the interior of the dwelling unit, exterior landscaping and planting, or to the equipment, nor to install additional equipment

including cable and satellite dish or major appliance without written consent of THA. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable numbers of picture hangers accepted) without THA authorization. To make no changes to locks or install new locks on exterior or interior doors without THA's written approval.

- (n)** To give prompt prior notice to THA, in accordance with Section VIII hereof, of Resident's leaving dwelling unit unoccupied for any period exceeding thirty (30) days.
- (o)** To act in a cooperative manner with neighbors and THA staff. To refrain from and cause members of resident's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and THA staff.
- (p)** To refrain from possessing, owning, or bringing on THA property any illegal weapons including BB guns, air powered rifles and other offensive weapons, as defined by Florida laws on THA property, and to ensure that any legal firearms owned, stored or kept temporarily on THA premises are stored unloaded and are kept either in a locked gun cabinet or with locked trigger guards.
- (q)** To take reasonable precautions to prevent fires and to refrain from storing or keeping highly flammable materials upon the premises.
- (r)** To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs and to avoid using these for purposes other than going in and out of the dwelling unit.
- (s)** To refrain from the use of alcoholic beverages, or abuse of alcohol that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents. CFR 966.4/fSub12. All social activities will be conducted in back areas only unless pre-approved by management.
- (t)** To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinance and then only after having received written permission from THA.
- (u)** To refrain from, and cause members of Resident's household to refrain from keeping, maintaining, harboring, or boarding

any pet of any nature except in full compliance with THA's pet policy, unless a verified disability requires the possession of a service or companion animal. To refrain from feeding wildlife on THA property.

- (v) To remove from THA property any vehicles not in operating condition or without a valid registration, license plate, or THA parking permit (if applicable) within seven (7) days. To refrain from parking any vehicles on any lawn or other area not specifically designated for parking. Any inoperable, illegally parked or unlicensed vehicle as described above will be removed from THA property at Resident's expense. Major automotive repairs are not permitted on THA properties. House or other trailers, boats, recreational vehicles, and commercial vehicles are not permitted on THA development sites.
- (w) To remove any personal property left on THA property when Resident leaves, abandons or surrenders the dwelling unit. If the family appears to have vacated the unit without giving proper notice, *THA will enforce abandoned units through the eviction process.* If necessary THA will secure the unit immediately to prevent vandalism and other criminal activities.
- (x) To use reasonable care to keep his/her dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. **RESIDENT SHALL NOTIFY THE AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO HIS DWELLING UNIT**, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the development. Resident's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- (y)
 1. Not to commit any fraud in connection with any Federal housing assistance program, and
 2. Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.
 3. To pay promptly any utility bills for utilities supplied to Resident by direct connection to the utility company, and to avoid disconnection of utility service for such utilities.

- (z)** To correct any violation of this Agreement within seven (7) days of receipt of this notice from THA of the specific violation.
- (aa)** For each adult in the Resident household to perform at least 8 hours per month of qualifying community service (as specified by THA) unless the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because he/she is working, attending an educational institution, or participating in some other qualified training program. Residents whose community service is waived will be notified at the time this requirement goes into effect or at move-in, whichever is later.
- (bb)** Upon issuance of a trespass warning by THA or its authorized agent, Resident and members of Resident household shall not invite or allow onto THA property any persons against which a trespass warning has been issued.
- (cc)** All egress (emergency exit) windows will be clear of any item(s) that may be blocking access in case of emergency. If the room has multiple windows, one window will serve as the emergency exit window.

IX. Defects Hazardous to Life, Health or Safety

In the event that the dwelling unit is damaged to the extent that conditions are created that are hazardous to the life, health, or safety of the occupants: [966.4(h)]
THA Responsibilities:

- (a) THA shall be responsible for repairs or otherwise abate the situation within 24 hours after receiving notice from Resident, provided, if the damage was caused by Resident, household members, or guests, the reasonable cost of the repairs shall be charged to tenant. [966.4 (h)(2)]
- (b) THA shall offer Resident a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. THA is not required to offer Resident a replacement unit if Resident, household

members or guests caused the hazardous condition
[966.4(h)(3)]

- (c) Resident shall accept any replacement unit offered by THA. If the replacement unit is not the appropriate size for the Resident, Resident shall be transferred to a unit of appropriate size as soon as practicable.
- (d) In the event THA, as described above cannot make repairs, and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Resident rejects alternative accommodations or if Resident, household members, or guests caused the damage.
[966.4 (h)(1)]
- (e) If THA determines that the dwelling unit cannot be occupied because of imminent danger to the life, health, and safety of Resident and Resident refuses alternative accommodations, this Lease shall be terminated, and any rent paid for the month will be refunded to Tenant.

