

**HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ
LOW INCOME PUBLIC HOUSING RENTAL AGREEMENT**

1. PARTIES TO THE RENTAL AGREEMENT

The Housing Authority of the County of Santa Cruz (hereinafter referred to as "AUTHORITY"), relying upon statements made in the Resident's application for housing, does hereby rent to:

LIPH SAMPLE-CLIENT

(Hereinafter referred to as "RESIDENT") the dwelling unit described below under terms and conditions stated below.

2. PROPERTY

The following property (hereinafter referred to as "dwelling unit") is let to RESIDENT:

**2350 17TH AVENUE, #1
SANTA CRUZ, CA 95062**

The following appliances are included (marked with an X):

X Gas Stove _____ Electric Stove X Refrigerator
_____ Other: _____

3. TERM

This Rental Agreement shall run for one year, beginning on:

January 01, 2011

Unless the lease is terminated pursuant to this Rental Agreement, the lease term is automatically renewed for the same period of time.

Unless RESIDENT, or Members of the Household (as defined below), have violated the requirement for resident performance of community service or participation in an economic self-sufficiency program in accordance with 24 CFR part 960, subpart F, or the lease is terminated pursuant to this Rental Agreement, the lease term is automatically renewed for the same period of time.

4. DEFINITIONS

- (a) "Member(s) of Household" shall mean those persons listed in Section 5 of this Rental Agreement.
- (b) "Guest" shall mean a person temporarily staying in the dwelling unit with the consent of the

RESIDENT or a Member of the Household who has express or implied authority to so consent on behalf of the RESIDENT.

(c) "Other person(s) under the RESIDENT'S control" shall mean a person who, although not staying as a guest in the dwelling unit, is, or was at the time of the activity in question, on the premises (including the building, complex, common area and grounds) because of an invitation from the RESIDENT or a Member of the Household who has express or implied authority to so consent on behalf of the RESIDENT. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the RESIDENT'S control.

(d) "Live-in aide" means a person who resides with an elderly, disabled or handicapped person and who:

- (1) is determined to be essential to the care and well-being of the person;
- (2) is not obligated for the support of the person; and,
- (3) would not be living in the dwelling unit except to provide necessary supportive services.

(e) "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act 21 U.S.C. 802).

5. MEMBERS OF THE HOUSEHOLD

Occupancy under this Rental Agreement is limited to the Members of the Household whose name(s) are:

LIPH SAMPLE-CLIENT
ELDERLY SAMPLE-MEMBER

6. RENT

(a) The monthly rental for said property shall be **\$1.00**, due and payable on the first day of each month. If RESIDENT takes possession on a day other than the first of the month, the rent for the remainder of that month is pro-rated. AUTHORITY may change the amount of rent after written notice of any change in the amount of rent and the effective date of such a change.

(b) If RESIDENT is unable to pay the rent when due, but on or before such date gives AUTHORITY written notice that RESIDENT is unable to pay and the reasons, AUTHORITY shall attempt to come to a mutual agreement for paying rent as soon as possible. If AUTHORITY and RESIDENT are unable to work out such a mutual agreement or RESIDENT fails to keep the promises of such mutual agreement, AUTHORITY shall serve notice to pay or quit the premises within fourteen (14) days in accordance with Section 22 of this Rental Agreement.

7. SECURITY DEPOSIT

(a) RESIDENT shall pay AUTHORITY, upon execution of this Rental Agreement, a security deposit of N/A. Such deposit may be applied by AUTHORITY toward reimbursement for the costs of cleaning the dwelling unit and drapery cleaning or any costs incurred because of RESIDENT'S violation of this Rental Agreement, including, but not limited to, non-payment of rent, unpaid utilities, and repairs beyond normal wear and tear.

