

Sample Lease Form
For example purposes only

LEASE

THIS LEASE (this "Lease") is made and entered into as of this ____ day of _____, 20____ (the "Effective Date") by and between Housing Foundation for Sarpy County, a private not for profit entity ("Landlord") and _____ (hereafter "Tenant", whether one or more). Landlord and Tenant may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Landlord has entered into a Housing Assistance Payments ("HAP") Contract with the Secretary of Housing and Urban Development ("HUD"); and sometimes referred to as the "Secretary"), and

WHEREAS, pursuant to an agreement entered into between Landlord and the Secretary, Landlord has agreed to limit occupancy of the Premises (and other premises (collectively, the "Project") to Tenant for admission to Section 8 assisted units and conditions of continued occupancy in accordance with the terms and provisions of the HAP Contract; and

WHEREAS, Landlord desires to lease the real property commonly known as _____, together with all improvements thereupon (the "Premises") to Tenant; and

WHEREAS, Tenant desires to lease the Premises from Landlord upon the terms and conditions set forth in this Lease; and

WHEREAS, Landlord has determined that Tenant is eligible to pay less than the amount of Rent (as defined below) for the use and occupancy of the Premises; and

NOW, THEREFORE, for valuable consideration, Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord, upon the terms and conditions hereafter provided:

1. Term of Lease. The term ("Term") of this Lease begins on _____ and ends on _____. The date the Term begins is referred to as the "Commencement Date".

2. Rent.

a. Tenant shall pay to Landlord as rent ("Rent") for the use and possession of the Premises the aggregate amount of \$_____ for each calendar month during the Term.

b. Of the total amount of Rent, \$ _____ shall be payable by or at the direction of HUD as housing assistance payments, on behalf of Tenant, and the remainder of the Rent (i.e. \$ _____; "Tenant's Rent Share") shall be directly payable by Tenant to Landlord.

c. Tenant's Rent Share shall be due and payable by Tenant in advance on or before the first day of each calendar month by delivery of the same to Landlord at _____ or to such other person or persons or at such places as Landlord may from time to time designate in writing.

d. All Rent shall be paid without any obligation on the part of Landlord to make any demand for the same. Payments of Rent shall be deemed paid upon receipt by Landlord. Tenant has no right to set off from any payment of Rent any amount Tenant claims Landlord owes to Tenant.

3. Permitted Occupants. The following individuals are the only permitted occupants of the Premises pursuant to this Lease.

_____	_____
_____	_____
_____	_____

4. Income, Income Verification, and Recertification of Income.

a. Tenant agrees that the family income, family composition and other eligibility requirements shall be deemed substantial and material obligations of his/her tenancy, including without limitation the amount of Tenant's Rent Share and Tenant's right, and continued right, of occupancy. Tenant acknowledges that a recertification of income and other matters shall be made to Landlord annually and as otherwise may be required in accordance with HUD regulations and requirements.

b. Tenant must promptly provide Landlord with any letter or other notice by HUD to a member of Tenant's household and family that provides information concerning the amount or verification of family income in accordance with HUD requirements.

c. Tenant agrees that all allocated amounts Rent and the Tenant's Rent Share are subject to change pursuant to HUD requirements (as the same may be amended at any time during the Term), changes in Tenant's family income, Tenant's family composition, or extent of any applicable exceptional medical or other unusual expenses in accordance with HUD-established schedules and criteria (as may be amended at any time during the Term); or by reason of adjustment by HUD of any applicable Utility Allowance. Any such change in Rent and the Tenant's Rent Share shall be effective as of the date stated in Landlord's written notice thereof to Tenant to be given not later than 30 days prior to the

effective date of such change or by an executed addendum to this Lease. Such notice or addendum shall specify the adjusted amount of Tenant's Rent Share.

d. Landlord and Tenant agree that if, upon recertification, Tenant's income is found to be sufficient to pay all of the Rent plus any Utility Allowance, Tenant shall then be required to pay the same, but Tenant will no longer be required to make income certifications under this Lease. Notwithstanding the foregoing, Tenant's continued occupancy of the Premises remains conditioned upon Tenant's full compliance with the terms of this Lease and Tenant's continued eligibility to do so under the HAP Contract and any HUD requirements.

