

ATTACHMENT NO. 3 HOUSING AUTHORITY OF THE CITY OF CHICKASAW, ALABAMA HOUSE RULES

The Chickasaw Housing Authority welcomes you and your family. We hope you appreciate your apartment and become an active member of this community. The Administrative Office is the place you can depend on for accurate information concerning all phases of operations. Should any questions arise about which you are in doubt, do not hesitate to contact the Office. The purpose of this Housing Authority is to provide decent, safe, sanitary, and affordable housing for stable low-income families who are trying to help themselves. The Development is owned, managed, and operated by the Chickasaw Housing Authority and not the Federal Government or the City of Chickasaw. Operating policies are within guidelines established by local, State and Federal law. The House Rules have been developed to clarify and expand upon your lease (Form HUD-90105a) and are incorporated as an addendum. **THE HOUSE RULES AND REGULATIONS SET FORTH IN THIS LEASE ADDENDUM ARE FOR THE SAFETY, COMFORT AND CONVENIENCE OF ALL RESIDENTS AND THE SAFETY, CARE AND CLEANLINESS OF THE PROPERTY. FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS ADDENDUM WILL BE CONSIDERED A VIOLATION OF THE LEASE.**

Your lease and applicable addendums are the binding agreement between you and the Housing Authority. Please read them and ask questions so that you understand your responsibilities thoroughly. The lease is for a one-year term and is renewed at annual recertification unless terminated by one of the parties. You may terminate at any time by giving at least 30 days prior notice in writing. Management may also terminate with 30 days written notice. It is our mutual obligation to live up to the terms and provisions of the lease and house rules, which will help make your home an important part of the community. Our families have built a reputation for neighborliness. We are counting on you to preserve that reputation by respecting your neighbor's rights just as they will respect yours.

All normal business with the office is to be conducted during regular business hours.

OFFICE HOURS: MONDAY THROUGH FRIDAY 8:00 A.M. TO 4:30 P.M.
CLOSED FOR LUNCH 12:00 P.M. TO 1:00 P.M.
CLOSED SATURDAYS, SUNDAYS, AND HOLIDAYS
TELEPHONE: MANAGEMENT OFFICE 457-6841

**IN CASE OF EMERGENCY - NIGHTS, WEEKENDS, HOLIDAYS
REFER TO THE EMERGENCY CONTACT BULLETIN THAT YOU RECEIVED
AT MOVE IN AND/OR IS POSTED ON THE INSIDE OF YOUR KITCHEN
CABINET DOOR OVER THE KITCHEN SINK**

I. FAIR HOUSING AND EQUAL OPPORTUNITY REQUIREMENTS STATEMENT OF NONDISCRIMINATION

It is the policy of the Chickasaw Housing Authority to comply fully with the applicable Fair Housing laws including Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, Fair Housing Amendments Act of 1988, and any legislation protecting the individual rights of residents, applicants, or staff which may subsequently be enacted. The Property shall not discriminate because of race, color, sex, familial status, religion, handicap, disability, or national origin and regardless of sexual orientation or gender identity or marital status of applicants and residents.

II. RENT

Your rent is determined by the size of your family and household income, less authorized deductions and not by the size of the apartment. Payment of rent is the most basic of your lease responsibilities and it is extremely important that you pay your rent on time. Rent is due in advance and without notice on the first day of each month. Rent will be considered delinquent if not paid by 4:30 p.m. on the 5th day of each month. If the 5th should fall on the weekend or holiday, your rent must be paid by 4:30 p.m. on the first business day following the weekend or holiday. A 5.00 late fee will be applied to all delinquent accounts and a Notice of Late Rent/30 Day Lease Termination will be issued. The late fee is incremental and

will increase by \$1.00 per day of lateness. Failure to pay rent + charges due or vacate the premises by 4:30 P.M. on or before the expiration date of the 30 Day Lease Termination - or if the expiration date occurs on a weekend or holiday then the next business day (whichever is later) - will result in the filing of a court eviction action.

If your rent is not paid by the 5th, you will receive a lease termination notice advising you to cure the deficiency or vacate the premises. If you have not paid by no later than expiration of the lease termination notice, and you are still in residence, management will file in the District Court of Mobile County for your eviction. This suit will ask for rent, late charges, and cost of filing a court eviction, all of which must be paid if you continue to reside in the development. There may be additional court costs and, if so, you may be responsible for them. Should you vacate owing rent, suit may be filed against you in small claims court.

III. RENT COLLECTION POLICY

(A) Cash payments are not accepted. Payment for rent and/or charges can be made by check, money order, debit card or credit card. Online payment by debit or credit card is also available through the Housing Authority's website at www.chickasawha.com. All payments made by credit or debit card will include a convenience fee. The current convenience fee is displayed at the pay window in the CHA office.

(B) All rents are due and payable in advance, without notice, on the first day of each month. Payment of current rent and past due charges must be in full.

(C) At the discretion of the Housing Authority, retroactive rents, maintenance charges, or other charges may be set up for collection by the resident signing a Repayment Agreement. Sums due under a Repayment Agreement are added to the monthly rent. Repayment Agreements are subject to final approval by the Executive Director.

(D) All residents who have not paid current rent plus past due charges by the close of business (4:30 P.M.) on the fifth of the month shall be delivered a Notice of Late Rent/Lease Termination. A Late payment charge of \$5.00 will be added to the resident's account. The late fee is incremental and will increase by \$1.00 per day of lateness.

(E) In any month where the fifth day falls on a weekend or holiday, residents will be given until 4:30 P.M. on the next regular business day to pay rent. In these irregular instances, the Lease Termination/Demand for Possession shall be issued on the second business day following the weekend or holiday.

(F) If the apartment is not vacated or if payment in full of the current rent + charges due are not received by 4:30 P.M. on or before the expiration date of the Lease Termination notice - or if the expiration date occurs on a weekend or holiday - the next business day, a \$35.00 administrative fee being applied to the account and an Eviction Action will be filed in the District Court of Mobile County. The Court may charge actual court costs plus reasonable attorney's fees to resident.

(G) To eliminate continuous notices to habitual late payers, Management may choose not to retract lease cancellations and/or court eviction procedures on residents who require issuance of more than two Lease Terminations in any twelve-month period or the filing of two Eviction Actions during tenancy.

IV. RETURNED CHECKS

Once the Housing Authority receives two returned checks on an account, it is our policy not to accept additional payments by personal check. Your rent, maintenance charges, etc. will have to be paid by money order, debit card or credit card. Cash payments are not accepted. Upon the second instance of a returned check and any/all subsequent instances, the Bank returned check fees will be charged to the resident.

V. UTILITY ALLOWANCES, SECURITY DEPOSITS, AND OTHER CHARGES

(A) In instances where the Utility Allowance results in a negative (credit) rent amount, the Housing Authority shall pay this amount by issuance of a check directly to the Resident, unless this lease has been terminated for violations of the provisions of the lease. Utility checks will be issued around the middle of each month and written notice will be issued to each resident when their check is available for pick up. Residents will be responsible for retrieving their check at the Housing Authority Administrative Office. Resident agrees by signing this lease that, if the Utility Allowance reimbursement owed to the resident is less than \$20.00 per month, the allowance will accrue in the resident's account until the reimbursement totals not less than \$20.00 at which time disbursement will occur. If the lease is terminated by the Landlord for violation of the terms, the Utility Allowance shall not be paid to the Resident. The Utility Allowance will be deposited into an escrow account during the pendency of any required notice period. If an eviction action is filed in Court, no Utility Allowance will be paid to the Resident unless ordered by the Court.

(B) Resident agrees to pay a security deposit of \$50 or one month's Total Tenant Payment (TTP), whichever is greater. In instances where the security deposit is more than \$200, the resident has the option of paying the deposit in full or it may be paid in monthly installments of \$100.00 each with the first installment due with the first rent payment and thereafter an installment due with each later rent payment until the entire security deposit is paid. Failure to pay the required security deposit within the stipulated time period will result in the termination of this lease.

(C) Upon termination of the tenancy, money held by the Landlord as security may be applied to the payment of accrued rent and the amount of damages that the Landlord has suffered by reason of the resident's noncompliance as itemized by the Landlord in a written notice delivered to the resident together with the amount due in accordance with Alabama law after the termination of the tenancy and delivery of possession. Rent accrues until the keys are returned and/or the lease termination notice period has expired and/or return of unit under eviction action. Upon vacating the premises, the resident shall provide to the Landlord a valid forwarding address, in writing, to which the deposit or itemized accounting, or both, may be mailed. If the resident fails to provide a valid forwarding address, the Landlord shall send, by first class mail, the deposit or itemized accounting, or both, to the last known address of the resident or, if none, to the resident at the address of the property. Any deposit unclaimed by the resident as well as any check outstanding shall be forfeited by the resident after a period of 90 days.

(D) If a redetermination of rent reflects an amount previously due but unpaid, (retroactive rent) such re-determined rent amount may be included in the rent amount due monthly. Partial payments will not be accepted after the due date (first of each month).

(E) Maintenance charges will be immediately added to a resident's balance and due with the following month's rent.

(F) If Landlord must take legal action against resident because of a violation by resident of provisions of the lease, and Landlord prevails in such action, resident may be assessed attorney fees and court costs associated with the legal action by the Court.

VI. REFUND OF SECURITY DEPOSIT

Security Deposits will be refunded to you in full, with any interest accrued, within 30 days after you move, provided that:

- (A) All rents and other charges have been paid;
- (B) the dwelling and equipment are left clean and undamaged;
- (C) the grass is cut/yard maintained; and
- (D) two keys to the dwelling are returned to the office.

