

***ATHA
LOW-RENT
LEASE AGREEMENT***

TABLE OF CONTENTS

I	PREMISES	5
II	USE OF PREMISES	5
	Alcohol abuse.....	6
III	TERM	6
IV	RULES OF CONDUCT	6
	Initial Rent	7
	Security/Cleaning Deposit	7
	Late Charges	8
	Returned Checks	8
	Key Deposit	8
VI	UTILITIES.....	8
VII	OCCUPANCY	8
	Persons listed below will be permitted to occupy.....	8
	Exclusive Use and Occupancy.....	9
VII	INCOME ELIGIBILITY AND CERTIFICATION	9
	Income and Program Eligible	9
	Documentation Requirements.....	9
	Failure to Provide Accurate Information	9
VIII	REDETERMINATION OF INCOME AND OTHER ELIGIBILITY REQUIREMENTS	10
IX	RENT & SIZE ADJUSTMENTS	11
	Notice of Rent Adjustment	11
X	CONDITION OF PREMISES	11
XI	MAINTENANCE AND REPAIR	12
XII	HOUSEKEEPING STANDARDS	12
	ATHA Responsibility	12
	Lessee Responsibility.....	13
	Housekeeping Standards: Inside the Unit.....	13
	General.....	13

	Kitchen.....	13
	Bathroom.....	13
	Storage Areas.....	13
	Housekeeping Standards: Outside the Unit	14
XIII	ALTERATIONS AND IMPROVEMENTS.....	14
XIV	RIGHT OF INSPECTION.....	14
XV	EDUCATION/COUNSELING.....	15
	Housing Education/ Counseling General Requirements.....	15
	One-on-One Counseling Requirements	15
XVI	ANIMALS	15
XVII	VEHICLES, VEHICLE PARTS &DEBRIS	15
XVIII	ATHA POLICIES.....	15
XIX	RISK OF LOSS/INSURANCE.....	16
XX	QUIET ENJOYMENT.....	16
XXI	FIRE.....	16
XXII	ASSIGNMENT AND SUBLETTING	16
XXIII	OBLIGATIONS OF THE LESSEE.....	16
XXIV	DEFAULT	18
XXV	ABANDONMENT OF PERSONAL PROPERTY	18
XXVI	NOTICES.....	18
XXVII	WAIVERS	19
XXVIII	ATTORNEY FEE & COSTS	19
IXXX	LESSEE'S PROPERTY	19
XXX	MODIFICATION	19
XXXI	NUMBER AND GENDER.....	20

XXXII	GOVERNING LAW.....	20
XXXIII	SEVERABILITY	20

**ATHA LOW RENT PROGRAM
LEASE AGREEMENT**

WITNESSETH:

The Any Tribal Housing Authority, organized and existing under the laws of the Any Tribe, hereafter referred to as the Lessor or ATHA, relying upon the representations made to it by the Lessee as to his household composition, employment and income of head of household and members of the household does hereinafter enter into this Lease for the below referenced dwelling upon the following terms and conditions:

I. PREMISES

The Lessor hereby leases unto the Lessee, **Tenant's Name**, the premises at, **Tenant's Address, Any Place**, more particularly described as **Project** _____, Unit Number _____.

II. USE OF PREMISES

A. The premises shall be used as **Lessee principal residence** and occupied by Lessee exclusively as a private single family residence. Neither the premises, nor any part of the premises, shall be used at any time during the term of this Lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence without prior written approval of the ATHA.

B. Should Lessee, any member of Lessee's household, or Lessee's guests, engage in any criminal activity or alcohol abuse that threatens the health, safety, or right of peaceful enjoyment of the premises by other tenants, employees of Lessor, persons residing in the immediate vicinity of premises, or engage in drug related criminal activity occurring on or off the premises, this lease will be subject to immediate termination. The Lessee, any member of the Lessee household, a guest, or another person under the Lessee control shall not engage in:

1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the ATHA's housing dwelling units by other residents or employees of the ATHA.
2. Any drug-related criminal activity on or off the premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this Lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance as defined in Section 102 of the Controlled Substances Act.)