e. Without limitation to any other right of Landlord in respect thereof, Tenant agrees to pay to Landlord any amount of the Rent (irrespective of the designated Tenant's Rent Share) that should have been paid by Tenant but for (a) Tenant's misrepresentation in his/her initial income certification or recertification, or in any other information furnished to Landlord or (b) Tenant's failure to supply income recertification when required or to supply information requested by Landlord

5. Insufficient Funds. If a check (whether for Rent, Tenant's Rent Share or for any other payment amount due to Landlord from Tenant) from or on behalf of a Tenant is not honored by the institution upon which it is drawn, Landlord, in Landlord's sole discretion, may require Tenant to pay a fee, not to exceed an amount charged to Landlord by the institution to process any returned check commencing with the second such occurrence and on each occasion thereafter. Such fees shall be immediately due and payable to Landlord.

6. Deposit. Landlord acknowledges the receipt of the initial deposit of \$_____ ("Security Deposit"). If Tenant possesses a pet that will reside in the Premises, Tenant shall pay to Landlord an additional deposit in the amount of \$_____ or such lesser amount pursuant to 24 CFR 5.318 ("Pet Deposit"). The Security Deposit and the Pet Deposit are collectively be referred to in this Lease as the "Deposit". The Deposit is being provided as security for the performance of Tenant's obligations under this Lease. At any time during the Term, Landlord, without prejudice to any other remedy to which may be entitled, may use the Deposit to the extent necessary to remedy any default in the payment of Rent or to satisfy any other obligation of Tenant under this Lease, and Tenant shall promptly, upon demand, restore the Deposit to its original amount.

Upon the expiration or termination of the Lease, all property or money held by Landlord as prepaid Rent or Deposit may be applied to the payment of any unpaid Rent and also to the amount of damages which Landlord has suffered by reason of Tenant's noncompliance with the Lease or Neb. Rev. Stat. § 76-1421. The remaining balance of the Deposit, if any, and a written itemization of charges made against the money or Deposit shall be delivered or mailed to Tenant within fourteen days following the date of the expiration or termination of the Lease. If no mailing address or instructions are provided by Tenant to Landlord, Landlord shall mail, by first-class mail, the balance of the Deposit to be returned, if any, and a written itemization of the amount of the Deposit not returned to Tenant's last-known mailing address. If the mailing is returned as undeliverable, or if the returned balance of the Deposit remains outstanding thirty days after the

date of the mailing, Landlord shall, not later than sixty days after the date of the mailing, remit the outstanding balance of the Deposit to the State Treasurer for disposition pursuant to the Uniform Disposition of Unclaimed Property Act.

7. Utilities. Tenant shall pay for all gas, water, electricity, telephone, Internet, cable, trash service (if applicable), and other utilities used or consumed in or about the Premises and shall pay all sewer use fees or similar charges made or imposed with respect to or against the Premises. Tenant shall put all utilities in Tenant's name and shall pay the utility providers directly. Tenant will cooperate in allowing Landlord third party notice of utility issues or shut off. Tenant is responsible for any damages to the Premises caused as a result of any utility shut off or nonpayment for utility services. If any utilities are furnished by Landlord, Tenant agrees not to waste utilities furnished by Landlord.

8. Pets. Subject to the provisions in 24 CFR Part 5 (including the pet rules promulgated under 24 CFR Part 5) and any pet rules promulgated by Landlord that are attached to this Lease or otherwise made known to Tenant (and as any of the same may be modified during the Term), Tenant is permitted to keep common household pets on the Premises upon payment of the applicable Pet Deposit. Tenant agrees to comply with these rules and any other Laws, applicable to animals or pets. Any violation thereof may be grounds for removal of the pet or termination of this Lease or Tenant's right keep a [pet on the Premises (or both) in accordance with the provisions of 24 CFR Part 5, including 24 CFR Part 5 (Evictions From Certain Subsidized and HUD-Owned Projects) and those provisions governing the termination of tenancy under the Section 8 housing assistance payments and project assistance payments programs. 24 CFR Part 5 Pet Rules do not apply to an animal used by a Tenant or visitor that is needed as a reasonable accommodation for Tenant or visitor's disability, as may be permitted or required by Law. Whenever used in this Lease, the term Law/s shall mean and refer to any laws, statutes, ordinances, resolutions, rules, building zoning and other codes, and regulations of the State of Nebraska, Sarpy County and the City of Bellevue, including any department or agency thereof.