Normal wear and tear will not be included in move out charges and/or deducted from the Security Deposit. ****Note:** Normal wear and tear is defined as damage occurring through the normal usage of the premises by the occupant. An example of normal wear and tear would be a sink fixture that has worn out from many years of use and no longer functions properly. **NORMAL WEAR AND TEAR DOES NOT INCLUDE CLEANING OF THE PREMISES/EQUIPMENT, DAMAGE TO THE PREMISES/EQUIPMENT RESULTING FROM ABUSE OR NEGLECT, YARD MAINTENANCE, DAMAGE OR NEGLECT OF VINYL FLOORING MATERIALS, DAMAGE TO SHADES/BLINDS RESULTING FROM ABUSE, OR DAMAGE DUE TO THE USE OF TOBACCO PRODUCTS.**

VII. MINIMUM RENT HARDSHIP EXEMPTIONS

The Minimum Rent as established by the Chickasaw Housing Authority is \$25.00. The HA shall immediately grant an exemption from application of the minimum monthly rent to any family making a proper request in writing who is unable to pay because of financial hardship, which shall include:

- The family has lost eligibility for, or is awaiting an eligibility determination for a federal, state, or local assistance program.
- Household would be evicted if the minimum rent requirement is imposed.
- The income of the family has decreased because of changed circumstance, including loss of employment.
- A death in the family has occurred which affects the family circumstances.
- Other circumstances which may be decided by the HA on a case-by-case basis.

HEAD OF HOUSEHOLD INITIALS: _____ Note: Any of the above circumstances must be proven by the Resident by providing verifiable information in writing to the CHA prior to the rent becoming delinquent and before the lease is terminated by the HA.

If a resident requests a hardship exemption (prior to the rent being delinquent) under this section, and the HA reasonably determines the hardship to be of a temporary nature, the HA may not impose the minimum rent requirement for 90 days after the date of the suspension. At the end of the 90 days, resident is responsible for paying the minimum rent retroactive to the original date of the minimum rent suspension. The HA may not evict the household for nonpayment of rent during the time the owner was making the determination or during the 90-day suspension period.

VIII. OBLIGATION OF RESIDENT

Special Definitions Section:

Drug Related Criminal Activity: The term drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined by Federal or State of Alabama Controlled Substances Acts.

Guest: For purposes of this lease, the term "guest" means a person temporarily staying in the unit with the consent of a resident or other member of the household who has express or implied authority to so consent on the behalf of the resident.

Covered Person: A resident, any member of the resident's household, a guest or other person under the resident's control.

Household: The resident, their family and any HA approved live-in aide.

Other Person Under the Resident's Control: The person, although not staying as a guest in the unit who is, or was at the time of the activity in question on the premises because of an invitation from the resident or other member of the household who has express or implied authority to consent on behalf of the resident. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purpose is not under the resident's control.

Premises: The dwelling unit and the structure of which it is a part and facilities and appurtenances therein and grounds, areas, and facilities held out for the use of residents generally or whose use is promised by the rental agreement to the resident.

Violent Criminal Activity: Any activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

RESIDENT AGREES:

(A) That the assigned dwelling unit shall only be occupied by persons included on the form HUD 50059. The resident further agrees that any violation of this occupancy rule shall constitute a default under the terms of this Agreement.

(B) Not to provide accommodations for boarders, lodgers, or others not listed on the form HUD 50059 as household members except as provided in paragraph (C) of this Section, and not to allow any person not on the lease to use the unit's housing authority address as his/her mailing address without written permission of the landlord.

(C) That guests may visit with consent of a household member. The Resident agrees that no member of the Resident household authorized to reside in the unit shall have a guest for more than 14 days within a calendar year without the prior written consent of the Landlord. Guests may be permitted in a dwelling unit so long as they have no previous history of behavior on Landlord premises that would be a lease violation. Visits of more than 14 days in a calendar year shall be authorized only by the Landlord with advance documentation of extenuating circumstances. Guests remaining beyond this period will be considered unauthorized occupants and the head of household shall be guilty of a breach of the lease. Residents will not be given permission to allow a former Resident of the Landlord who has been evicted to occupy the unit for any period of time. **VIOLATIONS OF THIS PARAGRAPH MAY CONSTITUTE FRAUDULENT ACTIVITY AND ARE CONSIDERED TO BE A SERIOUS VIOLATION.**

(D) To abide by necessary and reasonable regulations promulgated by Landlord for the benefit and well-being of all Residents.

(E) To comply with all obligations imposed upon Residents by applicable provisions of building and housing codes that materially affect health and safety.

(F) To keep areas assigned to the Resident for the Resident's exclusive use, in a clean and safe condition – see HOUSEKEEPING.

(G) **THAT FAILURE TO MAINTAIN CONTINUOUS UTILITY SERVICE IS CONSIDERED TO BE A SERIOUS BREACH OF THIS LEASE IN THAT THE CESSATION OF SERVICE OF GAS OR ELECTRICITY IS A THREAT TO THE SAFETY AND HEALTH OF**

RESIDENTS OF THE LANDLORD. Landlord will not be responsible for failure to furnish utilities by reason of any cause beyond Landlord's control.

(H) To act, and cause household members or guests to act, in a manner which will not disturb other Residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent safe and sanitary condition.

(I) THAT VIOLENT CRIMINAL ACTS, DRUG RELATED ACTS, OR A PATTERN OF ALCOHOL ABUSE THAT HAS BEEN PERPETRATED BY A COVERED PERSON SHALL BE CONSIDERED TO BE SERIOUS IN NATURE. A CRIMINAL CONVICTION OR ARREST IS NOT NECESSARY FOR THE LEASE TO BE TERMINATED AND FOR EVICTION ACTIONS TO BEGIN. VIOLENT CRIMINAL ACTIVITY, DRUG RELATED CRIMINAL ACTIVITY, OR PATTERN OF ALCOHOL ABUSE IS CAUSE FOR EVICTION UNDER SECTION 23(C) OF THE LEASE WITHOUT AN ARREST OR CONVICTION. THE HA MAY EVICT THE RESIDENT BY JUDICIAL ACTION FOR CRIMINAL ACTIVITY IF THE HA DETERMINES THAT THE COVERED PERSON HAS ENGAGED IN THE CRIMINAL ACTIVITY, REGARDLESS OF WHETHER THE COVERED PERSON HAS BEEN ARRESTED OR CONVICTED FOR SUCH ACTIVITY AND WITHOUT SATISFYING THE STANDARD OF PROOF USED FOR A CRIMINAL CONVICTION.

(J) Not to keep or use inflammable materials in the premises, such as gasoline, kerosene, mineral spirits, turpentine, paint, motor oil or other inflammable materials or explosives (including fireworks).

(K) Not to display any signs whatsoever, and not to use tacks, nails, screws, or any fasteners on any part of the premises, except and under the conditions prescribed by Landlord.

(L) Not to keep or allow dogs, cats, or any other animals or pets on the premises without the prior written consent of Landlord and in accordance with the Landlord's pet policy. Residents are only allowed to keep common household pets in their units subject to the execution of the pet policy of the Landlord and proper execution of the Lease addendum for pets. Resident agrees to comply with pet policy and violation of the pet rules, as outlined in the Lease addendum, will be grounds for removal of the pet, termination of pet owner's tenancy or both. **VIOLATION OF THIS PARAGRAPH SHALL BE CONSIDERED TO BE A SERIOUS VIOLATION OF THIS LEASE.**

(M) That modifications to the unit, fixtures and appliances provided by the owner/agent are not permitted without the prior written consent of the Landlord and then only under the conditions given by the Landlord for such consent. An additional security deposit may be required for approved alterations.

(N) To notify Landlord no later than the fifth day of any extended absence from the premises in excess of fourteen (14) calendar days. If the resident willfully fails to do so, the Landlord may recover actual damages from the resident. During any absence of a resident in excess of 14 days, the Landlord may enter the dwelling unit at times reasonably necessary. Extended absences from the premises for longer than 60 continuous days or for longer than 180 continuous days for medical reason may result in lease termination.

(O) To abide by all necessary regulations and policies promulgated by the Landlord for the benefit and well-being of the Landlord and Residents. Said policies and regulations are posted in the Landlord's offices and are incorporated herein by reference.

(P) To complete an application, or other written request, at the option of the Landlord, for the addition of a family member due to marriage or other legitimate reason, prior to the person or persons moving into the premises.

(Q) Not to illegally discharge any type of firearm and not to possess any illegal and/or unregistered firearm in or near the premises. This includes but is not limited to B.B. guns and air powered rifles.

(R) To perform seasonal maintenance or other maintenance tasks where performance of such tasks by Residents of dwelling units of a similar design and construction is customary.

(S) To furnish complete and accurate written information in a timely manner.

(T) To correct any violation (other than a lease termination of tenancy/demand for possession) within seven (7) calendar days of receipt of written notice from the Landlord of the specific violation, except as provided to the contrary herein.

(U) To promptly remove any personal property left on the Landlord property when Resident leaves, abandons or surrenders the dwelling.

(V) That any person who is "trespassed" under a Notice of Trespassing will not be allowed in or near the dwelling unit with the consent of the head of household or a family member. **IT WILL BE A SERIOUS VIOLATION OF THIS LEASE TO ALLOW ANY SUCH PERSON ON OR NEAR THE DWELLING UNIT AFTER NOTICE TO RESIDENT OF THE PERSON'S NAME AND NATURE OF TRESPASS NOTICE.**

(W) Resident agrees that the HA may require the resident to exclude a household member in order to continue to reside in the unit where that household member has participated in or been culpable for action or failure to act that warrants termination of the Lease. The decision to exclude is solely that of the HA.

(X) To keep the smoke detector/carbon monoxide detector fully operational at all times and to immediately notify Landlord of any malfunction. At no time will resident, or member of the household or any guest of the resident alter the smoke detector/carbon monoxide detector. **ANY SUCH ATTEMPT TO DISABLE OR ALTER SMOKE DETECTOR/CARBON MONOXIDE DETECTOR SHALL BE CONSIDERED TO BE A SERIOUS BREACH OF THE LEASE AND SHALL BE GROUNDS FOR TERMINATION OF TENANCY.**

(Y) That the resident and members of his/her household and guests of the resident will not use loud, profane, abusive or threatening language when speaking to or in the presence of HA staff or representatives of the HA.

(Z) Not to withhold payment of rent to the Landlord, while in possession, to enforce any of the resident's rights under this dwelling lease.

(AA) To park motorized vehicles only in designated parking areas and never on grassed areas; not to display vehicles for sale, not to grease, change oil, wash, or make major repairs to such vehicles; not to leave or park motorized vehicles in an inoperative condition; The parking of buses, trailers, boats, Motor Homes and campers in the project area cannot be permitted unless written permission is given by the landlord.