Resident Responsibilities:

- (a) Resident shall immediately notify the Property Manager in writing of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Resident believes he/she is justified in abating rent. [966.4 (h)(1)]
- (b) Resident agrees to continue to pay full rent, less the abated portion agreed upon by THA during the time in which the defect remains uncorrected.

X. Inspections and Other Entry of Dwelling During Occupancy

Move-in/Move-out Inspections

- (a) THA and Resident or representative shall inspect the dwelling unit prior to occupancy and at the time a Resident vacates the unit. THA will give Resident a written statement of the

condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement will be signed by THA and Resident and a copy of the statement retained in Resident's folder. [966.4(i)] When applicable, THA will provide the Resident with a statement of charges for maintenance and damages beyond normal wear and tear within 10 business days of conducting the move-out inspection.

Annual, Quality Control and Special Inspections

- (b)** *For regular annual inspections, the family will receive at least 2 weeks written notice to allow the family to prepare the unit for inspection. Any adult family member may attend the annual inspection and sign the inspection form for the head of household. If no one is at home, the inspector will enter the unit, conduct the inspection and leave a copy of the inspection in the unit. Noted deficiencies will be remedied within 15 business days, emergency work orders within 24 hours after inspection.*

On an annual basis, THA will conduct supervisory quality control inspections of at least 50% of the annual inspections. Quality control inspections will be completed within 45 days of the original inspection.

Building exteriors, grounds, common areas and systems will be inspected according to the THA maintenance plan.

THA may conduct a special inspection for any of the following reasons:

Housekeeping, unit condition, suspected lease violation, preventive maintenance, routine maintenance, reasonable cause to believe an emergency exists.

Residents whose housekeeping habits pose a non-emergency health or safety risk, encourage insect, rodent infestation, or

cause damage to the unit are in violation of the lease. In these instances, THA will provide proper notice of a lease violation.

A reinspection will be conducted within 30 days. Failure to abate the problem or to allow for a reinspection is considered a violation of the lease and may result in termination of tenancy. Notice of lease violation will also be issued to residents who purposely disengage the unit's smoke detector. Only one warning will be given. A second incidence will result in lease termination.

XI. Entry of Premises During Residency

(a) Resident Responsibilities—

1. Resident agrees that the duly authorized agent, employee, or contractor of THA will be permitted to enter Tenant's dwelling during reasonable hours (8:00 A.M. to 6:00 P.M.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit (annual and special), or showing the unit for releasing. [966.4 (j)(1)]
2. When Resident calls to request maintenance on the unit, Resident's request for maintenance shall constitute permission to enter. Entry for repairs request by the Resident will not require prior notice

(b) THA's Responsibilities—

1. THA shall give Resident at least 48 hours written notice that THA intends to enter the unit. THA may enter only at reasonable times. [966.4 (j)(1)]
2. THA may enter Resident's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists. [966.4 (j)(2)]
3. If Resident and all adult members of the household are absent from the dwelling unit at the time of entry, THA shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit. [966.4 (j)(3)]

4. THA reserves the right to photograph, videotape, or otherwise visually record an inspection, with reasonable access to such visual record to be provided to Resident.

XII. Notice Procedures

- (a) Resident Responsibility – Any notice to THA must be in writing, delivered to the Development Office or to THA’s central office, or sent by prepaid first-class mail, properly addressed. [966.4(k)(1)(ii)]
- (b) THA Responsibility – Notice to Resident must be in writing, delivered to Resident or to any adult member of the household residing in the dwelling unit or sent by first-class mail addressed to Resident. [966.4 (k)(1)(i)]
- (c) Unopened, cancelled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.
- (d) Resident agrees that in the absence of a forwarding address being submitted to THA Resident’s address as indicated in part I of this lease shall serve as last known address.
- (e) If Resident is visually impaired, all notices must be in an accessible format. [966.4 (k)(2)]

XIII. Termination of the Lease

In terminating the Lease, the following procedures shall be followed by THA and Resident:

