

PART 1 of the RESIDENTIAL LEASE AGREEMENT:

CONTENTS OF PART I OF LEASE BETWEEN THE TENANT AND THE HOUSING
AUTHORITY OF THE CITY OF BRIDGETON

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LEASE # _____ EFFECTIVE DATE _____
NAME _____ SOCIAL SECURITY # _____
ADDRESS _____ # _____ BEDROOMS; UNIT # _____

RULES, REGULATIONS, TERMS AND CONDITIONS

Housing Authority of the City of Bridgeton THIS LEASE AGREEMENT (called the "Lease", which includes Parts I and II) is between the Housing Authority of the City of Bridgeton, (called "PHA" or the "Authority") and Tenant named in Part II of this lease (called "Tenant").

I. DESCRIPTION OF THE PARTIES AND PREMISES: Part II of this lease identifies the premises leased and the parties to the lease.

(a) The PHA, using data provided by Tenant about income, household composition, and needs, leases to Tenant, the property (called "premises" or "dwelling unit") described in Part II of this Lease Agreement, subject to the terms and conditions contained in this lease.

(b) Premises must be used only as a private residence, solely for Tenant and the household members named on Part II of the Lease. The PHA may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities subject to the PHA's policy on such activities.

(c) Any additions to the household members named on the lease, including Live-in Aides and foster children, except for natural births, require the advance written approval of the Authority. Such approval will be granted only if the new household members pass the Authority's screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be reasonably refused. Tenant agrees to wait for the Authority's approval before allowing additional persons to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the lease, for which the Authority may terminate the lease in accordance with Section XVI.

(d) Deletions (for any reason) from the household members named on the lease shall be reported by Tenant to the PHA in writing, within 10 days of the occurrence.

II. LEASE TERM AND AMOUNT OF RENT

The rent amount is stated in Part II of this Lease, for any initial partial month and successive full months.

(a) This Lease is for a term of one (1) year. Unless otherwise modified or terminated in accordance with Section VII, this Lease shall be renewed, automatically, for successive terms of one (1) year; provided, however, that if the tenant's annual re-evaluation shall occur on a date later than the anniversary of the Lease, then the Lease shall continue in effect on a month-to-month basis until the tenant's re-evaluation has been completed. In

this event, the tenant's Lease shall then be renewed for a term of one (1) subsequent to the completion of the re-evaluation. Families who have chosen to pay a flat rent and are required to have their incomes verified only every three years will automatically have their leases renewed for a 12 month period at the end of each year, provided that they have complied with the community service requirements and associated provisions noted in Section XIV.

(b) Rent stated in Part II of this lease shall remain in effect unless adjusted by the BHA in accordance with Section VII herein.

(c) The amount of the Tenant Rent shall be determined by the PHA in compliance with HUD regulations and requirements and in accordance with the PHA's Admissions and Occupancy Policy.

(d) Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the fifth calendar day of the month. All payments received from the Tenant, no matter how designated by the Tenant, shall be applied by the Authority to the oldest charge due and owing upon the Tenant's account. This means that payments received from the Tenant may, depending upon the status of the Tenant's account, actually be applied to pay maintenance costs, excess utility charges, late charges, attorney's fees and/or court costs, as assessed to the Tenant's account under the provisions of Section III, below.

(e) When the PHA makes any change in the amount of Tenant Rent, the PHA shall give written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is applicable. Rent redetermination are subject to the Administrative Grievance Procedure. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by the PHA. If Tenant asks for an explanation, the PHA shall respond in a reasonable time.

III. OTHER CHARGES

In addition to rent, Tenant is responsible for the payment of certain other charges specified in this lease. The type(s) and amounts of other charges are specified in Part II of this Lease Agreement. Other charges can include:

(a) Maintenance Costs—All maintenance services resulting from normal wear and tear shall be provided by the Authority at no additional cost. The Tenant shall be responsible for costs incurred by the Authority for services or repairs resulting from intentional or negligent damage to the dwelling unit, common areas or grounds caused by the Tenant, a household member or a guest. When the Authority determines that necessary maintenance is not the result of normal wear and tear, then the Tenant will be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by the Authority or

(for work not listed on the Schedule of Maintenance Charges) based upon the actual cost to the Authority for the labor and material to complete the work. A failure to pay these costs, when due will be a grounds for the Tenant's eviction from the rental unit.