(BB) To comply with Landlord's No-Smoking Policy.

(CC) The resident agrees to only use grills (including storage) in areas authorized by the HA. In no circumstances shall grills be used under a porch/covering or within 25 feet of any overhang or housing authority building.

(DD) Use of any swimming pools on the premises is prohibited.

(EE) Playground equipment, including swings, slides, trampolines, basketball goals, etc. which have not been HA approved and/or provided are prohibited.

(FF) Resident agrees to accept the Landlord's offer of a revision to the existing House Rules. The Landlord may terminate tenancy if the resident fails to accept the Landlord's offer of a revision to the existing House Rules within a reasonable time as determined by the Landlord.

IX. RESIDENT'S RIGHT TO USE AND OCCUPANCY

(A) With the prior written consent of the Landlord, Resident and/or members of the household may engage in legal profit-making activities on the premises, when the Landlord determines that such activities are incidental to the primary use of the premises for a residence by members of the household. The establishment of a home business must meet any/all local/state/federal requirements before written consent will be given. The following are prohibited:

1. Large amounts of traffic (both pedestrian and motor vehicle) associated with any such business.
2. Amounts of noise associated with any such business that would interrupt the peaceful enjoyment of other residents.
3. Business signs in or on the unit are prohibited.
4. Said business parking must not interfere with other resident's parking. If parking associated with such business causes other residents not to have available parking on a consistent basis, Landlord has the right to require that parking requirements are met or that the business is terminated.
5. Hours of such incidental business cannot disturb the rights or comfort of the neighbors.

(B) With the prior written consent of the Landlord, a foster child or a live-in aide may reside on the premises.

1. The factors considered by the Landlord in determining whether or not consent is granted may include:
 - (a) Whether the addition of a new occupant may require a transfer of the family to another unit, and whether such units are available.
 - (b) The Landlord's obligation to make reasonable accommodation for handicapped persons.
2. Live-in aide means a person who resides with an elderly, disabled or handicapped person and who:
 - (a) Is determined to be essential to the care and well-being of the person;
 - (b) Is not obligated for the support of the person; and
 - (c) Would not be living in the unit except to provide the necessary supportive services.

X. ENTRY OF PREMISES DURING TENANCY

Landlord may enter the premises under the following conditions:

(A) Landlord shall, upon written notification stating the intended date and purpose of the entry delivered or posted on the primary door of the premises in advance at least two (2) calendar days or more, be permitted to enter the premises during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the premises for re-leasing. Provided, however, the HA and the Resident may agree by separate agreement that the HA may enter the unit for any reasonable purpose (pest control, inspections, preventative maintenance, etc.) whatsoever during business hours during days that the HA specifies in its monthly newsletter. Resident agrees that the HA monthly newsletter delivered as specified above shall serve as required notice without any further notice.

(B) Landlord may enter the premises at any time without advance notification pursuant to court order, when the Landlord has reasonable cause to believe the resident has abandoned or surrendered the premises, or when there is reason to believe an emergency exists.

(C) Resident may agree by separate agreement that request(s) for repairs, maintenance, or services, constitutes permission to enter the unit at reasonable times.

(D) In the event Resident and all adult members of the household are absent from the premises at the time of entry, Landlord shall leave a notice specifying the date, time and purpose of entry prior to leaving the premises.

(E) If a resident refuses to allow lawful access, the Landlord may obtain injunctive relief to compel access, or terminate the dwelling lease. In either case, the Landlord may recover actual damages.

XI. OBLIGATIONS OF LANDLORD; LANDLORD AGREES

To keep project premises, facilities, equipment, and common areas, not otherwise assigned to resident for maintenance and upkeep, in a decent, clean, safe and sanitary condition. The project premises, facilities, common areas, and/or grounds DOES NOT include the apartment yard, which is herein assigned to resident for their maintenance and upkeep.

XII. EXTENDED ABSENCE, ABANDONMENT, AND ABANDONED PROPERTY/FURNISHINGS

(A) Residents are not allowed extended absences from the premises for longer than 60 continuous days or for longer than 180 continuous days for medical reason. If a resident is absent from their apartment for more than 60 days for reasons other than medical, the Landlord will begin the process to terminate their lease. Residents who have medical reasons to be absent from their apartment for more than 30 days must provide evidence from their medical professional that a medical condition is causing the absence. If a resident is absent from their apartment for more than 180 days for medical reasons, the Landlord will begin the process to terminate their lease.

(B) Extended absence is not the same as abandonment. Abandonment is established by Alabama state law and is defined as a resident's unexplained absence from the premises for fourteen (14) days or more without notice. 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 fourteen (14) days from date of discovery, the rent is not current (if rent is due), and resident has not notified the Landlord by the fifth day of an intended absence. The HA, after receiving probable cause to believe that the unit may have been abandoned, shall place a Notice of Abandonment on the door, mail a copy to the last known address of Resident, notify the designated person as listed in this Lease (if any) and change the locks on the doors to secure the unit. However, a property is considered abandoned if electrical services are terminated for seven (7) consecutive days with no further notification action required by the Landlord.

(C) Upon the abandonment of the premises, the resident hereby appoints the Landlord and/or the Landlord's employees, as resident's agent to remove all personal property of whatever nature, including furniture and equipment left in or about the premises. The Landlord may take possession of the dwelling after the Resident has moved out or otherwise abandoned the premises. If Resident leaves property in the unit more than 14 days after termination by the Landlord or termination by the resident pursuant to this lease, the Landlord has no duty to store or protect the Resident's property in the unit and may dispose of it without obligation.

XII. NOTICES

(A) The Landlord shall notify the Resident of the specific grounds for any proposed adverse action by Landlord. Such adverse action includes, but is not limited to, a lease termination/demand for possession, transfer of the Resident to another unit, or imposition of charges for maintenance and repair.

(C) All notices in this lease may run concurrently without further communication at the discretion of the Landlord.

XIV. NOTICE PROCEDURES

(A) The Landlord and the Resident in giving notice one to the other shall use the following procedures:

(1) Except as provided in Paragraph C of this Section, notice to a Resident shall be in writing and delivered in hand to the Resident or to an adult member of the Resident's household residing in the dwelling, or shall be considered delivered three calendar days after mailing with adequate prepaid postage in the United States mailed to the resident's last known place of residence.

(2) Notice to the Landlord shall be in writing, delivered in hand to the administrative office or sent to the administrative office by U.S. first class mail properly addressed.

(B) Notice to terminate/vacate from Landlord shall comply with Alabama Law. The Resident agrees to furnish Landlord any official postal service change of address. The address listed on the lease shall suffice unless other mailing instructions are given. Notice shall be deemed given if mailed by U.S. Mail and a copy delivered to the apartment. This notice may be delivered to an adult family member and/or posted on the door. Resident agrees by executing this lease that such notice is sufficient.

(C) If the Resident is visually impaired; all notices must be in a format understandable by Resident.

RESIDENT AGREES TO GIVE LANDLORD 30 CALENDAR DAYS WRITTEN NOTICE OF HIS/HER INTENT TO VACATE THE APARTMENT UNIT.

XV. TERMINATION OF TENANCY AND EVICTION

(A) The Landlord may evict the Resident from the unit only by complying with State of Alabama statutory eviction requirements.

(B) ZERO TOLERANCE POLICY - The Landlord has a zero-tolerance policy with respect to violations of lease terms regarding drug and/or violent criminal activity. Residents will face swift eviction action as outlined in the lease and house rules if Residents, family members or guests engage in drug and/or other violent criminal activity.

(C) The Notice of Lease Termination and Demand for Possession may be combined into one document and any federal and/or state required notices shall run concurrently.

(D) Residents are limited to two (2) cures of a lease infraction in a 12-month period.

A. **Termination Notification.** HUD is incorporating additional termination notification requirements to comply with section 6 of the Act for public housing projects converting assistance under RAD, that supplement notification requirements in regulations at 24 CFR § 880.607 and the Multifamily HUD Model Lease.

i. Termination of Tenancy and Assistance. The termination procedure for RAD conversions to PBRA will additionally require that Project Owners provide adequate written notice of termination of the lease which shall not be less than less than:

1. A reasonable period of time, but not to exceed 30 days:

- a) If the health or safety of other tenants, Project Owner employees, or persons residing in the immediate vicinity of the premises is threatened; or
 - b) In the event of any drug-related or violent criminal activity or any felony conviction;
- or

2. Not less than 14 days in the case of nonpayment of rent; and

3. Not less than 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.

- ii. Termination of Assistance. In all other cases, the requirements at 24 CFR § 880.603, the Multifamily HUD Model Lease, and any other HUD multifamily administrative guidance shall apply.

B. Grievance Process. In addition to program rules that require that tenants are given notice of covered actions under 24 CFR Part 245 (including increases in rent, conversions of a project from project-paid utilities to tenant-paid utilities, or a reduction in tenant paid utility allowances), HUD is incorporating resident procedural rights to comply with the requirements of section 6 of the Act. RAD will require that:

- i. Residents be provided with notice of the specific grounds of the Project Owner's proposed adverse action, as well as their right to an informal hearing with the Project Owner;
- ii. Residents will have an opportunity for an informal hearing with an impartial member of the Project Owner's within a reasonable period of time;
- iii. Residents will have the opportunity to be represented by another person of their choice, to ask questions of witnesses, have others make statements at the hearing, and to examine any regulations and any evidence relied upon by the Project Owner as the basis for the adverse action. With reasonable notice to the Project Owner, prior to hearing and at the residents' own cost, resident may copy any documents or records related to the proposed adverse action; and
- iv. Project Owners provide the resident with a written decision within a reasonable period of time stating the grounds for the adverse action, and the evidence the Project Owner relied on as the basis for the adverse action.

The Project Owner will be bound by decisions from these hearings, except if the:

- i. Hearing concerns a matter that exceeds the authority of the impartial party conducting the hearing.
- ii. Decision is contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law.

If the Project Owner determines that it is not bound by a hearing decision, the PHA must promptly notify the resident of this determination, and of the reasons for the determination.