For purposes of this section, criminal activity that threatens the health, safety, or right to peaceful enjoyment of the ATHA's housing premises by other residents or their

guests shall include, but not be limited to any of the following serious misconduct on, in, adjacent to, or in reasonable proximity so as to place occupants in fear of the leased premises or projects:

- Physical assault or the threat of physical assault to any person whatsoever;
 - Use of a firearm or other weapon or the threat to use a firearm or other weapon;
 - Illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance;
 - Sexual molestation, debauchery of a minor, prostitution and other similar or related serious misconduct
 - Providing alcohol to minors.
3. Alcohol abuse that the ATHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Any violation of this lease agreement which involves criminal activity (items (1), (2), and (3) above) shall be cause for termination of this Lease Agreement and for eviction from the leased dwelling unit. Neither an arrest or conviction need be proved to obtain Lessee's eviction for a violation of this policy.

III. TERM

The term of this Lease shall be month to month. Either party may terminate this lease upon written notice to the other of termination at least 30 days prior to the end of the month.

IV. RULES OF CONDUCT

The Lessee agrees:

- A. To refrain from, and to cause his household and guests to refrain from, destroying, defacing, damaging, or removing any part of the home or grounds.
- B. To conduct himself and cause other persons who are on the premises with his consent to conduct themselves in a manner which will not disturb his neighbors peaceful enjoyment of their accommodations and will be conducive to maintaining the neighborhood in a decent, safe and sanitary condition.

V. PAYMENTS DUE UNDER THE LEASE

The amount of rent is subject to change during the term of the Lease as determined by ATHA. The Lessee will be provided with 30 days written notice prior to the effective date of any rent increase

- A. The initial rent for the premises is \$ **TBD** per month to be paid by or on behalf of the

Lessee to the ATHA Low Rent Program at the following address: ATHA Low Rent Program, PO Box 267, 1005 8th Street, Any City, Any Place 83851. Rent shall be paid in advance on or before the first day of each month.

Payments made as rent will be applied at ATHA Discretion to any outstanding balances which may include rent, utilities, maintenance, or any other balances owed. **The ATHA retains the right to accept partial payments after a delinquency notice or termination notice has been issued. ATHA's acceptance of any such partial payments does not constitute a waiver of ATHA's rights under any such notice.**

B. Security/Cleaning Deposit: Lessee agrees to pay a security/cleaning deposit in the total amount of **\$150.00** for seniors in the Seniors Complex apartments.

Upon termination of this Lease, release of said deposit is subject to the following terms and conditions:

1. A written thirty (30) day notice to vacate.
2. At the time of termination there is no damage to the property beyond ordinary wear and tear, and the property is in the same condition of cleanliness;
3. The inspection form, made a part of this agreement, will be used to determine the condition and cleanliness of the premises at the beginning and termination of the tenancy;
4. There are no unpaid late charges, delinquent rents, or any other unpaid charges;
5. All keys must be returned, as charges will continue until the ATHA has possession. In the event keys are not returned, written notice must be submitted explaining that the keys are lost and that the premises will be vacant as of a specific date.
6. All debris, rubbish and discards are placed in proper disposal containers;
7. Forwarding address left with Lessor;
8. The deposit or remainder, if any, after any required cleaning and repair, will be refunded within ninety (90) days, contingent upon no unforeseen circumstances, by check made payable to each person signing this agreement, and mailed to the forwarding address.

C. A schedule of typical charges to Residents for maintenance and repair beyond normal wear and tear shall be posted in the ATHA office and incorporated into this lease agreement by reference. Charges are due and payable on the date stated in the notice in which the charge is made, but not later than thirty (30) days after mailing of the notice. All charges other than rent will be added to the monthly rental payment. Failure to repay all amounts owed is grounds for termination.

D. Late Charges: If the required rental payment and any other charges to the account are not received by close of business on the **10th** day of the month, ATHA staff will issue a Delinquency Notice, sent by regular mail, and a **\$15** fee will be added to the amount due. Continued delinquencies will be assessed charges in accordance with the ATHA Collection and Eviction Policy.