9. Alterations. Tenant shall not make any material alterations, additions, installations, changes or improvements to the Premises, whether exterior or interior, ("Improvements") without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion. Any Improvements are consented to by Landlord shall be made in compliance with all Laws and, unless otherwise expressly agreed by Landlord in writing, at Tenant's sole cost and expense. At the expiration or termination of this Lease, all Improvements shall be removed from the Premises at Tenant's cost (and the Premises shall be restored to their original condition), unless at Landlord's option, Landlord agrees in writing that the same may remain in which event the Improvements shall become the property of Landlord. Whenever required by Law, Landlord agrees to provide reasonable accommodation to allow an otherwise eligible Tenant to make Improvements, including structural Improvements, to the Premises at Tenant's own cost and expense.

10. Maintenance. During the Term, Tenant shall at all times comply with any Law applicable to Tenant or Tenant's occupancy of the Premises. Tenant shall maintain and keep, at Tenant's sole cost and expense, the Premises in a clean and safe condition. Without limitation to the generality of the preceding sentence, Tenant shall keep the Premises and all sidewalks free from ice and snow, maintain all plumbing and other fixtures clean, sanitary, and free from

stoppages, and shall dispose from the Premises, in a safe manner, all ashes, garbage, rubbish, and other waste. Tenant shall use all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances in a reasonable manner and shall maintain the same except to the extent by the terms of this Lease or by Law, Landlord is expressly made responsible therefor. Upon expiration or termination of this Lease, Tenant shall place the Premises in as clean and good of condition as existed on the Effective Date, reasonable wear and tear expected. Reasonable wear and tear will not be construed to mean appliance damage, glass breakage, holes or tears, burns, stains or any other permanent disfigurement or damage.

11. Landlord's Repairs. Landlord shall be responsible for all structural, roof, HVAC, and plumbing repairs, so long such repairs are not for damage caused by Tenant, any member of Tenant's household, a guest or another person under Tenant's control, for which damage Tenant shall be solely responsible and repaired by Tenant. The Parties acknowledge that Landlord has provided the following appliances for use by Tenant: refrigerator, range, and dishwasher (as applicable). Landlord shall maintain the foregoing appliances in good working order during the Term; provided that Tenant shall be responsible for any breakage of or damage or destruction to the foregoing appliances caused by Tenant, any member of Tenant's household, a guest or another person under Tenant's control, for which damage Tenant shall be solely responsible and repaired by Tenant. Tenant shall reimburse Landlord for any repairs for which Tenant is responsible. Landlord will keep the yard mowed and maintained. Notwithstanding anything to the contrary contained in this Lease, Landlord shall not be required to make any Improvements or provide any accommodation, including without limitation any accommodation that may require a fundamental alteration to the Premises or which would impose a substantial financial and administrative hardship on Landlord, unless otherwise required by Law.

12. Tenant's Covenants. Without limitation or prejudice to any other provisions of this Lease, during the Term, Tenant covenants and agrees to the following:

a. Tenant shall not commit or permit the commission by others of any waste on the Premises and shall not use or permit the use of the Premises for any unlawful purpose, including occupying or permitting any individual to occupy a bedroom not in compliance with the Laws.

b. To keep the Premises in a clean and sanitary condition, and to comply with all obligations imposed upon Tenant under applicable provisions of any Laws affecting health and safety with respect to said Premises, and to save Landlord harmless from all fines, penalties and costs for violations or noncompliance by Tenant with any Laws and from all liability arising out of any such violations or noncompliance.

c. Not to use Premises for any purpose deemed hazardous by insurance companies carrying insurance thereon.

d. Tenant shall use the Premises as a residence only and not for any business, commercial or professional use.

e. Tenant shall notify Landlord of any repairs required to be performed by Landlord pursuant to Paragraph 11. Tenant shall notify Landlord of any repairs required to be performed by Tenant pursuant to Paragraph 11 or any other provision of this Lease prior to the time such repair is made.

f. Tenant shall comply with all recorded covenants applicable to the Premises, if any, and any rules and regulations which may be adopted by Landlord concerning Tenant's use and occupancy of the Premises.

g. Tenant shall keep the Premises free from mechanic's and all other liens and hold Landlord harmless therefrom and reimburse Landlord in defending against such liens.