XVI. FAILURE TO PERFORM

Resident agrees that failure of the Landlord to insist upon strict performance of terms, covenants, agreements and conditions contained in this Lease, shall not constitute or be construed as a waiver or relinquishment of the Landlord's rights thereafter to enforce any such terms, covenant, agreement or condition and the same shall continue in full force and effect.

XVII. SEVERABILITY

If any provision of this lease is declared illegal or void in judicial proceedings, the remaining provisions herein shall remain in full force and effect.

XVIII. SOLICITATION, TRESPASSING AND EXCLUSION OF NON-RESIDENTS

The Landlord is committed to providing a decent, safe and sanitary environment throughout the Landlord's property. The Resident hereby delegates to the Landlord, or agrees to the Landlord's reservation of the following rights to aid in providing a decent, safe and sanitary environment throughout the Landlord's property:

(A) Resident delegates to the Landlord the right, to be exercised by its employees and authorized agents, to regulate solicitation and prohibit trespassing on Landlord property by non-residents of the Landlord, unless the express written permission of the Landlord is properly obtained in advance and in accordance with any applicable policies and/or procedures of the Landlord. The Landlord shall exercise this right to the extent allowable by all applicable laws and/or regulations.

(B) The Landlord reserves the right, to be exercised by its employees and authorized agents, to exclude non-Residents, including but not limited to, guests (as defined herein) who,

- (1) conduct themselves in a manner to disturb the Residents' peaceful enjoyment of their accommodations, community facilities or other areas of Landlord property;
- (2) engage in illegal or other activity that would impair the physical and social environment on Landlord premises;
- (3) engage in any activity that may threaten the health, safety or peaceful enjoyment of Landlord premises by Residents of the Landlord, employees of the Landlord or persons lawfully on the premises;
- (4) engage in criminal activity or drug-related criminal activity (as defined herein), on or off Landlord premises;
- (5) engage in destroying, defacing, damaging or removing Landlord equipment, vehicles and/or any part of the dwellings, buildings, facilities, or other areas of Landlord premises;
- (6) engage in the illegal use or illegal possession of firearms and/or other offensive weapons anywhere on Landlord premises; and/or
- (7) intentionally violate necessary rules, regulations, policies and/or procedures set forth by the Landlord, for the benefit and well-being of Landlord, Residents, employees and premises, in effect at the time this Agreement is entered into and hereafter promulgated by the Landlord, of which such non-Residents have been made aware.

Landlord shall exercise this right to the extent allowable by all applicable laws and/or regulations.

XIX. DESIGNATION OF CONTACT PERSON OR ORGANIZATION (NOT REQUIRED TO BE COMPLETED)

Resident may designate adult person(s) or organizations as the party to contact in emergency situations or other particular circumstances. See Form HUD-92006 to specify contact person(s) or organization. UPON THE DEATH OR INCAPACITY OF A SOLE RESIDENT, THE LANDLORD RESERVES THE RIGHT TO SECURE THE DWELLING AND/OR REMOVE THE RESIDENT'S PERSONAL PROPERTY (SEE IX. ABANDONED PROPERTY AND FURNISHINGS), OR RESIDENT'S PERSONAL PROPERTY MAY BE RELINQUISHED TO A PROPERLY VERIFIED EXECUTOR OF RESIDENT'S ESTATE, OR WHEN THE AUTHORITY HAS RECEIVED A COURT ORDER GRANTING ACCESS, CONTROL OR POSSESSION OF RESIDENT'S PERSONAL PROPERTY TO THE NEXT OF KIN. THE LANDLORD RESERVES THE RIGHT TO REMOVE THE RESIDENT'S PERSONAL PROPERTY TO A STORAGE FACILITY UPON THE DEATH OR INCAPACITY OF A SOLE RESIDENT, UNTIL SUCH TIME AS A PROPERLY VERIFIED PERSONAL REPRESENTATIVE, NEXT OF KIN, OR RESIDENT'S BENEFICIARY EXECUTES THE PROPER RECEIPTS REQUIRED BY THE LANDLORD FOR THE RESIDENT'S PERSONAL PROPERTY.

XX. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS

The Landlord and the Resident or a representative of the Resident shall inspect the premises prior to commencement of occupancy by the Resident. The Landlord will furnish the Resident with a written statement of the condition of the premises, and the equipment provided with the premises. The statement shall be signed by the Landlord and the Resident, and a copy of the statement shall be retained by the Landlord in the Resident's files. The Landlord shall inspect the premises when the Resident vacates the premises and furnish the Resident with a statement of any charges to be made in accordance with Section V.(C) of this lease. Resident shall be provided an opportunity to participate in the termination inspection unless the Resident has vacated the premises without notice to the Landlord.

XXI. DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT RISKS

Housing built before 1978 may comprise paint containing lead. The Landlord has disclosed the presence of KNOWN lead-based paint and lead-based paint risks in the dwelling and has provided a pamphlet issued by the government on lead poisoning prevention. The Landlord has made available (to all residents/applicants) access to written files containing notice of risk assessments, paint inspections, and/or hazard reduction activities relating to lead paint relating to your apartment.

HOUSEHOLD'S INITIALS IS ACKNOWLEDGMENT OF:

_____ I do not want to review the lead-based paint records referenced above;
OR
_____ I do want to review the lead-based paint records referenced above.

_____ I was given the opportunity to review all the records and reports
documenting the testing and abatement of lead-based paint hazards.
_____ I received a copy of the pamphlet, "Protect Your Family from Lead in
Your Home.

XXII. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY

Violations of the provisions under XXII shall be deemed a material violation under the terms of the Lease, and Landlord shall be entitled to exercise all rights and remedies it possesses against Resident at law or in equity.

(A) GENERAL HEALTH & SAFETY VIOLATIONS

- (1) Tripping Hazards: Exposed cords, for example - extension, cable, telephone, etc. are tripping hazards and are not allowed on the floor of your apartment.
 - (2) Bedrooms with Only One Window: You are not allowed to block a window with anything, for example - furniture, fans, air conditioners, etc. in any bedroom with only one window. In case of a fire or some other disaster, there must be a way to exit this room to the outside.
 - (3) Fire Extinguishers: Any resident owned fire extinguisher must meet state and federal fire codes. Your fire extinguisher must be inspected once a year by a fire extinguisher service company and tagged with certification date, etc. If your fire extinguisher does not meet with safety requirements or is not properly charged, it must be removed from your apartment because it is considered a safety hazard.
 - (4) Window Air Conditioners: Any window air conditioner must have a faceplate cover; otherwise, the unit must be removed from the apartment because it is considered a safety hazard.
 - (5) Smoke/Carbon Monoxide Alarms: Federal Regulation requires a working smoke/carbon monoxide alarm in your apartment. You cannot tamper with or cover your smoke/carbon monoxide alarm at any time or for any reason. See Section XXIX Part(P) for further information on smoke/carbon monoxide detectors.
 - (6) Electrical: All electrical panels/boxes/outlets must remain covered with switch plates/or plug covers. It is also a lease violation to tamper with external/internal breaker or meter boxes.
 - (7) Hot Water Heaters and Space Heaters: Due to fire hazard, no items are to be placed on top of or around your hot water heater or your space heater.
 - (8) Door Locks and Window Locks: All entrance door locks and window locks must function properly in order to secure your apartment. Please report any problems with your door and/or window locks to the Maintenance Department.
- (B) MOLD AND MILDEW** - To minimize the occurrence and growth of mold and/or mildew in the Leased premises, Resident agrees to the following:
- (1) Moisture Accumulation: Resident shall remove any visible moisture accumulation in or on the Leased Premises, including on walls, windows, floors, ceilings and bathroom fixtures; mop up spills and thoroughly dry affected areas soon as possible after occurrence; use exhaust fans in kitchen and bathroom (where equipped) when necessary; and keep climate and moisture in the Leased Premises at reasonable levels. The kitchen bathroom and laundry areas are particularly at risk because these are areas in which the most water is utilized.
 - (2) Ventilation: Resident shall arrange their possessions to allow proper circulation of air throughout the unit and shall introduce fresh air as much as possible. Resident agrees not to operate a clothes dryer that is not properly vented to the outside or to hang wet clothing up inside of the apartment.
 - (3) Apartment Cleanliness: Resident shall clean and dust the Leased Premises regularly and shall keep the Leased Premises, particularly the kitchen and bathroom(s), clean.
 - (4) Notification of Management: Resident shall promptly notify Landlord of the presence of the following conditions:
 - (a) Water leaks, excessive moisture or standing water inside the Leased Premises or any community common area;

- (b) Mold growth in or on the Leased Premises that persists after resident has tried several times to remove it with household cleaning solutions, such as Lysol or Pine-sol disinfectant, Tilex Mildew Remover, Clorox or a combination of water and bleach;
- (c) A malfunction in any part of the heating, air conditioning or ventilation system in the Leased Premises
- (5) Liability: Resident shall be liable to Landlord for damages sustained to the Leased Premises or to Resident's person or property as a result of Resident's failure to comply with the terms of the provisions under XXII (B).

XXIII. HOUSEKEEPING POLICY

The Department of Housing and Urban Development (HUD) has adopted strenuous regulations requiring that decent, safe and sanitary living conditions be maintained in and around all Affordable Housing Apartments. It is your responsibility to meet the housekeeping requirements of these regulations. It goes without saying that you are required to keep the property and equipment in the same state of cleanliness (free from dirt or impurities; unsoiled) as you received it at move in. Floors must be cleaned and waxed throughout the apartment, bathroom (tub, toilet, medicine cabinets and sink), kitchen counters, cabinets and pantries must be kept clean. Refrigerators, stoves/ovens must be kept clean (inside and out). The grass must be cut, walks trimmed, yards cleaned, porches cleaned, and garbage can kept in the proper place, etc. You cannot store a large number of items in your apartment due to the fire hazard that is created. If this happens, you will be asked to remove excess property. Generally, keep your house as clean and fresh as you would have it for visiting company. Ventilate regularly in order to eliminate odors. The following requirements apply to housekeeping -

(A) FLOORING (GENERAL): Because the flooring inside your apartment is easily damaged, chair tips or leg coasters must be purchased and placed on your chair legs, furniture, etc. There will be a maintenance charge for damage to flooring tiles. Cleaning and waxing your floors will keep them in good condition. Cement porch floors should be washed with soap and water or they may be scrubbed with water and scouring powder, then rinsed.