- (a) This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the lease or to fulfill Resident obligations set forth in section IX above, or for other good cause. [966.4 (l)(2)]
Such serious or repeated violation of terms **shall include but not be limited to:**
 1. The failure to pay rent or other payments when due; [966.4 (l)(2)]

2. Failure to pay utility bills when Resident is responsible for paying such bills directly to the supplier of utilities; [966.4 (l)(2)]
3. Misrepresentation of family income, assets, or composition; [966.4 (c)(2)]
4. Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income, community service or composition needed to process annual reexaminations or interim redetermination. [966.4 (c)(2)]
5. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any development site; [966.4 (l)(2)]
6. Criminal activity by Resident, household member, guest, or other person under Resident's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of THA's public housing premises by other residents, or any drug-related criminal activity. [966.4 (l)(2)]
7. Illegal weapons or illegal drugs seized in a THA property by a law enforcement officer; [966.4 (l) (2)]
8. Any fire on THA premises caused by carelessness or unattended cooking. [966.4 (1)(2)]

(b) THA shall give written notice of the proposed termination of the Lease of:

1. 14 days in the case of failure to pay rent;
2. A reasonable time, but not to exceed 30 days, considering the seriousness of the situation when the health or safety of other residents or THA staff is threatened;
3. 30 days in any other case. [966.4(l)(3)(i)(A),(B) & (C)]

(c) The notice of termination:

1. The notice of termination to Resident shall state specific reasons for the termination, shall inform Resident of his/her right to make such reply as he/she may wish, and Resident's right to examine THA documents directly relevant to the termination or eviction. [966.4 (l)(3)(ii)]

2. When THA is required to offer Resident the opportunity for a grievance hearing, the notice shall also inform Resident of the right to request such a hearing in accordance with THA's grievance procedures. [966.4 (l)(3)(ii)]
3. Any notice to vacate (or quit) may be combined with, or run concurrently with the notice of lease termination as required by Chapter 83, Part II, Florida Statutes, as may be amended. [966.4(l)(3)(iii)] The Notice to vacate must be in writing, and specify that if Resident fails to quit the premises within the applicable statutory period, appropriate action will be brought against Resident, and Resident may be required to pay the costs of court and attorney's fees.
4. When THA is required to offer Resident the opportunity for a grievance hearing concerning the lease termination under THA's grievance procedure, the tenancy shall not terminate (even if any Notice to Vacate under State of Local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed. [966.4 (l)(3)(iv)]
5. THA is not required to offer resident the opportunity for a hearing under the grievance procedure when the lease is being terminated for drug-related criminal activity or other criminal activity that threatens the life, health, safety or right to peaceful enjoyment of other THA Residents or staff. THA considers this list of zero tolerance "One Strike You're Out" violations to constitute a real and present danger to the health, and peaceful enjoyment of the life of residents within the high density areas controlled by this Authority. They include but are not limited to, arson, assault, assault with intent to murder, attempted murder, malicious shooting or stabbing. Discharging a fire-arm intentionally, shooting or throwing a missile (object, such as rocks, ball, etc), to produce death or bodily harm. Murder, manslaughter, rape (aggravated-statutory), sexual battery, engaging in prostitution. Receiving and concealing stolen property

on THA premises knowingly or willfully. Possession of a controlled substance on the person or premises or allowing others with possession to be on the premises. Causing a malicious injury to structure or personal property. Any person aiding or abetting another person in any of the above will be treated as a principal. THA has decided to exclude such grievance from THA grievance procedure, so the notice of lease termination shall (a) state that Resident is not entitled to a grievance hearing on the termination; (b) specify the judicial eviction procedure to be used by THA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basis elements of due process as defined in HUD regulations; and (c) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug related criminal activity. [966.4 (l)(4)]

- (d) *Resident may terminate this Lease at any time by giving at least 30 day's written notice as described in Section XIII, above.*
- (e) In deciding to evict for the above referenced proscribed activity, THA shall have discretion to consider (or not to consider) all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, THA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. THA may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit. [966.4 (l)(5)]
- (f) When THA evicts a Resident from a dwelling unit for criminal activity THA shall notify the local post office serving that dwelling unit that such individual or family is no longer residing

in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit.
[966.4 (l)(5)(ii)]

- (g) Florida Statute 39.0515 When THA is the victim of an alleged criminal offense by the juvenile resident, THA will exercise its statutory right to be informed of the charges against the alleged perpetrator and be present at all crucial stages of relevant criminal or juvenile proceeding. Residents are advised that his/her child or dependent has no right to the confidentiality as the perpetrator of an offense against the Authority or Authority's property.
- (h) In the absence of actual knowledge of abandonment, it shall be presumed that Resident has abandoned the dwelling if Resident is absent from the dwelling for a period of thirty (30) days, the rent is not current, and Resident has not notified THA in writing in advance of extended absence, or otherwise as provided in this agreement. THA will enforce abandoned units through the eviction process.