h. Tenant shall permit Landlord and Landlord's agents, contractor, utility company, municipal agency or others to enter the Premises at any time in the event of an emergency and otherwise during reasonable hours and upon reasonable notice to Tenant, to make necessary or agreed repairs or alterations or exhibit the Premises to prospective or actual purchasers, tenants, workmen or contractors. Landlord may retain a duplicate key for the purpose of making any entry permitted by this Lease. Tenant shall not make lock changes unless first approved by Landlord and a duplicate key shall be provided to Landlord.

i. Tenant shall not deliberately or negligently destroy, damage, deface, impair or remove any part of the Premises or permit any person or animal to do so in any such manner.

j. Tenant shall be fully responsible for any breakage, damage, destruction, soilage and/or damage to the Premises which may be caused by Tenant, any member of Tenant's household, a guest or another person under Tenant's control, such damage being the responsibility of Tenant's, any member of Tenant's household, a guest or another person under Tenant's control's acts or neglect. Tenant shall forthwith repair such damage at his/her own expense, and should Tenant fail or refuse to make such repairs within a reasonable time after the occurrence of such damage, then Landlord shall have the option, but not the obligation, to cause repairs for which Tenant is responsible to be done at Tenant's expense and Tenant shall thereupon reimburse Landlord immediately upon demand for the total cost of the damages so caused.

k. Tenant shall not engage in conduct or allow any person or animal to engage in conduct on the Premises that disturbs the quiet and peaceful enjoyment of others.

l. Tenant agrees not to place fixtures, signs, or fences in or about the Premises without the prior permission of Landlord in writing. If such permission is obtained, Tenant agrees, upon termination of the Lease, to remove any fixtures, signs or fences, at the option of Landlord, without damage to the Premises.

m. Tenant shall provide written notice to Landlord prior to any absence from the Premises exceeding seven (7) days.

n. Tenant shall not smoke any form of tobacco or other substances, nor permit any other individual to smoke any form of tobacco or other substances, on the Premises at any time.

13. Interim Recertifications.

a. Tenant agrees to advise Landlord immediately if any of the following changes occur:

1. Any household member moves out of the Premises.
2. Any adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment.
3. The household's income cumulatively increases by \$200 or more a month.

b. Tenant may report any decrease in income or any change in other factors considered in calculating Tenant's Rent or Rent and the Tenant's Rent Share. Unless Landlord has confirmation that the decrease in income or change in other factors will last less than one month, Landlord will verify the information and make any appropriate Rent reduction. However, if Tenant's income will be partially or fully restored within two months, Landlord may delay the certification process until the new income is known, but any Rent reduction will be retroactive and Landlord may not evict Tenant for nonpayment of Rent due during the period of the reported decrease and the completion of the certification process. Tenant has thirty days after receiving written notice of any Rent due for the above described time period to pay or Landlord can evict for nonpayment of Rent.

c. If Tenant does not advise Landlord of the interim changes concerning household members or increase in income, Landlord may increase Tenant's Rent to the HUD-approved market rent. Landlord may do so only in accordance with the time frames and administrative procedures set forth in HUD's regulations, handbooks and instructions on the administration of multifamily subsidy programs.

d. Tenant may request to meet with Landlord to discuss how any change in income or other factors affecting Tenant's Rent or assistance payment, if any. If Tenant requests such a meeting, Landlord agrees to meet with Tenant and explain how Tenant's Rent or assistance payment, if any, was computed.

14. Removal of Subsidy.

a. Without limitation to any other provision of this Lease, Tenant understands that Rent assistance made available on Tenant's behalf may be terminated if events in either item 1 or 2 below occur. Termination of assistance means that Landlord may make the assistance available to another Tenant and Tenant's Rent or the Tenant's Rent Share will be recomputed. In addition, if Tenant's assistance is terminated because of criterion (1)

below, Tenant will be required to pay the HUD-approved market rent for the Premises.

1. Tenant does not provide Landlord with the information or reports required by paragraph 4d or 13 within 10 calendar days after receipt of Landlord's notice of intent to terminate Tenant's assistance payment.