(B) VINYL COMPOSITE TILE (VCT): Should be washed with lukewarm water and mild soap, and then rinsed.

Use a wax specifically made for vinyl floors. Never use a paste or acrylic wax. Use a dry mop to remove dust and dirt between waxing. Do not use an oil mop because it will damage the tiles.

(C) CENTIVA TILE: Some apartments have Centiva brand flooring. Centiva is a vinyl flooring that simulates the look of wood plank or ceramic flooring. The routine cleaning program for these floors includes:

(1) Sweep/dust mop daily with micro-fiber type mop head to remove surface dust.

(2) Damp mop the floor when needed using SC Johnson, Taski, Centi clean green or comparable cleaners (comparable cleaners = Pledge tile & vinyl cleaner, Bissell vinyl floor cleaner, Hoover hard surface cleaner, Swiffer brand multi-cleaner). Avoid solvent-based solutions such as Mop & Glow and Murphy's oil soap.

(3) For a higher gloss shine after the cleaning steps above use a topical finishing product. These solutions include waxes from the SC Johnson family of products, Taski WiWax or Centi-Clean green maintenance or finisher products. The recommended cleaning and finishing products can be purchased at the Housing Authority Office.

(4) Care should be taken when moving heavy objects across the floor as sharp edges and non-protected furniture or appliances can scratch or otherwise damage the floor.

(5) Grease, oils, tar, etc. should be removed from the floor daily.

(6) Carpet or mats with rubber backing should not be placed on the Centiva flooring as a chemical reaction occurs from the rubber to the vinyl causing permanent yellowing.

(D) GAS STOVE/OVEN: Top surface, top grates, ovens, and broilers should be thoroughly and frequently cleaned. The enameled surface should not be washed when hot because the enamel will crack. Oven cleaner is for just what it says! It is for the cleaning of your oven and burners only - not exterior surfaces. It ruins all surfaces except the oven and burners. You will be charged for damages to your stove caused by using oven cleaner on enamel or plastic surfaces. Do not attempt to make mechanical adjustments to your stove. Call the office for any service required. Do not leave the oven door open for home heating purposes. This represents a significant fire hazard and will damage the oven controls. HUD requires that stoves/ovens must meet certain requirements and inspect regularly to ensure that the Housing Authority is meeting those requirements. The CHA is responsible for the upkeep of any stove/oven that is installed in the apartment. For this reason, the CHA cannot allow you to install individually owned stoves/ovens in your apartment.

(E) COUNTER TOPS: Mild cleaners should be used on your counter tops. Abrasive cleaners or scouring pads should be avoided, as they will damage the counter tops. Do not put hot pans directly on Formica counter tops or around the edges of the kitchen sink. This practice will result in damage to the Formica. Counter tops should not be used as a cutting board.

(F) GARBAGE AND TRASH: Garbage is defined as household waste and is picked up on Monday and Thursday. Household garbage should not be allowed to accumulate and must be regularly bagged and placed in the garbage can. Your can should be taken to the curbside the night before or the morning of garbage pickup. The service provider requires that all household garbage must be placed in the garbage can. They will not pick-up any garbage that is placed curbside and not in the provided garbage can. FOLLOWING GARBAGE PICKUP, YOUR CAN MUST BE MOVED BACK TO THE REAR OF YOUR APARTMENT. You have been issued a serviceable can with a lid. Replacement cans must be bought by you. When you move, you must leave a serviceable can with a lid. Garbage can areas, as well as cans (inside & out), should be kept clean at all times. Do not pour cooking grease/oil directly into your garbage can. Grease/oil must be placed in an acceptable container prior to disposal in the garbage can. Trash is defined as junk or yard debris and is picked up on Tuesday. Trash that cannot be placed in the can should be broken down into manageable dimensions and placed neatly at the curb. If you have problems with garbage or trash pick-up, you may call the City of Chickasaw (251)452-6450. Chickasaw City Ordinance (98-36 through 98-40), which deals with the care and maintenance of property, allows for the citing and fining of the Landlord – in this case Chickasaw Housing Authority - when tenants fail to upkeep their areas of responsibility. If at any time the CHA is fined for a tenant's failure to maintain their home or yard, the fine will be passed on to that tenant in the form of a charge placed on his/her account.

XXIX. MAINTENANCE POLICY

Your apartment is well built and well equipped, but we know that some things normally wear out. The Housing Authority makes repairs for normal wear and tear at no cost to you. You are responsible for the property and when damage is the result of carelessness, negligence, break-ins or abuse, the bill for actual cost of repairs goes to you. A schedule of standard charges for services is posted in the rental office. Maintenance employees will repair any defects you report, such as clogged sinks, toilets, bathtubs, lavatories, leaking faucets, broken windows, damaged electrical fixtures, etc. Do not try to make repairs yourself. The following apply to maintenance requirements and services -

(A) LIGHT BULBS: There will be serviceable light bulbs in every socket of every light fixture when you move in. Replacement bulbs must be furnished by you. When you move, you MUST leave a serviceable bulb in every socket of every light fixture.

(B) PICTURES: Fasteners for picture hanging MUST be installed by Authority personnel. The Housing Authority office can be contacted to schedule this FREE service. Fasteners, nails, screws, hooks, towel holders, etc. are not to be used on any wood trim or cabinets in your apartment.

(C) REFRIGERATORS: Your refrigerator should be kept clean at all times. Your refrigerator should be washed inside and out with a mild cleaning solution or soapy water at least once a month. You will have 2 serviceable ice trays in your freezer when you move in. When you move out, you must leave 2 serviceable ice trays in the freezer. HUD requires that refrigerators must meet certain requirements and inspects regularly to ensure that the Housing Authority is meeting those requirements. The CHA is responsible for the upkeep of any refrigerator that is installed in the apartment. For this reason, the CHA cannot allow you to install individually owned refrigerators in your apartment.

(D) CONVENTIONAL HOT WATER HEATERS: Some dwelling units have conventional automatic natural gas hot water heaters that are installed in the hallway or utility/washroom area. The water heaters require no adjustment or attention other than cleaning. Should the heater become overheated, or leak, turn it off and notify the office. The area around your Hot Water Heater must be kept well ventilated. Do not use the top of the water heater for a storage area. DO NOT store flammable materials, clothing, paper, newspaper, etc. around your water heater.

(E) TANKLESS HOT WATER HEATERS: Some dwellings have tankless natural gas hot water heaters that are installed on the back-exterior wall of the apartment. This type of water heater exhausts spent gases directly from the vent located on the front. Nothing should be placed in or around the exhaust vent. The heater is perfectly safe, however, do not allow children to touch or play with the heater. The termination of utility services (gas and/or power) during cold months of the year may result in damage to the tankless water heater. Residents will be charged for any cost of repairs resulting from the termination of utility services.

(F) PLUMBING FIXTURES/SINKS: A homemaker soon learns that the kitchen sink receives the hardest wear of any of the plumbing fixtures. Use a liquid cleaner to keep it clean. Do not place acidic foods (Ex. oranges, lemons, tomatoes, etc.) in your sink; any of these items will stain it. **PUT YOUR LEFTOVER GREASE IN CANS FOR DISPOSAL. DO NOT POUR**

GREASE DOWN THE DRAIN OR IN THE YARD. Be sure that faucets are shut off completely after each use since dripping faucets wastewater and cause internal damage to the faucet. The bathtub and washbasin should be cleaned regularly. Do not pour hot water in your toilet; this may crack the bowl. Any good toilet bowl cleaner and/or disinfectant can be used on your toilet. Please teach your children not to drop objects (balls, soap, toys, etc.) into the toilet. In addition, feminine products, paper towels, diapers, baby wipes, etc. cannot be flushed down the toilet. You will be charged maintenance cost for any sewage line stoppages that are a result of grease or inappropriate items/objects being flushed or washed into the drain lines. Immediately report leaky faucets and toilets to the office for repair.

(G) RESIDENT OWNED AIR CONDITIONERS AND CEILING FANS: Window unit air conditioners will be installed on the back or end of buildings only. None will be placed on front of buildings without special permission. The Chickasaw Housing Authority defines the "front" of your apartment as the side of the apartment that contains the front door. Exceptions to this rule are apartments that only have windows located on the front of the apartment (0-bedroom units/some 1-bedroom units), apartments that have back bedrooms where the installation of a window unit air conditioner would result in blockage of the only existing egress, and apartments that do not have adequate electrical service (220) at the back/end of the building. No other exceptions will be granted unless special permission is requested. Only air conditioners that are determined to be in safe operating condition by the CHA Maintenance Department and fit the existing window opening will be installed. Air conditioners that are missing the front cover and/or control knobs will not be installed. Check the size of your window before buying the appliance. **DO NOT CHECK THE SIZE OF YOUR NEIGHBOR'S AIR CONDITIONER.** Maintenance personnel will make all installations within a REASONABLE time after a work order is submitted. Our personnel will ensure proper grounding, sealing and stability. Maintenance personnel will also remove window units for you when you move. Labor for this service is free. However, labor to remove and correct unauthorized, unsafe or improper installations will be charged to the resident. Ceiling fans may be installed in the living room and/or bedroom(s). If you want a ceiling fan in your living room and/or bedroom(s), you must hire a licensed electrician to install them for you. Box fans or other fans are prohibited from being placed in the windows.

(H) HEATERS (WHERE APPLICABLE): Some apartments have an automatically controlled gas heater. Maintenance personnel checks, cleans, and lights pilot lights for you. You can regulate the heat at the thermostat but, by no means, should you attempt to adjust any of the working parts. If you think something is wrong with your heater or smell gas, contact the office immediately.

(I) WINDOW SHADES/MINI-BLINDS: Some apartment will have shades others will have mini-blinds. There will be a serviceable shade or mini-blind at every window when you move into your apartment. All replacements must be furnished by you. Shades and mini-blinds must look uniform and may be purchased from the Housing Authority by calling in a work order. When you move, you must leave serviceable shades (ie. no holes or tears) or mini-blinds at every window. To prolong the life of shades, they should be raised and lowered by the pull bar. Windows should be closed during rain and windstorms to prevent damage and children should be taught not to handle the shades/mini-blinds. If you prefer Mini-blinds, they can be purchased (by you) at the Housing Authority Office and installed by the Housing Authority Maintenance Department in your apartment. If you decide to have mini-blinds installed, existing shades and brackets must be stored in your apartment.