E. Returned Checks: Any returned check will result in a service charge of \$25.00 being added to the Lessee rental account. The ATHA reserves the right to refuse to accept further personal checks from the Resident after one personal check has been returned as a result of insufficient funds.

F. Key Deposit: Resident agrees to pay a \$10.00 nonrefundable key deposit for each key, to be paid upon signing the ATHA Lease. Additional keys may be purchased at the ATHA office for a nonrefundable fee of \$10.00 per key.

G. Upon termination, any fees or deposits collected by the ATHA will be applied first to any outstanding balances owed by the Lessee.

VI. UTILITIES

A. Lessee shall be responsible for arranging and paying for all utility services required on the premises, including water, sewer, solid waste assessment, and propane gas and electric charges. Promptly upon execution of this lease, Lessee shall furnish to the Lessor evidence that all arrangements with the proper utility companies for inception of service in Lessee name have been completed.

B. Failure on the part of the Lessee to provide all the necessary utility services, including payment for utilities or deposits for utility services, during any part of the term of this Lease is grounds for termination of the Lease.

VIII. OCCUPANCY

A. Lessee agrees that only the following persons listed below will be permitted to occupy the unit. Management must be immediately notified if changes to the household should occur. Occupancy by any persons is subject to the eligibility requirements of the ATHA Low Rent Program, including drug testing. Eligibility **MUST** be certified **PRIOR** to any additional persons taking occupancy.

Resident agrees that the persons identified below are the only persons who will reside at the leased premises:

Family Member Name	Relation	Social Security #	Date of Birth
Last Name, First Name	Head		

B. The Lessee shall have the right to exclusive use and occupancy of the leased premises. Guests or visitors of the Lessee may be accommodated no longer than a period of **two (2)** weeks. A guest means a person in the unit with the consent of the Lessee. If any visit will extend beyond one week, the Lessee must notify the ATHA, stating the reasons for the extended visit, which must be authorized in writing by the ATHA. Failing to notify ATHA is a serious violation and constitutes cause for immediate termination.

IX. INCOME ELIGIBILITY AND CERTIFICATION

Only low income families are eligible for entry into the ATHA Low Rent Program. Low income families can not exceed 80% of median income in accordance with the HUD national **median** income guidelines **as amended annually by HUD**.

Families who are moderate and above income either during their tenancy or at the time of application are not eligible for the same benefits as low income families and must have their rental payment recalculated in accordance with the ATHA policy for non-low income families. Monthly lease payments will be calculated as follows:

- A. Families who are moderate income will be charged the Fair Market Rent published by HUD in the Federal Register.
- B. Families who are above moderate income will be charged the Fair Market Rent established by the ATHA.

All families must comply with the following:

- A. Lessee has been certified as being income and program eligible for the ATHA Low Rent Program and has signed an Income Certification Form attesting to his/her income eligibility.
- B. The Lessee agrees to provide any documentation required by the ATHA to verify annual income and other eligibility requirements.
- C. The Lessee's failure to provide accurate information, intentionally or unintentionally,

regarding income and eligibility requirements or refusal to comply with a request for information within the time allowed shall be deemed a violation of substantial obligation of his or her tenancy and constitute cause for immediate termination.

X. REDETERMINATION OF INCOME AND OTHER ELIGIBILITY REQUIREMENTS

A. At least once each year the ATHA will request in writing that the Resident furnish required information at a designated location in person in order for the ATHA to reexamine the income and program eligibility of the Resident's family.

B. Lessee agrees to furnish Lessor, once each year or more often as requested by Lessor, accurate documentation as required by the ATHA concerning income, employment, assets, and family composition for use by Lessor in determining whether and to what extent rent should be adjusted and whether Lessee continues income and program eligibility for the ATHA Low Rent Program. A failure to meet with ATHA staff or to provide accurate and complete information within **fourteen (14) days** of the request is grounds for termination of this Lease Agreement, **and rent will automatically be adjusted to reflect either the federal Fair Market Rent for the area as published in the FEDERAL REGISTER** for moderate income families or the Fair Market Rent as established by the ATHA for above income families or the ATHA ceiling rent for low-income families.