2. The amount Tenant would be required to pay towards Rent and utilities under HUD rules and regulations equals the Family Gross Rent shown on Attachment 1.

b. Landlord agrees to give Tenant written notice of the proposed termination. The notice will advise Tenant that, during the ten calendar days following the date of the notice, he/she may request to meet with Landlord to discuss the proposed termination of assistance. If Tenant requests a discussion of the proposed termination, Landlord agrees to meet with Tenant.

c. Termination of Rent assistance shall not affect Tenant's other rights or obligation under this Lease including the right to occupy the Premises during the Term unless otherwise required or permitted by any applicable Laws. Assistance may subsequently be reinstated if Tenant submits the income or other data required by HUD procedures, Landlord determines Tenant is eligible for assistance, and assistance is available.

15. Insurance. Landlord recommends, but does not require, that Tenant obtain, at its cost, renters insurance. Landlord provides no coverage for and is not responsible for Tenant's personal property located at the Premises.

16. Risk of Loss. Tenant accepts all risk of loss for damage to any personal property brought onto or stored on the Premises, including personal property of Tenant, any member of Tenant's household, a guest or another person under Tenant's control. Landlord shall not be responsible for or liable to Tenant, any member of Tenant's household, a guest or another person under Tenant's control, or any such other person for damage to or loss of such personal property from theft, vandalism, fire, rising water, water leaks or seepage from any source, rainstorms, smoke, or explosions, or other causes whatsoever.

17. Indemnity and Hold Harmless. Landlord shall have no responsibility or liability to Tenant, any member of Tenant's household, a guest or another person under Tenant's control, or any other individual or entity for any action, suit, judgment, claim, demand, loss, damage, injury or death resulting from or in any way connected with Tenant's occupancy of and/or activities on the Premises, or use or misuse by Tenant of the Premises or the condition thereof, or by reason of any structural or other defect. To the fullest extent permitted by Law, Tenant hereby waives for Tenant, and Tenant's heirs, executors, personal representatives and assigns, any right remedy or recourse in respect thereof. Tenant hereby agrees, on behalf of Tenant and Tenant, and Tenant's heirs, executors, personal representatives and assigns, to indemnify, defend and hold Landlord and its successors and assigns harmless from and against any and all claims, actions, suits, judgments, demands, loss, liability, damages related to property or injury to person (including death), cost, expense (including

interest and attorneys' fees) that may rise or result from, out of, or in connection with, any negligent or other act, error or omission of Tenant (and any member of Tenant's household, a guest or another person under Tenant's control) that may occur on the Premises or otherwise related to the use or occupancy of the Premises, including, without limitation, any failure by Tenant to perform or comply with any provision of this Lease or any requirements imposed on Tenant or the Premises by any applicable Law.

18. Subordination. Landlord reserves the right to place liens and encumbrances on the Premises superior in priority to this Lease and all of Tenant's rights under this Lease. Tenant agrees to execute, acknowledge, and deliver to Landlord or Landlord's assigns and legal representatives, upon request, any and all instruments that may be necessary or proper to subordinate this Lease and all rights of Tenant under this Lease to any such lien or encumbrance; provided, that the holder of such lien or encumbrance shall agree not to disturb Tenant's possession of the Premises under this Lease as long as Tenant is not in default under this Lease. A refusal to execute such instruments shall entitle Landlord, or Landlord's assigns and legal representatives to the option of cancelling this Agreement without incurring any expense or damage, and the term hereby granted is expressly limited accordingly

19. Smoke Detectors. Tenant shall test and monitor all smoke detectors in the Premises as recommended by the manufacturer's directions provided to Tenant at the execution of this Lease and shall immediately notify Landlord of any defects.

 (Initials) Tenant acknowledges that all smoke detectors on the Premises are functioning as of the Effective Date.

20. Lead Disclosure. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure:

- a. Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
 - i. n/a Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)

 - ii. XX Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- b. Records and reports available to Landlord (check (i) or (ii) below):
 - iii. Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents): _____

-
-
-
-
- iv. XX Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgement (initial):

- c. _____ Tenant has received copies of all information listed above.
d. _____ Tenant has received the pamphlet "Protect Your Family from Lead in Your Home".

Certificate of Accuracy: Landlord and Tenant have reviewed the information above which relates to lead-based paint and by execution of this Lease, certify, to the best of their knowledge, that the information they have provided is true and accurate.