(b) Excess Utility Charges—) The Authority will not be liable for the failure to supply utility service for any cause whatsoever beyond its control. The Authority will provide a cooking range and refrigerator. At developments where utilities are provided by the Authority, a charge will be assessed to the Tenant for excess utility consumption due to the operation of a major Tenant-supplied appliance. Major electrical appliances may include, without limitation, air conditioners, freezers, extra refrigerators, washers and dryers. These major appliances may only be installed and operated upon the written approval of the Authority. A monthly service charge will be assessed to the Tenant for the electricity used in the operation of a major appliance. This service charge will be consistent with the Authority's Schedule of Charges, as available for the Tenant's inspection. Any charge assessed to the Tenant's account for the installation of an air conditioner shall be considered due and owing, in full, on September 30th of the year in which the assessment is made. Nevertheless, the Tenant shall be required to make payment of the air conditioning charge in interim installments owed prior to September 30th; the amount of these installments shall be established by the Authority when the air conditioner is reported and the charge posted to the Tenant's account. A failure to pay any excess utility charge, including any air conditioning charge, when due, will be a grounds for the Tenant's eviction from the rental unit;

(c) Late Charges - A charge of \$1.00 per day late for rent or other charges paid after the fifth calendar day of the month. A failure to pay these late charges, when due, will be a grounds for your eviction from the rental unit.

(d) Attorney's Fees and Related Costs—The Tenant shall be responsible for and agrees to pay all attorney's fees, court costs and other related expenses that may be incurred by the Authority in the enforcement of any of the agreements, covenants and obligations of this Lease. Attorney's fees and costs may be assessed to the Tenant's account whenever the Authority is required to send the Tenant a Notice of Lease Termination, a Notice to Cease or a Notice to Quit, as required under the relevant federal and state law. In addition, if the Authority is required to commence a legal action to recover possession of the rental unit (that is, an eviction action, also known as a summary dispossess action), then the Tenant will be charged all attorney's fees, court costs, witness fees and other expenses that may be incurred by the Authority in connection with this legal action. A failure to pay these attorney's fees, court costs and other expenses, when due, will be a grounds for the Tenant's eviction from the rental unit. Finally, if the Authority is required to commence an action to collect rent or other charges that remain due and owing (upon the Tenant's account) after the Tenant has vacated or has been removed from the rental unit, then the Tenant will be

responsible to pay all attorney's fees, court costs and other expenses incurred by the Authority in seeking the collection of this obligation.

The PHA shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. Charges in addition to rent are due no sooner than two weeks after Tenant receives the PHA's written notice of the charge.

IV. PAYMENT LOCATION

Rent and other charges can be paid at the Main Office located at 110 E. Commerce Street, or by mail to the Bridgeton Housing Authority Office at this address.

V. SECURITY DEPOSIT

(a) Tenant Responsibilities: Tenant agrees to pay an amount equal to the greater of \$100.00 or one month's rent. The dollar amount of the security deposit is noted on Part II of this Residential lease.

(b) The PHA's Responsibilities: The PHA will use the Security deposit at the termination of this Lease:

1. To pay the cost of any rent or any other charges owed by Tenant at the termination of this lease.

2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests.

The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until after Tenant has vacated, and the dwelling unit has been inspected by the Manager or designee on behalf of the PHA.

The return of a security deposit shall occur within 30 days after Tenant moves out. The PHA agrees to return the Security Deposit, if any, to tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes the PHA with a forwarding address. If any deductions are made, the PHA will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

VI. UTILITIES AND APPLIANCES

As part of the rent the Authority will supply water and sewer service.

(a) PHA Supplied Utilities: The PHA will supply the following indicated utilities as applicable:

electricity, natural gas, heating fuel

(b) The Authority will not be liable for the failure to supply utility service for any cause whatsoever beyond its control. The Authority will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of the Authority. A monthly service charge will be payable by tenant for the electricity used in the operation of such appliances, as shown on the Schedule posted in the Project Office. The charges for air conditioners shall be assessed pursuant to the Authority's schedule of BTUs per air conditioner.