C. Lessee may request an adjustment in rent based on a change in income.

D. Lessee agrees to cooperate with the ATHA staff in documenting their eligibility. If changes to the household status occur at any time, Lessee agrees to immediately notify ATHA staff. This includes, but is not limited to, changes in:

1. household members/occupants, extended guests,
2. income or assets,
3. full-time student status,
4. need for a live-in care attendant.

Failure of the Lessee to immediately report all material changes in income, employment, assets, and family composition shall constitute grounds for termination of this agreement.

E. Upon request, Resident agrees to complete the certification process. This includes an interview with management to determine continued Program eligibility, verification of all income, asset and other eligibility information and signing a new Income Certification Form. Resident is responsible for providing all information requested that ATHA deems necessary to determine income and program eligibility. Occupancy is subject to continuing eligibility under the ATHA Low Rent Program requirements.

F. Lessee shall report all material changes in income, employment, assets, and family composition within thirty (30) days of such change and such failure to so report shall constitute

grounds for termination of this agreement.

G. If it is found that Lessee now or hereafter misrepresents, **intentionally or unintentionally**, to Lessor his income, employment, assets, or family composition, then such misrepresentation shall constitute grounds for termination of the lease agreement

XI. RENT SIZE & ADJUSTMENTS

A. In the event of any rent adjustment, Lessor will provide a Notice of Rent Adjustment to Lessee.

B. If a change in income reported prior to the 15th of the month results in a decrease in rent, the new rent will become effective the first of the month in which it was reported.

C. If a change in income reported after the 15th of the month results in a decrease in rent, the new rent will become effective the first of the subsequent month.

D. If a change in income results in an increase in rent, the new rent will become effective on the first day of the 2nd month following the change in income.

E. If it is found that Lessee now or hereafter **INTENTIONALLY OR UNINTENTIONALLY** misrepresented to Lessor his income, employment, assets, or family composition, then in the event of an increase the rent will be adjusted retroactive to the date of the prior determination and is grounds for termination of this agreement. In the event of a decrease, the rent will be adjusted to the date in which it is reported.

F. Should Lessor determine that the size of premises is insufficient for or exceeds Lessee family composition in accordance with the Occupancy Standards adopted by the ATHA, Lessor shall notify Lessee that this agreement will be terminated when an appropriate size unit is or becomes available.

XII. CONDITION OF PREMISES

Lessee stipulates that he has examined the premises, including the grounds, buildings, improvements and appliances, and that they are, at the time of this Lease, in good order, good repair, safe, clean and tenable condition and accepted the same **AS IS, AND WITH ALL FAULTS**. The Move-In Inspection form, made a part of this agreement by reference, will be used to determine the condition and cleanliness of the premises at the beginning and termination of tenancy.

XIII. MAINTENANCE AND REPAIR

A. Lessee will, at his sole expense, keep and maintain the leased premises, including the grounds, storage units, improvements and appliances in good order, good repair, safe and clean

and sanitary.

B. Lessor shall make all necessary repairs, alterations and improvements to the dwelling with reasonable promptness at its own cost and expense, except for any repair due to Lessee's misuse, waste, or neglect, or that of Lessee's employee, family, agent, or visitor, which shall be billed to Lessee by an itemized statement. Charges are due and payable on the date stated in the notice in which the charge is made, but not later than 30 days after delivery of the notice.

Such charges will be billed by the Lessor as additional rent.

C. Lessee shall notify Lessor promptly of all known need for repairs and of any known unsafe conditions in the common areas and grounds of the project, which may either lead to damage or to injury.

D. Such damage, due to Lessee's misuse, waste, or neglect, or that of Lessee's service contractor, family, agent, or visitor is grounds for termination of this agreement.

E. Lessee shall notify Lessor promptly of any condition requiring repair. If the Lessee fails to notify the ATHA in an expeditious manner, the ATHA shall have the work done, and charge the cost thereof to the Lessee.