21. Subleasing and Assigning. Tenant shall not (a) encumber, assign, or otherwise transfer this Lease, or any right or interest therein or in the Premises, (b) sublet any or all of the Premises, (c) give accommodation to any roomers or lodgers, nor (d) otherwise permit the use of the Premises for any purpose other than as a private dwelling solely for Tenant and his/her family. Tenant agrees to reside in this Premises and agrees that this Premises shall be Tenant's and his/her family's only place of residence. Any encumbrance, assignment, transfer, or subletting, whether voluntary or involuntary (by operation of law or otherwise) shall be void.

22. Abandonment by Tenant. Tenant shall be deemed to have abandoned the Premises if Tenant is absent from the Premises, without advance written notice to Landlord, for a period of seven (7) or more consecutive days.

23. Condition of Premises. Landlord will deliver the Premises to Tenant as of the Effective Date in compliance with the obligations the Landlord hereunder. Landlord will maintain the Premises in the manner required by Law, other than as may be required in this Lease to be the obligation or responsibility of Tenant. Tenant represents that Tenant has inspected the Premises. Based on Tenant's personal inspection of the Premises, Tenant has determined that, as of the Effective Date, the Premises are in a safe, sanitary and decent condition, and that Tenant is satisfied with the physical and other condition of the Premises in that and in all other respects. Tenant taking possession of the Premises is conclusive evidence of Tenant's receipt of the Premises in such condition and otherwise is in good order and repair. Without prejudice to any other provision in this Lease, Tenant expressly acknowledges and agrees that Landlord will not be required to repaint, re-plaster, or otherwise perform any other work, labor, or service other than as expressly stated in writing on the Inspection Report, attached hereto as "Attachment No. 2 – Unit Inspection Report". Tenant acknowledges that no representations or warranties have been made by Landlord or its agents with respect to the Premises or any other matter related to this Lease or Tenant's occupancy of the Premises except as specifically set forth in this Lease. Subject to Attachment No. 2 – Unit Inspection Report, Tenant agrees that Tenant accepts the Premises "AS IS".

24. Renewal and Termination. Unless the Lease is terminated or modified as provided in this section 24, the Term shall be automatically renewed for successive terms (such renewal term also then being the Term) of one month each at the aforesaid Rent (subject to adjustment as herein provided).

a. Tenant may terminate this Lease at the end of the Term or any renewal Term by giving 30 days written notice in advance to Landlord. Whenever Landlord has been in material noncompliance with this Agreement, Tenant may in accordance with Nebraska law terminate this Agreement by so advising Landlord in writing.

b. Landlord's right to terminate this Lease is governed by the regulation at 24 CFR 982.310, which provides that Landlord may terminate this Agreement only under the following circumstances:

1. Landlord may terminate, effective at the end of the Term or any renewal Term, by giving Tenant notification in the manner prescribed in paragraph (g) below that the applicable Term is not renewed and this Lease is terminated.
2. Landlord may also terminate for any Default effective as of the date specified therefor in the notice of termination, but in no case earlier than 30 days after receipt by Tenant of such notice. Where the termination notice is based on a Default, the date of time of service the notice of termination shall be in accordance with the previous sentence or State law, whichever is later.
3. Notwithstanding subparagraph (2), whenever Tenant has been in material noncompliance with this Agreement, Landlord may, in accordance with State law and the HUD Regulation, terminate this Lease by notifying Tenant in the manner prescribed in paragraph (g) below.

c. If Tenant does not vacate the Premises on the effective date of the termination of this Agreement, Landlord may pursue all judicial remedies under State or local law for the eviction of Tenant, and in accordance with the requirements in the HUD Regulation. Landlord may use all means legally available to re-enter and remove all persons and property from the Premises. No such re-entry or taking possession of the Premises shall be construed as an election by Landlord to terminate this Lease unless written notice of such intention is given by Landlord to Tenant. Landlord may pursue a claim for damages against Tenant as allowed by state and federal law.

d. The term "material noncompliance with this Lease" shall, in the case of Tenant, include (1) one or more substantial violations of this Lease, (2) repeated minor violations of this Lease which disrupt the livability of the Project, adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment of the his or her own premises and related Project facilities, interfere with the management of the Project or have an adverse financial effect on the Project, or (3) failure of Tenant to timely supply all required information on the income and composition, or eligibility factors of Tenant household (including failure to meet the disclosure

and verification requirements for Social Security Numbers, as provided by 24 CFR Part 5, or knowingly providing incomplete or inaccurate information). Nonpayment of Rent or any other payment or financial obligation under this Lease (including any portion thereof) beyond any grace period permitted under State law shall constitute a substantial violation. The payment of Rent or any other payment or financial obligation under this Lease after the due date but within any grace period permitted under State law shall constitute a minor violation.