(J) ALTERATIONS: Experience has taught us that we cannot allow our residents to make any kind of alterations. The following are not permitted:

- (1) Contact paper, stick-on mirrors or stick-on cork tiles, stick on decorations such as bumper stickers and stick-on signs of any kind should not be placed on walls, doors, windows or equipment.
- (2) Placing aluminum foil, newspaper, cardboard, sheet plastic, etc. on window glass.
- (3) Hanging pictures (see pictures section)
- (4) Changing or adding locks and other fixtures.
- (5) Drilling holes for additional cable television hookup.
- (6) Making any other alterations or repairs to Housing Authority property.

Maintenance will take care of all repairs and you can count on having your apartment inspected periodically.

(K) PAINTING: Painting cycles are established. Maintenance personnel paints vacated dwellings as needed. Occupied dwellings are painted at resident's convenience and/or when the Maintenance Department schedule permits. Paint inside and out is expected to last for many years. If repainting due to abuse or nicotine staining is required sooner, the resident will be charged with pro rata cost. A resident cannot paint his/her apartment.

(L) CURTAINS: Curtains and drapes should be hung on the rods provided. No rod of any kind will be installed without permission from Management. Additional rods can be purchased (by you) and installed by the Housing Authority Maintenance Department in your apartment.

(M) INSECT CONTROL: The Authority exterminates as needed and, if you cooperate in keeping your area of responsibility clean, you should be able to control insects. Do not allow food scraps to collect on counters, pantry shelves, or floor. Do not throw food scraps into the yard. If an insect problem develops, you can schedule extermination service by contacting the office and placing a work order. Insect control work orders are completed weekly on every Friday. The CHA will not spray for insect control in front or back yards.

(N) LAWNS AND PORCHES: You are responsible for the maintenance of your yard. You will be advised of your area of responsibility during your move-in inspection. Yard maintenance is primarily comprised of cutting grass and picking up trash but may also include weed eating around the unit, raking grass cuttings/leaves, and also weeding flowerbeds. Nothing is to be stored on porches. This includes old furniture, lawn mowers, barbecue grills, pools, bicycles, ice chests, etc. Only lawn furniture or outdoor furniture is to be kept on front porches, back porches and back yards. No furniture of any kind can be placed in the front yard. Inspection of resident yards is routinely conducted. If a resident's area of responsibility is in need of attention, he/she will receive a notice from the Maintenance Department to have the grass cut within seven calendar days. Following the seven-day notice, the yard will be re-inspected. If the yard is still in need of attention, the CHA will have the yard cut by a 3rd Party Lawn Care Provider. A \$25.00 administrative fee plus the cost of the cutting will be placed on the resident's account. The servicing of a resident's neglected yard does NOT include edging, raking, weed-eating, bagging, etc. Chickasaw City Ordinance (98-36 through 98-40), which deals with the care and maintenance of property, allows for the citing and fining of the Landlord – in this case Chickasaw Housing Authority - when tenants fail to upkeep their areas of responsibility. If at any time the CHA is fined for a tenant's failure to maintain their home or yard, the fine will be passed on to that tenant in the form of a charge placed on his/her account.

(O) INSPECTIONS: As provided for in your lease, a representative of the Housing Authority will make occasional housekeeping inspections inside of your apartment. Areas of your responsibility will be checked. The condition of the building and equipment will determine the need for preventative maintenance. You will receive written notice from the management office, as specified in the House Rules, whenever your apartment is scheduled to be entered for inspection.

(P) SMOKE DETECTORS/CARBON MONOXIDE DETECTORS: The goal of this policy is to ensure that each apartment has at least one operable smoke/carbon monoxide detector in each unit at all times.

(1) The CHA will provide at least one operable smoke/carbon monoxide detector in each of its apartments in accordance with applicable regulation and/or code.

(2) In the case of hearing-impaired residents, the CHA will provide and install a smoke/carbon monoxide detector designed for the hearing impaired in the bedroom occupied by such person. The smoke/carbon monoxide detector will be hardwired and the smoke/carbon monoxide detector will be connected to the pull alarm system.

(3) It is the responsibility of the CHA to repair or replace an inoperable smoke/carbon monoxide detector in a rented unit within 24 hours of discovery or as reported by a resident.

(4) The CHA will inspect and test each smoke/carbon monoxide detector in a rented apartment unit at the time of annual inspection. In addition, each time a CHA employee enters the unit for maintenance, the smoke/carbon monoxide detector will be inspected.

(5) It is the responsibility of the resident to ensure that the smoke/carbon monoxide detector(s) that are installed in their unit are not tampered with, and remain in good operating condition and installed at all times.

(6) By signing the Chickasaw Housing Authority House Rules, resident agrees to test each smoke/carbon monoxide detector in their apartment at least once a month.

(7) It is the responsibility of the resident to report to the CHA an inoperable smoke/carbon monoxide detector immediately after the discovery of such malfunction.

(8) If the CHA discovers that smoke/carbon monoxide detector(s) have been removed, altered or tampered with, the CHA will charge a reinstallation inspection/fee of \$100.00.

(9) The CHA may, at its discretion, initiate an eviction action against the resident of a household where smoke/carbon monoxide detector(s) have been repeatedly removed, altered or tampered with.

XXX. OTHER REQUIREMENTS

The following are additional rules that apply to you, your family member's, and your guest's conduct at the Chickasaw Housing Authority:

(A) NOISE: When people live close together, life is more pleasant if they respect and try to understand each other. Loud gatherings or parties are strictly prohibited. Shouting and slamming of doors can be extremely annoying to your neighbors. The Radio, television, musical instruments, and/or other audio equipment should not be played loudly at any time of the day or night and special care should be used in playing such instruments between the hours of 9:00 p.m. and 8:00 a.m. Parents are responsible for the conduct of their children. We expect and want happy and playful children. However, your cooperation is requested in teaching your children to observe our rules, which have been adopted for the safety and welfare of all the residents as well as the preservation of the property.

(B) SIDEWALKS: The Chickasaw Housing Authority is well equipped when it comes to sidewalks. Virtually every street within the CHA community has a sidewalk on one side of the street or the other. For safety reasons, these sidewalks should always be used when moving about on foot within the CHA. Never use other resident yards or the City streets as your walkway. **NEVER TAKE SHORT CUTS THROUGH OTHER RESIDENT'S BACK YARDS!** Please teach your children these rules.

(C) FIREWORKS: It is the policy of the Housing Authority that no type of fireworks are allowed to be stored in apartments or discharged on Housing Authority property. This includes all park areas.

(D) PARKING: In general, please be courteous with your neighbors concerning the use of parking space in front of apartment buildings. All motor vehicles (including motorcycles) must be parked in the street. All vehicles parked on the streets within the confines of the Chickasaw Housing Authority are required to have a parking permit/decal. A parking permit/decal will not be issued to vehicles that will be operated by a Resident on a temporary basis. Because of lack of space and City Ordinances/State Laws, we cannot permit parking areas to be used for the storage of junk or mechanically/legally inoperable vehicles. In other words, a vehicle must be in running condition with a current tag and liability insurance or it will not be issued a parking permit/decal and cannot remain parked within the Housing Authority. When applying for a parking permit/decal, residents will be required to complete an application form and provide documentation of a valid driver's license, liability insurance, current registration, and any other documents determined to be necessary. Permits/decals will not be issued for vehicles that are not registered to a Chickasaw Housing Authority resident, unless a supplemental Statement of Vehicle Use/Ownership form has been completed. Residents who fail to comply with the parking permit requirement may be issued a parking ticket by local law enforcement per City of Chickasaw Ordinance #1593. The parking decal must be removed from your vehicle at move out or from vehicles that you sell, transfer, give away, etc. Changes in vehicle ownership/registration must be reported to the Chickasaw Housing Authority office within 10 days. A \$2.00 fee will be charged for any re-issuance of a parking decal.

(E) VISITOR/GUEST PARKING: As specified in your Lease and House Rules, you are permitted to have visitors at any time and you may have overnight guests for up to 14 calendar days per year. However, due to limited space for parking, visitors and overnight guests will be required to park their vehicles in the designated Visitor/Guest parking area between the hours of 10:00 P.M. to 6:00 A.M. all days of the week. Visitors and guests who fail to comply with this requirement may be issued a parking ticket by local law enforcement per City of Chickasaw Ordinance #1593. The designated Visitor/Guest parking is located at the Chickasaw Housing Authority Community Room parking lot at 604 Dumont Street. The Visitor/Guest parking area is not for long-term parking and vehicles left unattended for 48 consecutive hours or more will be issued a warning and eventually towed at the owner's expense. The Chickasaw Housing Authority will not be responsible for any damage to or theft from vehicles parking in the Visitor/Guest parking area.

(F) TEMPORARY PARKING: Visitors or guests who are physically disabled or are unable to walk between the Visitor/Guest Parking area and the apartment they are visiting for health-related reasons may obtain a temporary parking permit. Visitors or guests who are on-site for the medical care of a Housing Authority resident may also obtain a temporary parking permit. A temporary parking permit will allow a visitor or guest to park in front of an apartment between the hours of 10:00 P.M. to 6:00 A.M. all days of the week. A visitor/guest, accompanied by the resident that they will be visiting, may apply for a temporary parking permit at the Chickasaw Housing Authority office located at 604 Dumont Street. The resident will be responsible for the return of the temporary parking permit tag following the permit expiration date. A \$10.00 fee will be charged to the resident for failure to return the temporary permit tag. Temporary parking permit applicants may be required to substantiate disability or health related claims. The Chickasaw Housing Authority reserves the right to make the final determination concerning the issuance of any/all temporary parking permits.