F. Any work performed by the ATHA shall be documented by a work order stating the nature of and charge for the work.

XIV. HOUSEKEEPING STANDARDS

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

A. ATHA Responsibility: The standards that follow will be applied fairly and uniformly to all residents. The ATHA will inspect each unit **at least annually**, to determine compliance with the standards. Upon completion of an inspection, the ATHA will notify the Lessee in writing if he/she fails to comply with the standards. The ATHA will advise the Lessee of the specific correction(s) **the ATHA will perform and those that the Lessee will be required to perform** to establish compliance, and indicate whether or not mandatory counseling is required. Within a reasonable period of time, the ATHA will schedule a second inspection. Failure to comply with (3) three requests for unit inspection within 30 days will constitute a violation of the Lease terms and is grounds for termination of the Lease and may result in eviction. Training will be available at no cost to the Lessee requesting or needing assistance in complying with the Housekeeping Standards.

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

B. Housekeeping Standards: Inside the Unit

General-

- Walls should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- Floors should be clean, clear, dry and free of hazards
- Carpets should be cleaned by regular vacuuming and shampooing
- Ceilings should be clean and free of cobwebs.
- Windows should be clean and not nailed shut with shades or blinds intact.
- Woodwork should be clean, free of dust, gouges, or scratches.
- Doors should be clean, free of grease and fingerprints, with functional locks.
- Heating units should be dusted and access uncluttered.
- Trash shall be disposed of properly and not left in the unit.
- Entire unit should be free of rodent or insect infestation.

Kitchen-

- Stove should be clean and free of food and grease.
- Refrigerator should be clean. Freezer door should close properly and gaskets should be clean.
- Cabinets should be clean and neat. Cabinet surfaces and counter top should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- Exhaust fan filters should be free of grease and dust.
- Sink should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- Food storage areas should be neat and clean without spilled food.
- Trash/garbage should be stored in a covered container until removed to the disposal area.

Bathroom-

- Toilet and tank should be clean and odor free. Condensation should be wiped regularly.
- Tub and shower should be clean and free of excessive mold and mildew. Where applicable, shower curtains should be in place, and of adequate length.
- Sink should be clean.
- Vanities should be kept clean and free of water leakage.
- Exhaust fan should be free of dust.
- Floor should be clean and dry.

Storage Areas-

- Linen closet should be neat and clean.
- Other closets should be neat and clean.
- No highly flammable materials should be stored in the unit.
- Other storage areas should be clean, neat and free of hazards.

D. Housekeeping Standards: Outside the Unit

The following standards apply to family and scattered site development only; some standards apply only when the area noted is for the exclusive use of the Lessee:

- Yards are to be free of debris, trash, and inoperable vehicle and vehicle parts. Exterior walls should be free of graffiti.
- Porches (front and rear) should be clean and free of hazards. No items are to be stored on the porch. Porch furnishings shall not impede access to the unit.
- Steps (front and rear) should be clean and free of hazards.
- Sidewalks should be clean and free of hazards.
- Storm doors should be clean, with glass or screens intact.
- Hallways should be clean and free of hazards.
- Yards are to be maintained at the Lessee's expense; including lawn mowing.
- Laundry areas should be clean and neat. Remove lint from dryers after use.
- Utility room should be free of debris, motor vehicle parts, and flammable materials.

XV. ALTERATIONS AND IMPROVEMENTS

- A. Lessee shall make no alterations to the buildings on the premises, or construct any building or make other improvements on the premises, including painting of the interior or exterior, without the prior, express and written consent of Lessor.
- B. All alterations, changes, and improvements built, constructed or placed on the premises by Lessee, with the exception of fixtures removable without damage to the premises, and removable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the premises at the termination of this Lease.

XVI. RIGHT TO INSPECTION

- A. Lessor's agents shall have the right at all reasonable times during the term of this lease to enter the premises without notice for the purposes of inspecting the premises and all buildings and improvements thereon to verify that Lessee is meeting his maintenance and housekeeping, to provide maintenance and housekeeping counseling, and to ensure program compliance. In the event that the Lessor accesses the Lessee's premises without prior notice, Lessor will promptly notify Lessee in writing of the date, time and purpose of such entry.
- B. Lessee's refusal to allow Lessor to enter the premises and all buildings as herein set forth is grounds for termination of this agreement.