e. The conduct of Tenant cannot be deemed other good cause unless Landlord has given Tenant prior notice in writing or pursuant to this Lease that said conduct shall henceforth constitute a basis for termination of this Lease. Said notice shall be served on Tenant in the manner prescribed in paragraph (g) below.

f. Landlord's determination to terminate this Lease shall be in writing and shall (1) state that the Agreement is terminated on a date specified therein, (2) unless such termination is made pursuant to Paragraph 24(b)(1), state the reasons for Landlord's action with enough specificity so as to enable Tenant to prepare a defense, (3) advise Tenant that if he or she remains in the Premises on the date specified for termination, Landlord may seek to enforce the termination only by bringing a judicial action at which time Tenant may present a defense, and (4) be served on Tenant in the manner prescribed by paragraph (g) below.

g. Landlord's termination notice shall be accomplished by (1) sending a letter by first class mail, properly stamped and addressed, to Tenant at his/her address at the Premises, with a proper return address, and (2) serving a copy of said notice on any adult person answering the door at the Premises, or if no adult responds, by placing the notice under or through the door, if possible, or else by affixing the notice to the door of the Premises. Service shall not be deemed effective until both notices provided for herein have been accomplished. The date on which the notice shall be deemed to be received by Tenant shall be the date on which the first class letter provided for in clause (1) herein is mailed, or the date on which the notice provided for in clause (2) is properly given, whichever is later.

h. Landlord may, with the prior approval of HUD, modify the terms and conditions of the Lease, effective at the end of the initial Term or a renewal Term, by serving an appropriate notice on Tenant, together with the tender of a revised Lease or an addendum revising the existing Lease. Any increase in Rent shall in all cases be governed by the federal Laws and other applicable HUD regulations. This notice and tender shall be served on Tenant in the manner prescribed in paragraph (g) and must be received by Tenant at least 30 days prior to the last date on which Tenant has the right to terminate the tenancy without being bound by the revised terms and conditions. Tenant may accept it by executing the tendered revised Lease or addendum, or may reject it by giving Landlord written notice at least 30 days prior to its effective date that he/she intends to terminate tenancy. Tenant's termination notice shall be accomplished by sending a letter by first class mail, properly stamped and addressed to Landlord at his/her address.

i. Notwithstanding the provisions of Section 24(d) and (e), Landlord also may terminate this Lease for the following reasons:

1. drug related criminal activity engaged in on or near the Premises, by any Tenant, household member, or guest, and any such activity engaged in on the Premises by any other person under Tenant's control;
2. determination made by Landlord that a household member is illegally using a drug;
3. determination made by Landlord that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the Premises by other residents;
4. criminal activity by Tenant, any member of Tenant's household, a guest or another person under Tenant's control:
 - i. that threatens the health, safety, or right to peaceful enjoyment of the Premises by other residents (including property management staff residing on the Premises);
 - ii. that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the Premises; or
 - iii. that is any violent criminal activity on or near the Premises.
5. if Tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees; or
6. if Tenant is violating a condition of probation or parole under any applicable Law;
7. determination made by Landlord that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the Premises by other residents;
8. if Landlord determines that Tenant, any member of Tenant's household, a guest or another person under Tenant's control has engaged in criminal activity, regardless of whether Tenant, any member of Tenant's household, a guest or another person under Tenant's control has been arrested or convicted for such activity.
9. Tenant agrees that the family income, family composition and other eligibility requirements shall be deemed substantial and material obligations of his/her tenancy with respect to the amount of rental he/she will be obligated to pay and his/her right of occupancy, and that a recertification of income shall be made to Landlord annually from the date of this Lease in accordance with HUD regulations and requirements.

10. If Landlord determines that Tenant, any member of Tenant's household, a guest or another person under Tenant's control 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.

25. Notices. All notices and service of process required or permitted to be given under this Lease shall be in writing and shall be deemed duly served and given when personally delivered to the other Party, or, in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to Tenant or Landlord at the address set forth below in this Paragraph 25. Either Party may change its respective address for this purpose by giving written notice of such change to the other Party in the manner provided in this Paragraph 25.