(c) Tenant Responsibilities: Tenant agrees not to waste the utilities provided by the Authority and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. Tenant also agrees to abide by any local ordinance or House Rules restricting or prohibiting the use of space heaters in multi-dwelling units. Kerosene heaters are prohibited.

VII. TERMS AND CONDITIONS

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

(a) Use and Occupancy of Dwelling: Tenant shall have the right to exclusive use and occupancy of the dwelling unit for tenant and other household members listed on the lease. With the prior written consent of the PHA, members of the household may engage in legal profitmaking activities in the dwelling unit.

This provision permits reasonable accommodation of Tenant's guests or visitors for a period not exceeding fourteen (14) days each year. Permission may be granted, upon written request to the Authority for an extension of this provision.

(b) Ability to comply with Lease terms: If, during the term of this Lease, Tenant, by reason of physical or mental impairment is no longer able to comply with the material provisions of this lease, and cannot make arrangements for someone to aid him/her in complying with the lease, and the PHA can not make any reasonable accommodation that would enable Tenant to comply with the lease THEN; the PHA will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and terminate Tenant's lease. If there are no family members who can or will take responsibility for moving Tenant, the PHA will work with appropriate agencies to secure suitable housing and will terminate the Lease.

At the time of admission, all Tenants must identify the family member(s) to be contacted if they become unable to comply with lease terms.

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

1. The status of each household is to be re-examined at least once a year.
2. Tenant promises to supply the Authority, when requested, with accurate information about: household composition, age of household members, income and source of income of all household members, assets, and related information necessary to determine eligibility, annual income, adjusted income and rent.

Failure to supply such information when requested is a serious violation of the terms of the lease and the PHA may terminate the lease. All information must be verified. Tenant agrees to comply with Authority requests for verification by signing release for third-party sources, presenting documents for review, or providing other suitable forms of verification.

The PHA shall give Tenant reasonable notice of what actions Tenant must take, and of the date by which any such action must be taken for compliance under this section. This information will be used by the Authority to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs.

This determination will be made in accordance with the Admissions and Occupancy Policy, which is publicly posted in the Project office. A copy of the policies can be furnished on request at the expense of the person making the request.

3. Rent will not change during the periods between regular reexaminations, and EXCEPT for specific changes in family circumstances enumerated below, or a change in the rent schedule, the rent set at the time of admission or annual re-examination will remain in force until the next annual re-examination. Interim rent adjustments, if appropriate, will be made in the event of the occurrence of any of the following changes in family circumstances:

(1) Changes Affecting Lessee:

(a) Loss of Lessee through death, divorce, or other continuing circumstance, or addition of a family member who, in accordance with the continuing circumstance, or addition of a family member who, in accordance with the Local Authority policy, should become a lessee.

(2) Changes Affecting Principal Income Recipient:

(a) Loss or addition of a principal income recipient through marriage, divorce, death, or other extenuating circumstances;

(b) Retirement or re-employment;

(c) Unemployment for whatever reason (strike, layoff, sickness or disability) upon verification of unemployment benefits or other income.

(3) Changes Affecting Other Income Recipient:

(a) Entry into or discharge from military service;

(b) Employment;

No interim rent adjustment resulting in a decrease in rent will be made unless requested in writing together with a verifiable statement of the facts supporting the adjustment. If such request is made prior to the 15th of the month, the adjustment will be made effective, if made, the first of the following month. Interim adjustment will be made following the occurrence of the changes in family circumstances on which the adjustment is based.

4. All changes in household composition must be reported to the Housing Manager within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge.

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

(d) Rent Adjustments: Tenant will be notified in writing of any rent adjustment due to the situations described above. All notices will state the effective date of the rent adjustment.

1. In the case of rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances, provided Tenant reported the change in a timely manner, as specified above.

2. In the case of rent increase, when an increase in income occurs after a prior rent reduction and is reported within 10 days of the occurrence, the increase will become effective the first day of the 2nd month following the month in which the change was reported.

3. In the case of a rent increase due to misrepresentation, failure to report a change in household composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), the Authority shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

(e) Transfers

1. Tenant agrees that if the PHA determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, the PHA shall send Tenant written notice. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.