(G) OUTDOOR LITTER: You have a well-defined area of responsibility that is your yard. Keeping your yard free of trash, litter and other debris is considered to be seasonal maintenance and a maintenance task that shall be customary for tenants of the Chickasaw Housing Authority to perform. Grass or leaf piles are considered outdoor litter/other debris and are not to be left in the yard. If Management finds that a tenant is not complying with this policy, notice shall be given tenant that he/she has 1 to 3 days (depending on severity) to clean the yard. Failure to clean the yard will result in the Housing Authority having the area cleaned and the tenant being charged a fee for this service. If tenant repeatedly fails to

comply with this requirement, it shall be considered a serious breach of the lease and the lease may be terminated and the eviction process initiated. Your yard is your responsibility, therefore, feel free to admonish any adult or child that litters your area. Chickasaw City Ordinance (98-36 through 98-40), which deals with the care and maintenance of property, allows for the citing and fining of the Landlord – in this case Chickasaw Housing Authority - when tenants fail to upkeep their areas of responsibility. If at any time the CHA is fined for a tenant's failure to maintain their home or yard, the fine will be passed on to that tenant in the form of a charge placed on his/her account.

(H) WATER USAGE: The Chickasaw Housing Authority supplies water at our cost for the exclusive use of our residents only! Your cooperation in the thrifty use of water is requested. This is not intended to stop you from adequately watering grass and shrubbery. However, filling wading pools, washing automobiles, washing non-resident clothing or any other abuse of the water utility is considered wasting water and is strictly prohibited. Pools are not permitted to be stored in back yards or at the apartment. The Chickasaw Housing Authority provides resident children (4 to 18 years of age only) with season passes to the City pool at no cost to the Head of House. The fee for wasting water (ie. washing car, filling pool, etc.) is \$20.00 per occurrence.

(I) PLAYGROUND EQUIPMENT: Playground equipment, including swings, slides, trampolines, basketball goals, etc. which have not been HA approved and/or provided are prohibited. To obtain approval from the Chickasaw Housing Authority for the installation of playground equipment the following steps must be completed:

- (1)** A written request to install the playground equipment must be submitted to and approved by the Executive Director. The written request must describe the equipment that will be installed and the proposed location.
- (2)** A \$200.00 refundable deposit must accompany the written request for installation. The deposit will be refunded upon resident having all of the playground equipment removed and returning the yard to original condition. Any cost associated with the CHA having to restore the property to its original condition will be deducted from the deposit.
- (3)** Exact location of the playground equipment must be pre-approved by the Maintenance Department prior to installation.
- (4)** A \$1 million liability insurance policy must be purchased by the resident and naming the Chickasaw Housing Authority as insured. This policy must be maintained at all times the playground equipment is in place. Failure to maintain the policy will result in equipment removal.
- (5)** The Chickasaw Housing Authority is responsible for maintaining the property in a decent, safe, and sanitary condition. The Housing Authority's failure to maintain the property in a safe condition, including any/all playground equipment (whether owned by the HA or not), may result in HUD sanctions. All approved playground equipment will be inspected on an annual basis to ensure structural soundness and safe condition. It will be the responsibility of the resident to immediately repair or remove any equipment that is found to be unsafe.

(J) SATELLITE DISHES: The Following policy has been developed concerning the ownership and installation of satellite dishes for reception and television use by residents of the CHA. The CHA does not wish to prohibit the use of satellite dishes by residents, however, guidelines must be established for the installation of such devices so that the CHA property can be preserved and residents and employees can be protected.

- (1)** All requests to install a satellite dish must be made by written Application to the Executive Director. The Application must be made and approved in writing prior to any installation.
- (2)** The Application will require the satellite company name, address, phone number and the installer's name.
- (3)** All installation of such devices will be completed by an authorized service installer.
- (4)** All satellite cable required for installation and operation will follow existing cable route currently made available within the dwelling structure. NO additional holes or hookups will be allowed.
- (5)** A \$200.00 refundable deposit must accompany the written request for installation. The deposit will be refunded upon resident having all of the satellite equipment removed and returning the structure and yard to original condition. Any cost associated with the CHA having to restore the property to its original condition will be deducted from the deposit.
- (6)** Only one satellite dish per apartment will be permitted.
- (7)** No satellite dish over 26 inches in diameter will be permitted.
- (8)** No satellite dishes can be fastened to or attached to the apartment structure. Dishes will be installed on a pole in the back yard of your apartment. Dishes must be installed on a 4 in. X 4 in. wooden pole

or a 3 in. diameter metal pole of at least 5 feet in height, but not more than 10 feet in height (from the ground up). The Exact location of the satellite pole must be pre-approved by the Maintenance Department prior to installation.

(9) No holes or fasteners for the satellite cable can be put on the apartment soffit. Cable(s) must enter the apartment at the cable television inlet already established on the exterior of the apartment.

(10) No cable will run atop the ground, attached to any building, on any rooftops or in any fashion other than what is described herein. The cable from the dish to the building will be buried as specified by the most current building code (but not less than 1 foot deep) and the top of the ground will be restored to flat condition.

(11) The CHA is not obligated to cut or trim any trees to enable satellite service or reception.

(12) The resident is responsible for any damage to the satellite system due to utility service, Housing Authority maintenance, or ANY other reason. The resident is responsible for any damage to the apartment as a result of the dish installation. Any/all damages are an eligible deduction from the tenant's deposit.

(13) The CHA must be notified immediately whenever a satellite dish installation appointment is scheduled. Applications for satellite dishes are made available at the CHA office. Any questions concerning this policy or any part of the installation procedure should be directed to the CHA. Any violation of this policy will be considered a violation of the dwelling lease and will result in lease cancellation.

(K) STORAGE: Junk, furniture, etc. of any kind is not to be stored outside the apartment. You may chain your lawn mowers, bikes, etc. to your garbage can holder in the back of your apartment. Spire Gas Service does not allow anything to be attached to the gas meter. **Storage of gasoline containers and gas- powered equipment inside of apartments is a major fire hazard and is strictly prohibited.** Chickasaw City Ordinance (98-36 through 98-40), which deals with the care and maintenance of property, allows for the citing and fining of the Landlord – in this case Chickasaw Housing Authority – when tenants fail to upkeep their areas of responsibility. If at any time the CHA is fined for a tenant's failure to maintain their home or yard, the fine will be passed on to that tenant in the form of a charge placed on his/her account.

(L) STORM DRAINS: Do not use storm drains as garbage or trashcans. Storm drain grates are only to be removed by Housing Authority or City employees. Children are not allowed to play in storm drains. Do not blow grass clippings, leaves, trash or any other debris into the street or storm drains.

(M) USE OF EXTERIOR PROPERTY: The Chickasaw Housing Authority (CHA) is committed to providing a decent, safe, and tranquil environment throughout the property owned and/or controlled by the Authority. For this reason, the CHA has adopted the following policy concerning Resident use of front yards, back yards, CHA common areas, parks, or any other outside areas (hereinafter referred to as exterior property) owned and/or controlled by the Chickasaw Housing Authority – The Chickasaw Housing Authority prohibits Resident use of exterior property owned or controlled by the CHA for special events, gatherings, parties, etc., unless written permission of the CHA is obtained in advance of the proposed use of the property. Any adult resident may apply for permission to use the exterior property owned or controlled by the CHA. This application shall be on a form that will be supplied by the Authority. Said application shall include the nature of the gathering, expected number of participants, the date(s) of the event, the person(s) in charge, and other information as required by the Executive Director. Said application shall be returned to the Housing Authority office. An adequate damage deposit will be charged for any use of exterior properties. Security will be provided by the Housing Authority at resident's expense. The appropriate funds will be collected in advance for costs incurred for security personnel. A permit will be issued for any approved applications. The permit shall specify the date(s), time(s), purpose(s), and location(s) where the gathering or activity may be conducted. The permit shall be strictly enforced and a breach of the specified date(s), time(s), purpose(s), and/or location(s) shall be considered a violation of the permit. The written permit shall be available for inspection during the gathering or activity by any member of law enforcement or any employee or agent of the Chickasaw Housing Authority. If said written permit is not available for review, the activity shall immediately cease until such time as the written permit is produced. At the conclusion of the activity and in accordance with this policy, any and all expenses incurred by the Authority for the clean-up of buildings, grounds or other areas, as well as compensation for any damages shall be deducted from the deposit and the remainder shall be refunded to the resident who applied for the permit. Any further amounts of money incurred for such purposes shall be billed to the resident who received the permit. The Chickasaw Housing Authority shall exercise this policy to the extent allowable by all applicable laws, rules, policies, and/or regulations. The Chickasaw Housing Authority, its Board of Commissioners, and its staff shall not discriminate against any resident in its granting permission for use of the exterior property as provided in this policy.

(N) NO SMOKING POLICY: The Department of Housing & Urban Development (HUD) has recommended that subsidized Affordable Housing Providers develop No-Smoking Policies for implementation at their facilities. Definition - Smoking is defined as igniting, inhaling, exhaling, breathing, or carrying or possessing any lit cigar, cigarette, pipe, water

pipe (referred to as hookahs) or other tobacco product or similar lighted product in any manner or form or any other device containing tobacco, marijuana or other legal or illegal substance that burns. The following facts are well established concerning smoking and/or second hand smoke:

- Smoking or exposure to secondhand smoke (sometimes called environmental tobacco smoke) causes premature death from respiratory disease, cancer or heart disease
- Smoking is the number one cause of preventable disease in the United States
- According to the EPA, secondhand smoke exposure causes disease and premature death in children and adults who do not smoke
- People with chronic diseases such as asthma or cardiovascular disease are particularly vulnerable to the effects of secondhand smoke
- Secondhand smoke lingers in the air for hours after cigarettes have been extinguished and can migrate between apartments in multifamily buildings
- Fires started by lighted tobacco products, principally cigarettes, constitute the leading cause of residential fire deaths
- Turnover costs for apartments vacated by heavy smokers are, on average, 6 times more expensive than apartments vacated by non-smokers (see HUD Ecowise Newsletter)

Due to the health risks of secondhand smoke, the increased risk of fire, and the increased maintenance costs to mitigate smoke caused damage, the Chickasaw Housing Authority has adopted a No-Smoking Policy that prohibits smoking inside any dwelling unit, and on porches or patios. Smoking is also prohibited in any interior common area of the community including but not limited to community rooms, community bathrooms, lobbies, offices and within twenty-five (25) feet of buildings including entryways. This policy applies to all residents, occupants, guests, invitees, service personnel and employees. Resident shall promptly notify Landlord in writing of any incident where tobacco smoke is migrating into resident's apartment from sources outside apartment.