If to Landlord: _____

If to Tenant: address of the above described Premises unless otherwise as provided in writing below

26. Death of Tenant. Pursuant to the Nebraska Landlord Tenant Act, a tenant may provide and routinely update the name and contact information of a person who is authorized by a tenant to enter the Premises to retrieve and store a tenant's personal property if a tenant dies. As of the Effective Date, Tenant authorizes the following individual to retrieve and store Tenant's personal property if Tenant dies:

Name: _____ Phone: _____
Address: _____ Email: _____

Any changes to the information provided in this Paragraph 26 must be made in writing and delivered to Landlord.

27. Binding Effect; No Assignment. This Lease shall be binding upon and inure to the benefit of both parties and their respective heirs, executors, administrators, successors and assigns. Nothing in this Lease shall be construed as Landlord's consent to any assignment of this Lease or any interest in the Lease or the Premises by Tenant.

28. Co-Tenancy. If more than one person executes this Lease as Tenant, then any reference in this Lease to Tenant shall mean and refer to both persons so executing in such capacity. In such event, all obligations of the Tenant under this Lease are joint and several, and any act or notice of or to, or refund to, or the signature of any one or more of them in relation to the termination of this Lease, or under or with respect to any of the terms hereof, or any default hereunder shall be fully binding upon each and all of the persons executing this Lease as Tenant.

29. Nondiscrimination. Landlord shall not discriminate against Tenant in the provision of services or in any other manner on the grounds of race, color, creed, religion, sex, familial status, national origin, or disability.

30. Termination of Section 8 Housing Assistance. The Lease agreement will terminate automatically, if the Section 8 Housing Assistance contract terminates for any reason.

31. Time of Essence. Time is of the essence in all matters related to this Lease.

32. Non-Waiver. The failure of Landlord to insist upon strict performance of any of the terms, conditions, and agreements of this Lease shall not be deemed a waiver of any of Landlord's rights or remedies hereunder, and any waiver by Landlord of any Default or breach of any provision of this Lease shall not constitute a continuing waiver or a waiver of any subsequent Default or breach by Tenant of either the same or any other provision hereof. The doing of anything by Landlord which Landlord is not obligated to do hereunder shall not impose any future obligations on Landlord or otherwise amend any provisions of this Lease.

33. Headings. Headings in this Lease are for convenience only and shall not be used to interpret or construe its provisions.

34. Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Nebraska.

35. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

36. Entire Agreement. This Lease contains the entire agreement between the Parties and may be amended only by subsequent written agreement duly executed by both Parties. If Landlord and tenant agree to any changes, such changes must be in writing, and Landlord must immediately provide a copy of such changes to the Housing Foundation for Sarpy County and Bellevue Housing Authority.

37. Interpretation. Notwithstanding the fact that this Lease has been prepared by one of the Parties, the Parties confirm that they and their respective counsel (if any) have reviewed, negotiated, and adopted this Lease as the joint agreement and understanding of the Parties. This Lease is to be construed as a whole and any presumption that ambiguities are to be resolved against the primary drafting Party shall not apply.

38. Severable. In the event any provision of this Lease is deemed unenforceable by any court of proper jurisdiction, all remaining provisions shall continue to be in full force and effect.

39. Attachments to Lease. Tenant certifies that he/she has received a copy of the Agreement and the following attachments to the Agreement and understands that these attachments are part of the Agreement.

- a. Attachment No. 1 – Owner’s Certification of Compliance with HUD’s Tenant Eligibility and Rent Procedures, form HUD-50059.
- b. Attachment No. 2 – Unit Inspection Report.
- c. Attachment No. 3 – Tenancy Addendum. To the extent that any provisions contained in the Tenancy Addendum and this Lease conflict, the provisions in the Tenancy Addendum shall govern and prevail.
- d. Attachment No. 4 – Reserved
- e. Attachment No. 5 – Pet Rules. If you choose to have a pet, the pet must be compliant with the pet policy prior to bringing a pet into the home. Please contact the office for full policy.

IN WITNESS WHEREOF, the Parties have duly executed this Lease as of the Effective Date.

LANDLORD
 Housing Foundation for Sarpy County, a private
 not for profit entity:

Date:_____

TENANT:

 Printed Name: _____

Date:_____

TENANT:

 Printed Name: _____

Date:_____

Attachment No. 2 – Unit Inspection Report

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

Landlord

Tenant