2. The PHA may move a Tenant into another unit if it is determined necessary to rehabilitate Tenant's unit.

3. If a Tenant makes a written request for special unit features in support of a documented disability or handicap, the PHA shall have the choice to modify Tenant's existing unit or transfer Tenant to another unit with the features requested.

4. A tenant without disabilities or handicaps who is housed in a unit with special features must transfer to a unit without such features should a Tenant with disabilities need the unit.

5. In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by the PHA. Tenant shall be given 15 days time in which to move following delivery of a transfer notice. If Tenant refuses to move, the Authority may terminate the Lease.

6. Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request Grievance has expired or the procedure has been completed.

7. The PHA will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admission and Occupancy Policies.

VIII. PHA OBLIGATIONS

The PHA shall be obligated:

(a) To maintain the dwelling unit and the project in decent, safe and sanitary condition;

(b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;

- (c) To make necessary repairs to the dwelling unit;
- (d) To keep project building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition;
- (e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied with the PHA;
- (f) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant household) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease;
- (g) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection;
- (h) To notify Tenant of the specific grounds for any adverse action by the PHA. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When the PHA is required to afford Tenant the opportunity for a hearing under the PHA grievance procedure for a grievance concerning a proposed adverse action:
 1. The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with federal applicable regulations shall constitute adequate notice of proposed adverse action.
 2. In the case of a proposed adverse action other than a proposed lease termination, the PHA shall not take the proposed action until time to request such a hearing has expired or (if hearing was timely requested) the grievance process has been completed.

IX. TENANT'S OBLIGATIONS

Tenant shall be obligated:

- (a) Not to assign the Lease, nor sublease the dwelling unit.

- (b). 1. Not to give accommodation to boarders or lodgers;
2. Not to give accommodation to long term guests (in excess of 14 days) without the advance written consent of the Authority.
- (c) To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in PART II of the Lease, and not to use or permit its use for any other purpose. This provision does not exclude the care of foster children or live-in care of a member of Tenant's household, provided the accommodation of such persons conforms to the Authority's occupancy standards, and so long as the PHA has granted prior written approval for the foster children), or live-in aide to reside in the unit.
- (d) To abide by necessary and reasonable regulations promulgated by the PHA for the benefit and well-being of the housing project and Tenants. These regulations are posted in a conspicuous manner in the project office incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease.
- (e) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household.
- (f) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from snow, ice, and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be made for Tenants who have no household members able to perform such tasks because of age or disability. In such cases Tenant is responsible for notifying the Authority of the need for such exemption and providing adequate verification of such need.
- (g) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by the Authority. To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas or galleries. And to comply with all laws and Authority policy and regulations for the proper disposal of recyclable materials into recycling trash containers provided by the Authority.
- (h) To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators.
- (i) To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or project.

(j) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by Tenant, household members or guests.

(k) To act, and cause household members or guests to act in a manner that will:

1. Not disturb other residents' peaceful enjoyment of their accommodations; and
2. Be conducive to maintaining all Authority projects in a decent, safe, and sanitary condition.

(l) To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:

1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the PHA's public housing premises by other residents or employees of the PHA, or;
2. Any drug-related criminal activity on or near such 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 manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, or a controlled substance as defined in Section 102 of the Controlled Substances Act.)

(m) To refrain from any drug-related criminal activity on or off the premises, not just near the premises. This provision applies to the tenant(s) and failure to comply with this provision shall be deemed a major breach of the lease and be grounds for immediate eviction.

(n) To refrain from alcohol abuse that the Housing Authority determines interferes with the health, safety, or right of peaceful enjoyment of the premises by other residents. This provision applies to tenant(s) and failure to comply with this provision upon receiving Notice to Cease may result in immediate action for eviction.

(o) To make no alterations or repairs or redecorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of the Authority.

(p) To give prompt prior notice to the Authority, in accordance with Section XIII hereof, of Tenant's leaving dwelling unit unoccupied for any period exceeding one calendar week.

(q) To act in a cooperative manner with neighbors and Authority Staff. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and Authority staff.