(1) Lease Violations: Residents are responsible for the actions of their household occupants, guests and invitees. Visual observation of smoking in prohibited areas is not required to substantiate a violation of the No Smoking Policy. The presence of smoke, tobacco smoke odor, smoke/nicotine stains, smoking material or smoking paraphernalia within a dwelling unit may be considered evidence of a violation of the No-Smoking Policy. Failure to adhere to the conditions of the No-Smoking Policy will constitute a serious violation of the Lease.

(2) 1st Violation of No Smoking Policy: The first documented occurrence will result in issuance of a written warning to the resident.

(3) 2nd Violation of No Smoking Policy: The second documented occurrence will result in issuance of a written warning to the resident and assessment of a fee of \$250.00 charged to the resident to cover the cost of cleaning, fumigating, repairing, or correcting damage caused by tobacco smoke. Any cigarette butts not properly disposed of may also be cause for a litter service fee.

(4) 3rd Occurrence – The third documented occurrence will result in Lease termination.

Landlord Disclaimer – The Landlord's adoption of a No Smoking policy does not in any way change the standard of care that the Landlord has under applicable law to render the property safer, more habitable or improved in terms of air quality standards. Landlord cannot and does not warranty or promise that the property will be free from secondhand smoke. Resident acknowledges that Landlord's ability to police, monitor or enforce the No-Smoking Policy is dependent in significant part on voluntary compliance by residents and resident's guests. However, Landlord will take reasonable steps to enforce the No Smoking Policy. Residents 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 Policy than any other Landlord obligation under the Lease. The Administrative Office can be contacted to obtain information to assist in smoking cessation:

XXXI. RESIDENT IDENTIFICATION CARD POLICY

It is mandatory that all residents, ages 16 and older, of the Chickasaw Housing Authority obtain a picture identification (ID) card from the office. The initial ID card shall be free of charge and will be issued at the time of move in. Any ID cards replaced as a result of a loss, theft, or destruction will result in a fee of twenty dollars (\$20.00) per card invoiced at the time of replacement. Failure to turn in ID card(s) at the time of move out will result in a twenty-five-dollar (\$25.00) charge for each card not turned in to the office. ID card(s) will expire on the anniversary date of the family's move in. All residents, aged 16 and older, will be required to renew their ID cards at the time of the family's annual recertification. The Head of Household will be responsible for turning in to the office the expired ID card(s) when new card(s) is/are issued. Failure to

turn in ID card(s) at recertification will result in a charge of twenty dollars (\$20.00) per card to be invoiced at the time of replacement. The Head of Household will be responsible for ensuring that each adult family member (sixteen and older) obtains their initial card and their yearly renewal at the time of the annual recertification. Resident safety and security is of the utmost priority for the Chickasaw Housing Authority. For this reason, it is the policy of the Chickasaw Housing Authority Maintenance Department to lock the door(s) to any unoccupied unit when exiting an apartment that is found to be unlocked upon entry for maintenance work. Residents should ensure that they have their apartment key in their possession anytime that they exit their apartment. Any call out for after-hours maintenance to unlock a locked apartment will result in a call out fee as specified in the Housing Authority's Maintenance Charges Schedule. Maintenance Department personnel will NOT unlock an apartment door for any person who does not have their VALID Housing Authority Resident ID card with them or another form of valid ID. Any adult person requesting entry into a locked apartment who cannot present a valid Resident ID Card or another form of valid ID that has been issued to them will be required to report to the Chickasaw Housing Authority office during regular business hours so that proper authentication of residency can be made. The Chickasaw Police Department will be contacted to ensure the safety of any juvenile (17 years of age or less) who calls after-hours maintenance requesting entry into a locked apartment. The Chickasaw Housing Authority community is private property. Housing Authority and/or City Officials may request to see a resident's ID card at any time. For this reason, residents are encouraged to have their ID card with them at all times.

XXXII. COMPLAINTS

It is your right to complain whenever the Housing Authority or your neighbors give just cause. We hope you will skip the little things and save your voice for serious problems. It is also your right to speak or write a kind word whenever your neighbor or the Housing Authority staff deserves praise. Feel free to contact us with your problems anytime.

ADDRESS correspondence to:

Executive Director
Chickasaw Housing Authority
604 Dumont Street
Chickasaw, Alabama 36611

XXXIII. ACKNOWLEDGEMENTS

THE LANDLORD SHALL NOT BE RESPONSIBLE TO RESIDENT FOR CONDITIONS CREATED OR CAUSED BY THE NEGLIGENT OR WRONGFUL ACTS OR OMISSIONS BY RESIDENT, MEMBERS OF RESIDENT'S HOUSEHOLD, OTHER PERSONS OR GUESTS, AS DEFINED HEREIN. THE RESIDENT ACKNOWLEDGES THAT HE/SHE SHOULD CONSIDER OBTAINING RENTER'S INSURANCE TO COVER PERSONAL PROPERTY. CRIMINAL ACTIVITY OR DRUG RELATED CRIMINAL ACTIVITY IS CAUSE FOR EVICTION WITHOUT AN ARREST OR CONVICTION. THE HA MAY EVICT THE RESIDENT BY JUDICIAL ACTION FOR CRIMINAL ACTIVITY IF THE HA DETERMINES THAT THE COVERED PERSON HAS ENGAGED IN THE CRIMINAL ACTIVITY, REGARDLESS OF WHETHER THE COVERED PERSON HAS BEEN ARRESTED OR CONVICTED FOR SUCH ACTIVITY AND WITHOUT SATISFYING THE STANDARD OF PROOF USED FOR A CRIMINAL CONVICTION. RESIDENT AGREES AND ACKNOWLEDGES THAT LANDLORD SHALL HAVE NO DUTY TO PROVIDE POLICE SERVICES OR PRIVATE SECURITY TO THE RESIDENT, AND GUESTS (INVITED OR NOT), OR THE APARTMENT COMMUNITY. RESIDENT SHALL LOOK SOLELY TO THE CITY POLICE DEPARTMENT FOR SECURITY PROTECTION. RESIDENT FURTHER AGREES AND ACKNOWLEDGES THAT, EVEN IF THE LANDLORD CHOOSES TO PROVIDE COURTESY SECURITY OR POLICE SERVICES, THESE SERVICES SHALL NOT CONSTITUTE ANY MODIFICATION OF THE ABOVE AGREEMENT. THE LANDLORD SHALL NOT BE LIABLE FOR FAILURE TO PROVIDE ADEQUATE SECURITY OR POLICE SERVICES, OR FOR CRIMINAL OR WRONGFUL ACTIONS BY OTHERS AGAINST THE RESIDENT OR GUESTS. IF THE LANDLORD DOES PROVIDE ANY SECURITY OR POLICE SERVICES, IT MAY ELECT TO REDUCE, MODIFY, TERMINATE, OR CHANGE THE NATURE, SCOPE, AND PROVIDER OF SUCH SERVICES WITHOUT NOTICE TO, OR CONSENT FROM, THE RESIDENT. RESIDENT CERTIFIES THAT NO MEMBER OF THE HOUSEHOLD IS SUBJECT TO A LIFETIME REGISTRATION REQUIREMENT UNDER THE STATE SEX OFFENDER REGISTRATION PROGRAM. RESIDENT AGREES TO FURNISH ANY MAILING ADDRESS FOR NOTICES OR OTHER OFFICIAL CORRESPONDENCE TO BE SENT BY THE HOUSING AUTHORITY BY NOTIFYING IN WRITING ANY ADDRESS CHANGE OTHER THAN THE APARTMENT ADDRESS. IF NOT OTHERWISE NOTED, MAILING TO THE APARTMENT ADDRESS SHALL BE DEEMED SUFFICIENT AND NOTICE PROPERLY GIVEN. IN THE CASE OF A LEASE TERMINATION, THE LANDLORD SHALL MAIL TO THE LAST KNOWN OFFICIAL ADDRESS AND SHALL DELIVER A COPY TO THE APARTMENT AND GIVE IT TO AN ADULT RESIDING IN THE APARTMENT OR BY POSTING ON THE DOOR.

HOUSING AUTHORITY OF THE CITY OF CHICKASAW

BY:

_____	_____	_____	_____
Housing Authority Representative	Date	Head of House	Date
_____		_____	_____
Title		Spouse/Other Adult Member	Date
		_____	_____
		Other Adult Member	Date

CERTIFICATION - I have received a copy of the House Rules and I hereby declare that the facts given in my Application for Housing are true. I understand that if these facts are not true, my lease will be terminated, and I will be required to vacate. I certify that no member of the household is subject to a lifetime registration requirement under the state sex offender registration program. I acknowledge that requests for a Reasonable Accommodation for a disability may be made at any time through the Central Office. Copies of all procedures, policy and other documents referred to in this lease are available for review upon request during the normal business hours of Landlord.

Resident is advised that Alabama law in part defines Public Assistance Fraud and the penalties as follows – Public assistance means money or property provided directly or indirectly to eligible persons through programs of the federal government, the state, or any political subdivision thereof, including any program administered by a housing authority. It shall be unlawful for an individual or business entity to knowingly do any of the following: (1) Fail, by false statement, misrepresentation, impersonation, or other fraudulent means, to disclose a material fact used in making a determination as to the qualification of the person to receive public assistance. (2) Fail to disclose a change in circumstances in order to obtain or continue to receive any public assistance to which he or she is not entitled or in an amount larger than that to which he or she is entitled. (3) Aid and abet another person in the commission of the prohibitions enumerated in subdivision (1) and (2) or in any way receive, attempt to receive, or aid and abet in the receipt of unauthorized payments or other unauthorized public assistance or authorization or identification to obtain public assistance. In addition to any other penalty provided by law, an individual or business entity that violates this section in an aggregate value of two hundred dollars (\$200) or more shall be guilty of a Class C felony. OR an individual or business entity that violates this section in an amount less than the aggregate value of two hundred dollars (\$200) shall be guilty of a Class A misdemeanor. Three (3) or more violations of this section shall establish a rebuttable presumption that the individual knowingly violated this section (13A-9-150, Code of Alabama, 1975).