XVII. EDUCATION/COUNSELING

As a condition of continued participation in the ATHA housing programs, Lessee will attend and satisfactorily complete Housing Education / Counseling provided by ATHA in accordance with the ATHA Housing Counseling Policy.

If Lessor deems it advisable or necessary, Lessee will attend as many one-on-one Housing Education/Counseling sessions as ATHA requires to meet the requirements with respect to property maintenance, housekeeping standards, financial management, and such other matters as may be appropriate.

Failure to comply with the Housing Education/Counseling requirements is grounds for termination.

XVIII. ANIMALS

Lessee shall keep no domestic or other animals on or about the leased premises without the prior, express and written consent of Lessor. Lessor reserves the right to remove unapproved, vicious, unattended, or unrestrained animals at Lessee's expense.

XIX. VEHICLES, VEHICLE PARTS & DEBRIS

Lessee agrees to park only in carports, garages, and on driveways and parking pads. Parking on the grass is prohibited. Vehicle registration is required for all vehicles owned by the Lessee. Unauthorized vehicles or vehicles which are in disrepair which have remained marked for any prolonged period will be tagged for removal with seven days' notice. Towing will be at Lessee's expense.

Lessee also agrees not to keep damaged or otherwise unusable, vehicle parts, appliances, furniture, animals, or animals parts, or other debris, on the premises. Any such items may be removed by Lessor at Lessee's expense.

XX. ATHA POLICIES

The Lessee is subject to the policies of the ATHA Low Rent Program as they now exist or as they may hereafter be amended. Violation of the same is grounds for termination of this agreement.

XXI. RISK OF LOSS/INSURANCE

Lessor shall provide fire and other peril insurance on the premises, however, Lessor shall not be responsible for the loss of Lessee's property by fire, theft or any other reason. **IT SHALL BE THE SOLE RESPONSIBILITY OF LESSEE TO OBTAIN FIRE AND other peril**

INSURANCE COVERING THEIR PERSONAL PROPERTY. In the event of any loss, the Lessee shall pay the insurance deductible. In the event of any theft resulting in damage to the premises, the Lessee shall file a police report and shall pay for all damages.

XXII. QUIET ENJOYMENT

Lessor covenants that on paying the rent and performing the covenants contained in this Lease Agreement, Lessee shall peacefully and quietly have, hold, and enjoy the premises for the agreed term, except for serious or repeated violation of the terms of this lease or applicable Federal, Tribal, State, or Local laws.

XXIII. FIRE

IT IS FURTHER AGREED that in the event said premises shall become untenable by reason of fire or other casualty, this Lease shall terminate and each party shall be relieved of all future liabilities hereunder.

XXIV. ASSIGNMENT AND SUBLETTING

Subletting and assignment of this lease are not permitted.

XXV. TRANSFERS

No transfers will be permitted unless construction rehabilitation plans necessitate such a move as determined by the ATHA.

XXVI. DEFAULT

A. In the event of the default of any material provision of this lease by the Lessees (and each covenant, provision, term and condition herein is considered a material provision and a consideration for the execution of this lease, and time is of the essence of each and every of the foregoing), the Lease, at the option of Lessor, shall terminate and be forfeited and Lessor shall be entitled to possession of the premises. Lessee shall be given thirty (30) days written notice of any default or breach, and shall have thirty (30) days from service of said notice within which to cure or correct said breach, except for a breach as described in Sections II and IV which can not be cured. If the default or breach (except for Sections II and IV) is not cured within thirty (30) days, Lessor may immediately terminate the Lease and bring an action for the Lessee's unlawful detainer and/or pursue any other remedy which may be available under the law or in equity.

B. With respect to any Notice hereunder Lessee is entitled prior to any court hearing or trial to examine any relevant documents, records, or regulations directly related to the termination or eviction.

XXVII. ABANDONMENT OF PERSONAL PROPERTY

Upon expiration of the term of this lease or earlier termination the ATHA may dispose of any item of personal property abandoned by the Lessee in any manner deemed suitable by the ATHA. Proceeds, if any, after such disposition, may be applied to the payment of amounts owed by Lessee to Lessor.