(r) Not to display, use, or possess or allow members of Tenant's household or guests to display, use or possess any firearms, (operable or inoperable) or other offensive weapons as defined by the laws and courts of the State of New Jersey anywhere on the property of the Authority.

(s) To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable material upon the premises.

(t) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.

(u) to refrain from erecting, hanging or otherwise attaching any radio antenna, television antenna, satellite dish, cable or other form of communication and/or signal transmission/reception equipment on, to or from the dwelling unit, without the prior written consent and approval of the Authority. Upon its receipt of a request for permission to install any such equipment, the Authority shall decide, in its absolute and sole discretion, whether, where (i.e., within the area or space leased to the tenant) and how the said antenna, satellite dish, cable, etc., shall be installed;

(v) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of the Authority.

(w) To refrain from, and cause members of Tenant's household to refrain from keeping, maintaining, harboring, or boarding any dog, cat, livestock, or pet of any nature on the dwelling unit of any PHA family development, unless a verified physical handicap warrants the use of a pet. In accordance with the PHA's Pet Policy, pets may be kept in building or units designated by the Authority for the elderly or handicapped.

(x) To remove from Authority property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way, firelane, reserved or no parking area designated and marked by the Authority. To apply for a parking sticker annually, or whenever tenant obtains another vehicle, pursuant to the Authority's policy for those projects where such policies have been established. Any inoperable or

unlicensed vehicle as described above will be removed from the Authority property at Tenant's expense. Automobile repairs are not permitted on project site.

(y) To remove any personal property left on Authority property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than 30 days shall be considered abandoned and will be disposed of by the Authority. Costs for storage and disposal shall be assessed against the former tenant.

(z) To use reasonable care to keep Tenant(s)'s dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. TENANT SHALL NOTIFY THE AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO HIS/HER DWELLING UNIT, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Project. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.

(aa)1. Not to commit any fraud in connection with any Federal housing assistance program, and

(bb)2. Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.

(cc) To cooperate with extermination of the unit for insects and/or rodents upon request.

(dd) To keep batteries in battery operated smoke detectors at all times and to report any deficiencies in the smoke detectors to the Authority immediately.

(ee) To assure that any member of the household, a guest, or another person under Tenant's control, shall not violate any curfew laws of the municipality or of the Authority as they may be adopted.

(ff) To comply with the Community Service Requirements of the U. S. Department of Housing and Urban Development, as provided in the regulations of that agency. These community service requirements specifically provide, as follows:

Except for any family member who is an exempt individual, each adult resident of public housing must: (1) contribute 8 hours per month of community service (not including political activities); or (2) participate in an economic self-sufficiency program for 8 hours per month; or (3) perform 8 hours per month of combined activities, as described under subsections (1) and (2), above.

Exempt individuals shall be those who are (1) 62 years of age or older; (2) blind or disabled, as defined under the applicable sections of the Social Security Act, and who certify that because of this disability she or he is unable to comply with the service provisions of this lease; (3) is a primary caretaker of a disabled person, as defined under subsection (2), above; (4) is engaged in work activities; (5) meets the requirements for being exempted from having to engage in a work activity under a State program funded pursuant to the applicable provisions of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including a State administered welfare-to-work program; or (6) is a member of a family receiving assistance, benefits or services under a State program funded under the applicable provisions of the Social Security Act, or under any other welfare program of the State in which the PHA is located, including a State administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such program.

A violation of these service requirement is a grounds for the non-renewal of the lease at the end of the twelve month lease term, but not for the termination of the tenancy during the course of the twelve month lease term. At the end of the lease term the Authority may mutually agree with the tenant who is in noncompliance to allow the tenant to make up community service time which was not served, and renew the lease for not more than one year on this basis.

(gg) Permit only members of the household listed on the lease to use the tenant's address for receiving mail.