(b) Within 21 days after RESIDENT vacates the premises, AUTHORITY shall return the security deposit, less any deduction AUTHORITY is entitled to make under paragraph (a) above and Section 14 of this Rental Agreement. If any deductions are made, AUTHORITY shall give RESIDENT a written itemized statement of each deduction upon request. If the amount of returnable deposit cannot be determined within three (3) weeks of RESIDENT vacating the premises because RESIDENT did not provide adequate notice of termination of tenancy pursuant to Section 22 of this Rental Agreement, or the extent of repair of damage caused by RESIDENT or cleanup of dwelling unit will take additional time, the AUTHORITY will notify RESIDENT, by U.S. mail at his/her last known address, that additional time will be needed to determine what, if any, amount of the security deposit will be returned.

8. UTILITIES

Utilities shall be paid by the parties indicated below:

	AUTHORITY	RESIDENT
Electricity		X
Gas		X
Other (heating)		X
Garbage/Trash	X	
Water		X

9. MEGAN'S LAW NOTICE

The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

10. USE

(a) RESIDENT shall have the right to exclusive use and occupancy of the leased dwelling unit by Members of the Household, including reasonable accommodation of their guests as set forth herein.

(b) RESIDENT agrees not to use or permit the dwelling unit to be used for any purpose that is not specified in this Rental Agreement. RESIDENT agrees to use the property only for residential purposes, except when AUTHORITY gives consent to RESIDENT or Members of the Household to use premises for legal profitmaking activities where the AUTHORITY determines that the use is incidental to the primary use of the leased dwelling unit as a residence (such as telephone solicitation of sales orders), and so long as such incidental use does not violate local zoning laws, affect other residents, or affect the AUTHORITY'S ability to obtain fire or liability insurance.

(c) RESIDENT agrees to fully reside in the dwelling unit and not leave for extended periods, or for more than ten (10) days, without advance written notification to AUTHORITY. If RESIDENT fails to notify AUTHORITY and takes such leave of the dwelling unit, AUTHORITY may presume that RESIDENT has abandoned the dwelling unit and contents thereof unless notified otherwise. This paragraph does not relieve RESIDENT of his/her duty to pay rent until and unless AUTHORITY determines that the dwelling unit has

been abandoned.

(d) RESIDENT agrees not to assign this Rental Agreement nor sublet the dwelling unit nor provide accommodations for borders or lodgers. RESIDENT agrees to use the dwelling unit solely as a private dwelling for RESIDENT and Members of the Household. A foster child or live-in aide for RESIDENT or a Member of the Household may be allowed to reside in the dwelling unit with prior permission from AUTHORITY. RESIDENT must promptly inform the AUTHORITY of the birth, adoption or court-awarded custody of a child. RESIDENT must request AUTHORITY approval to add any other family member as an occupant of the dwelling unit.

(e) This Section shall not prevent RESIDENT from accommodating guests for a period of seven days. Permission for extension of this period must be submitted in writing to AUTHORITY for approval and approval must be given by AUTHORITY in writing.

11. RULES AND CONDUCT

(a) RESIDENT agrees to abide by necessary and reasonable regulations promulgated by AUTHORITY for the benefit and well-being of the premises and residents. Any such rules will be sent by first-class mail and incorporated by reference in the Rental Agreement, and will be posted in the office on the premises or a common area on the premises if there is no such office.

(b) RESIDENT agrees to comply with all obligations imposed upon residents by applicable provisions of building and housing codes materially affecting health and safety.

(c) RESIDENT agrees to conduct himself/herself, and cause Members of the Household, guests and other persons under the RESIDENT'S control to conduct themselves, in a manner which will not disturb his/her neighbor's peaceful enjoyment of their accommodations, and which will be conducive to maintaining the area in a decent, safe and sanitary condition.

(d) RESIDENT must assure that no RESIDENT, Members of the Household, guest, or another person under the RESIDENT'S control, engages in:

- (1) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or employees of the AUTHORITY; or
- (2) Any drug-related criminal activity on or off the premises.

Any such criminal behavior is grounds for the Authority to terminate tenancy pursuant to Section 22 of this Rental Agreement.

(e) If AUTHORITY determines RESIDENT or a Member of the Household is illegally using a controlled substance, or RESIDENT or a Member of the Household abuses alcohol or uses a controlled substance in such a way that may interfere with the health, safety, or right to a peaceful enjoyment of the premises by other residents, shall be cause for termination of RESIDENT'(s) tenancy in accordance with Section 22 of this Rental Agreement. RESIDENT must assure that no Members of the Household engage in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents.