XIV. Waiver

No delay or failure by THA in exercising a right under this lease agreement, and no partial or single exercise or any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

XV. Housekeeping Standards

In an effort to improve the livability and conditions of the apartments owned and managed by THA, uniform standards for resident housekeeping have been developed for all Resident families.

- (a) THA Responsibility: The standards that follow will be applied fairly and uniformly to all Residents. Following proper notice as described in Section XIII, THA will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection THA will notify resident in writing if

he/she fails to comply with the standards. THA will advise Resident of the specific correction(s) required establishing compliance, and indicating that training is available. Within a reasonable period of time, THA will schedule a second inspection within 30 days. Failure of a second inspection will constitute a violation of the lease terms. Training will be available at no cost to any Resident requesting or needing assistance in complying with the Housekeeping Standards.

(b) Resident Responsibility: Resident is required to abide by the standards set forth below. **Failure to abide by the Housekeeping Standards that result in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction.**

(c) Housekeeping Standards: Inside the Apartment
General –

Walls: Should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.

- (1) Floors: Should be clean, clear, dry and free of hazard.
- (2) Ceilings: Should be clean and free of cobwebs.
- (3) Windows: Should be clean and not nailed shut. Shades or blinds should be intact
- (4) Woodwork: Should be clean, free of dust, gouges, or scratches.
- (5) Doors: Should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- (6) Heating Units: Should be dusted and access uncluttered.
- (7) Trash: Shall be disposed of properly and not left in the unit.
- (8) Entire unit should be free of rodent or insect infestation.

Kitchen –

- (1) Stove: Should be clean and free of food and grease.
- (2) Refrigerator: Should be clear. Freezer door should close properly and freezer have no more than one inch of ice.

- (3) Cabinets: Should be clean and neat. Cabinet surfaces and countertops should be free of grease and spilled food. Cabinets should not be overloaded. 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.
- (4) Exhaust Fan: Should be free of grease and dust.
- (5) Sink: Should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- (6) Food Storage Areas: Should be neat and clean without spilled food.
- (7) Trash/garbage: Should be stored in a covered container until removed to the disposal area.

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.
- (5) Floor should be clean and dry.

Storage Areas –

- (1) Linen closet: Should be neat and clean.
- (2) Other Closets: Should be neat and clean. No highly flammable materials should be stored in the unit.
- (3) Other storage areas: should be clean, neat and free of hazards.
- (4) A/C Closet: No items should be stored in closet.

(d) Housekeeping Standards: Outside the Apartment

The following standards apply to apartment and scattered site developments; some standards apply only when the area noted is for the exclusive use of Resident:

- (1) Yards: should be free of debris, trash and abandoned cars. Exterior walls should be free of

graffiti. Only small wading swimming pools allowed at THA developments.

- (2) Only lightweight outdoor furniture may be placed in THA yards, on porches, or elsewhere outdoors. No more than five (5) items total will be allowed at scattered site.
- (3) Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.
- (4) Steps (front and rear): should be clean and free of hazards.
- (5) Sidewalks: should be clean and free of hazards.
- (6) Storm Doors: should be clean, with glass or screens intact.
- (7) Parking lot and drives: should be free of abandoned cars. There should be no major car repairs on THA premises.
- (8) Parking is permitted only in designated parking areas, never on grass or areas intended for grass and must display a THA issued parking permit if applicable.
- (9) Hallways: should be clean and free of tripping hazards.
- (10) Stairwells: should be clean and uncluttered.
- (11) Laundry areas: should be clean and neat. Remove lint form dryers after use.
- (12) Utility Rooms: should be free of debris, motor vehicle parts, and flammable materials.

RESIDENT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED ON PART I OF THE LEASE.)