(hh) Pursuant to Resolution No. 9949, the Bridgeton Housing Authority has adopted a No-Trespassing Policy. Under this policy, the Housing Authority has established a practice identifying certain individuals who have demonstrated, through their prior conduct, that they are a threat to the health, safety of general welfare of the Authority's residents. These individuals are prohibited from entering onto any property owned by the Bridgeton Housing Authority. When a Tenant is notified that a particular individual has been placed upon the Housing Authority's No-Trespass List, then the Tenant shall not permit that individual to enter upon the Housing Authority's property, for any purpose. Any Tenant who invites or otherwise permits an individual to visit or enter onto the Housing Authority's property after receiving notice that such individual is on the No-Trespass List will be subject to eviction proceedings; and

X. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY

In the event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants:

PHA Responsibilities:

- (a) The Authority shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant.
- (b) The PHA shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time.
- (c) Tenant shall accept any replacement unit offered by the PHA.
- (d) In the event repairs cannot be made by the Authority, as described above, and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if Tenant, household members, or guests caused the damage.
- (e) If the Authority determines that the dwelling unit is untreatable because of imminent danger to the life, health, and safety of Tenant, and alternative accommodations are refused by Tenant, this Lease shall be terminated, and any rent paid will be refunded to Tenant.

Tenant Responsibilities:

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

XI. MOVE-IN AND MOVE-OUT INSPECTIONS

- (a) Move-in Inspection: The Authority and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. The Authority will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by the Authority and Tenant and a copy of the statement retained in Tenant's folder. Any deficiencies noted on the inspection report will be corrected by the Authority, at no charge to Tenant.
- (b) Move-out Inspection - The Authority will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to the PHA.

XII. ENTRY OF PREMISES DURING TENANCY

(a) Tenant Responsibilities -

1. Tenant agrees that the duly authorized agent, employee, or contractor of the Authority will be permitted to enter Tenant's dwelling during reasonable hours (6 A.M. to 6 P.M.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing.
2. When Tenant calls to request maintenance on the unit, the Authority shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when the Authority comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

(b) Authority's Responsibilities-

1. The PHA shall give Tenant at least 48 hours written notice that the PHA intends to enter the unit whenever the inspection is not requested by the Tenant. The PHA may enter only at reasonable times.
2. The Authority's agent, employee, or contractor may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.
3. If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, the Authority shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.

XIII. NOTICE PROCEDURES

- (a) Tenant Responsibility - Any notice to the Authority must be in writing, delivered to the Authority's central office at 110 E. Commerce Street, or sent by prepaid first-class mail, properly addressed.
- (b) Authority Responsibility - Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by first-class mail addressed to Tenant.
- (c) Return receipt for Registered or Certified mail shall be sufficient evidence that notice was given, whether signed or unsigned.
- (d) If Tenant is visually impaired, all notices must be in an accessible format.

XIV. TERMINATION OF THE LEASE

In terminating the Lease, the following procedures shall be followed by the Authority and Tenant:

(a) This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the lease or to fulfill Tenant obligations set forth in section IX above, or for other good cause.

Such serious or repeated violation of terms shall include but not be limited to:

1. The failure to pay rent or other payments when due;
2. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the fifth of the month. Four such late payments within a 12-month period shall constitute a repeated late payment;
3. Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities;
4. Misrepresentation of household income, assets, or composition;
5. Failure to supply, in a timely fashion, any certification, release, information, or documentation on Household income or composition needed to process annual reexaminations or interim redetermination;
6. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site;
7. Criminal activity by Tenant, household member, guest, or other person under Tenant's control, including criminal activity that threatens the health, safety or right or peaceful enjoyment of the PHA's public housing premises by other residents, or any drug-related criminal activity on or near Authority property;
8. Offensive weapons or illegal drugs seized in a PHA unit by a law enforcement officer;
9. Any fire on Authority premises caused by carelessness, failure to supervise children or unattended cooking.

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

1. 14 days in the case of failure to pay rent;
2. A reasonable time, but not to exceed thirty days, considering the seriousness of the situation (but not to exceed 30 days) when the health or safety of other tenants or Authority staff is threatened;
3. 30 days in any other case.