XXVIII. NOTICES

Any notices or demand to be given, served, or made shall be validly and sufficiently given, served, or made, if from the Lessor to the Lessee, if the same is deposited in the United States mail, by certified mail, return receipt, postage prepaid, addressed to the Lessee at: _____ **(Lessee's Mailing Address)**; and, if from the Lessee to the Lessor, if the same is deposited in the United States Mail, by certified mail, return receipt, postage prepaid, addressed to the Lessor at: **PO Box 267, 1005 8th Street, Any City, Any Place 83851**. The service of such notice shall be deemed complete by the said deposit thereof in the United States Mail as aforesaid. Either party may, by notice to the other in writing, designate a different place to which notices shall be sent.

XXIX. WAIVERS

No waiver by the Lessor of any term, covenant or, condition of this lease shall be construed as a continuing waiver thereof, nor a waiver of any other term, covenant, or condition of this lease. Each and every default on the part of the Lessee shall be considered a separate and a new breach of the lease, irrespective of whether or not other defaults exist at that time.

XXX. ATTORNEY FEE & COSTS

In the event of the necessity of legal process to enforce any covenant of this lease to be performed on the part of either Lessor or Lessee, the prevailing party in such suit shall be entitled to receive from the losing party a reasonable sum as attorney's fees in such action to enforce the covenants of this contract, and the Court in which judgment is rendered in suit or action shall fix the reasonable attorney's fees to be taxed as costs in such suit.

XXXI. LESSEE'S PROPERTY

Any property belonging to the Lessee and subject to removal by them shall be removed not later than the date of the termination of the Lease. A failure to so remove said property, or any part thereof, as aforesaid, shall forfeit the Lessee's right to remove the same, and such property so remaining, and the whole thereof, shall belong to and be retained by the Lessor.

XXXII. MODIFICATION

Modifications of this Lease must be accompanied by a written rider to the Lease executed by the ATHA and the Lessee, except for rent determinations, eligibility for ATHA Low Rent Program, appropriateness of dwelling size, schedules of special charges for services, repairs and utilities, and rules, regulations, and policies which are incorporated in the Lease by reference.

Matters incorporated in the Lease by reference shall be publicly posted in a conspicuous manner in the ATHA office and a copy shall be furnished to Lessee on request. If such schedules, rules and regulations are modified materially, the ATHA shall give at least 30-day written notice to each affected Lessee setting forth the proposed modification, the reasons therefore, and provide the Lessee an opportunity to present written comments which shall be considered by the ATHA prior to the effective date of the proposed modification.

XXXIII. NUMBER AND GENDER

Whenever used in this Lease Agreement, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

XXXIV. GOVERNING LAW

This agreement shall be interpreted and construed in accordance with and governed by the laws of the Any Tribe. The parties further agree that any action which may be brought as a result of this agreement shall **first** be in the Any Tribal Court.

XXXV. SEVERABILITY

If any portion of this agreement shall be found to be void or unenforceable, it shall in no way effect the validity and enforceability of any other provision hereof. If any portion of this Lease Agreement shall be found to be in conflict with any of the provisions of the ATHA policies as they now exist or as they may hereafter be revised or added to by the ATHA, the provisions of the ATHA policies shall prevail.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written, and by their signature below, the Lessee certifies that the terms of this Lease have been read and explained by the Lessor and are understood by the Lessee.

LESSEE _____ **DATE** _____

ATHA Counselor/Preparer _____ **DATE** _____

Executive Director, ATHA _____ **DATE** _____

ATTACHMENTS PROVIDED EXISTING RESIDENTS	LESSEE(S) SIGNATURE OF RECEIPT
Maintenance Policy	
Housing Counseling Policy	
Move-In Inspection Checklist	
Move-Out Preparation Checklist	
Drug Policy	
Copy of Lease Agreement	

ATTACHMENTS PROVIDED FOR NEW MOVE-INS	LESSEE(S) SIGNATURE OF RECEIPT
Maintenance Policy	
Housing Counseling Policy	
Move-In Inspection Checklist	
Move-Out Preparation Checklist	
Drug Policy	
Copy of Lease Agreement	