(c) The notice of termination:

1. The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and of Tenant right to examine PHA documents directly relevant to the termination or eviction.
2. When the PHA is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with the PHA's grievance procedures.
3. Any notice to vacate (or quit) which is required by State or local law may be combined with, or run concurrently with the notice of lease termination under this section. The Notice to Vacate must be in writing, and specify that if tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against the tenant, and the tenant may be required to pay the costs of court and attorney's fees.
4. When the PHA is required to offer Tenant the opportunity for a grievance hearing under the PHA's grievance procedure for a grievance concerning the lease termination, the tenancy shall not terminate (even if any Notice to Vacate under State or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed.
5. When the PHA is not required to offer Tenant the opportunity for a hearing under the grievance procedure and the PHA has decided to exclude such grievance from the PHA grievance procedure, the notice of lease termination shall (a) state that Tenant is not entitled to a grievance hearing on the termination; (b) specify the judicial eviction procedure to be used by the PHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity.
6. The PHA may evict tenant from the unit only by bringing a court action.

(d) Tenant may terminate this Lease at any time by giving thirty days written notice as described in Section XIII, above.

(e) In deciding to evict for criminal activity, the PHA shall have discretion to consider all of the circumstances of the cases, including the seriousness of the offense, the extent of participation by or awareness of household members, and the effects that the eviction would have both on household members not involved in the prescribed activity and on the household's neighbors. In appropriate cases, the PHA may permit continued occupancy by remaining household members and may impose a condition that household members who engaged in the proscribed activity will neither reside in nor visit the unit. The PHA may require a household member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.

(f) When a PHA evicts a Tenant from a dwelling unit it for criminal activity the PHA shall notify the local post office serving that dwelling unit that such individual or household is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have reason to return to the unit.

XV. WAIVER

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

XVI. HOUSEKEEPING STANDARDS

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

(a) Authority Responsibility: The standards that follow will be applied fairly and uniformly to all Tenants. The Authority will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection the Authority will notify Tenant in writing if he/she fails to comply with the standards. The Authority will advise Tenant of the specific correction(s) required to establish compliance. Within a reasonable period of time, the Authority will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms.

(b) Tenant responsibility: Tenant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards that results in the creation or

maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction.

(c) Housekeeping Standards: Inside the Apartment General-

1. Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
2. Floors: should be clean, clear, dry and free of hazards.
3. Ceiling: should be clean and free of cobwebs.
4. Windows: should be clean and not nailed shut. Shades or blinds should be intact.
5. Woodwork: should be clean, free of dust, gouges, or scratches.
6. Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
7. Heating units: should be dusted and access uncluttered.
8. Trash: shall be disposed of properly and not left in the unit.
9. Entire unit should be free of rodent or insect infestation.

Kitchen-

1. Stove: should be clean and free of food and grease.
2. Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
3. Cabinets: should be clean and neat. Cabinet surfaces and countertop 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. Do not store heavy pots and pans under the sink.
4. Exhaust Fan: should be free of grease and dust.
5. Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
6. Food storage areas: should be neat and clean without spilled food:

7. Trash/Garbage: should be stored in a covered container until removed to the disposal area.

Bathroom-

1. Toilet and tank: should be clean and odor free.
2. Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
3. Lavatory: should be clean.
4. Exhaust fans: should be free of dust.
5. Floor should be clean and dry.

Storage Areas-

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

(d) Housekeeping Standards: Outside the Apartment

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 Tenant:

1. Yards: should be free of debris, trash, and abandoned cars. Exterior wall should be free of graffiti.
2. Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.
3. Steps (front and rear): should be clean, and free of hazards.
4. Sidewalks: should be clean and free of hazards.
5. Storm doors: should be clean, with glass or screens intact.
6. Parking lot: should be free of abandoned cars. There should be no car repairs in the lots.

- 7. Hallways: should be clean and free of hazards.
- 8. Stairwells: should be clean and uncluttered.
- 9. Laundry areas: should be clean and neat. Remove lint from dryers after use.
- 10. Utility room: should be free of debris, motor vehicle parts, and flammable materials.

(e) The Housing Authority reserves the right to remove any furnishings or other item of personal property of the Tenant which, in the judgment of the Authority, is causing, creating or contributing to the existence of a condition (of the premises) which endangers the health, hygiene, safety or general welfare of the Tenant or of other residents of the Bridgeton Housing Authority.

(f) Within thirty (30) days of either (a) the commencement of the initial term of the Tenant's lease, or (b) the Tenant's receipt of a Notice to Cease arising out of his/her failure to comply with the Housekeeping Course that will be offered by the Housing Authority or its designated agent. The Tenant's failure to attend this course shall be a grounds for the termination of his/her lease, and his/her eviction from the rental property.

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE (PARTS I AND II) HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN.

(TENANT'S SIGNATURE)

(DATE)

(TENANT'S SIGNATURE)

(DATE)

(TENANT'S SIGNATURE)

(DATE)

Version 2009

**PART II of the RESIDENTIAL LEASE AGREEMENT: CONTRACT
HOUSING AUTHORITY OF THE CITY OF BRIDGETON**

THIS AGREEMENT is executed between the Housing Authority of the City of Bridgeton (herein called "PHA"), and _____
(DOB) _____ (SS#) _____ and _____
(DOB) _____ (SS#) _____ and (herein called the "Tenant"), and
becomes effective as of this date: _____.

(1) UNIT: The PHA, relying upon the representations of Tenant as to Tenant's income, household composition and housing need, leases to Tenant, (upon Terms and Conditions set forth in Part I of the Lease Agreement) the dwelling unit LOCATED at _____
(herein after call the "premises to be occupied exclusively as a private residence by Tenant and household").

UNIT NUMBER is: _____.

LEASE NUMBER is: _____.

BEDROOM SIZE: _____ SECURITY DEPOSIT \$ _____ PAID _____

(2) HOUSEHOLD COMPOSITION: The Tenant's household is composed of the individuals listed below. (Other than the Head or Spouse each household member should be listed by age, oldest to youngest) All adult members of the household shall execute the lease.

	NAME	RELATIONSHIP	DOB	SOCIAL SECURITY
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____
8.	_____	_____	_____	_____

(2)

(3) TERM: The term of this lease shall be one calendar month, renewed stipulated in Section II.A of Part I of the Lease.

(4)(a) INITIAL RENT: Initial rent (if prorated for partial month) shall be \$_____ for a term beginning _____ and terminating on _____.
Thereafter, rent in the amount of \$_____ per month shall be payable in Advance on the first day of each month, and shall be delinquent after the fifth (5th) day of said month.

(4)(b) RENT CHANGES: Rent, in the amount of \$_____ per month shall be payable in advance on the first day of _____, and each month thereafter, and shall be delinquent after the fifth (5th) day of said month.

(5) UTILITIES AND APPLIANCES: PHA-Supplied Utilities:

The PHA provides the indicated utility as part of the rent for the premises:

Electricity
Natural Gas
Heating Fuel

The PHA shall provide the following appliances for the premises:

Cooking Range
Refrigerator

(6) CHARGES FOR EXCESS APPLIANCES: Charges for excess appliances are due per the following:

Air Conditioners: An additional charge will be payable for each air conditioner in the premises for the months on June, July, and August with the payment due prior to September 15th pursuant to Part I of the lease. The charge for each air conditioner assessed according to the schedule of charges based on the BTUs of the air conditioner. The tenant is responsible for notifying the Authority of the BTUs for each air conditioner and any subsequent changes in the size (BTUs) or number of air conditioners in the tenant's unit. Installation of air conditioners in the Highrise is required to be installed by the Authority's maintenance department only. A fee is charged and will be added to tenant's account. If checked below, an additional charge per month for each month of occupancy for each excess appliance on the premises.

() Freezer	\$ _____	() Extra Refrigerator	\$ _____
() Second TV	\$ _____	() _____	\$ _____
() Washer	\$ _____	() _____	\$ _____

(7) SECURITY DEPOSIT: Tenant agrees to pay a security deposit equal to one (1) month's rent not less than \$100.00. See Part I of this lease for information on treatment of the Security Deposit.

(8) EXECUTION: By Tenant's signature on the following page, Tenant and household agree to the Terms and Conditions of the Parts I and II of the lease and all additional documents made a part of the lease by reference.

By the signature(s) below, I/we also acknowledge that the Provisions of Part I of this Lease Agreement have been received, thoroughly explained and understood.

HEAD OF HOUSEHOLD: _____

DATE: _____

SPOUSE: _____

DATE: _____

CO-TENANT: _____

DATE: _____

CO-TENANT: _____

DATE: _____

MANAGER: Joanne Sbrana, Executive Director

DATE: _____

WITNESS: _____

Kathleen A. Barber, Administrative Clerk

DATE: _____