(f) RESIDENTS, Members of the Household, their guest, and any other person under RESIDENT'S control must not display or brandish guns, knives or other weapons in the public areas.

(g) RESIDENTS and Members of the Household must not violate any city ordinance, state or federal law in or about the premises.

(h) RESIDENTS, Members of the Household and guests must not harass or threaten the manager or any management personnel and/or interfere with management and/or operation of the apartment complex.

12. MAINTAINING THE PREMISES

(a) RESIDENT agrees:

- (1) To keep the dwelling unit in a clean and sanitary condition and to otherwise comply with all state and local laws requiring RESIDENT to maintain rented premises;
- (2) To keep the dwelling unit and such other areas as may be assigned for his/her exclusive use in a safe and sanitary manner;
- (3) To dispose of all ashes, garbage, rubbish, and other waste from the premises in a safe and sanitary manner;
- (4) To maintain any yard or garden area which may be assigned by watering, mowing, or trimming as necessary, and to refrain from damaging or modifying landscaping in common areas. RESIDENTS who are unable to perform such maintenance due to age or disability are exempt from providing such maintenance;
- (5) To refrain from and cause Members of the Household, guests, and other persons under RESIDENT'S control from littering the grounds or common areas of the apartment complex;
- (6) To refrain from and cause Members of the Household, guests, and other persons under RESIDENT'S control to refrain from smoking inside the unit. Smoking is not permitted inside the unit by RESIDENT, Members of the Household or guests;
- (7) To use only in a reasonable manner all electrical, plumbing, heating, ventilation, air conditioning and other facilities and appurtenances including elevators;
- (8) To refrain from and cause Members of the Household, guest, and other persons under RESIDENT'S control from destroying, defacing, damaging or removing any part of the dwelling unit, premises or anything belonging to AUTHORITY;
- (9) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, or to the premises (including, but not limited to, damages to buildings, facilities or common areas) caused by RESIDENT, a Member of the Household or a guest; and,
- (10) To give AUTHORITY prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the apartment or related facilities.

(b) RESIDENT acknowledges that the AUTHORITY has inspected the dwelling unit prior to the commencement of the rental agreement and that the AUTHORITY has not identified any damp or wet building materials and knows of no mold, mildew or other fungal growth in the dwelling unit. RESIDENT also agrees to the following:

- (1) To keep those things than can harbor mold, mildew spores or other fungal growth in the dwelling unit clean at all times;
- (2) To clean dwelling unit with products which reduce or inhibit growth of mold, mildew or other fungi;
- (3) To clean and dry any visible moisture on windows, walls and other surfaces, including personal property, as soon as the condition occurs;
- (4) To use bathroom fans, if installed, while bathing or showering and kitchen fans, if installed, while cooking;
- (5) To report to AUTHORITY when any installed bathroom, kitchen or other exhaust fan does not operate;
- (6) To use reasonable care to close windows and other openings to the premises to prevent rain and other outdoor water from penetrating the dwelling unit;
- (7) To keep any fish tanks covered;
- (8) To allow a minimum of six-inches of space between furniture and walls for proper air ventilation;

- (9) To notify AUTHORITY immediately of any circumstances involving excess moisture or water leakage such as plumbing leaks or drips, sweating pipes or toilet tanks, overflows in the bathroom, kitchen or laundry facilities (if applicable);
- (10) To immediately remove excess water or moisture to prevent further damage;
- (11) To notify AUTHORITY of any mold growth on surfaces inside the dwelling unit that cannot be removed or controlled by RESIDENT.

13. VEHICLE PARKING

(a) AUTHORITY reserves the right to control the method, manner, and time of parking and parking spaces in and around the apartment complex, to designate what portions of the apartment complex and its premises may be used by RESIDENT, Members of the Household and guests for parking and to tow away and store at vehicle owner's expense any vehicle parked by RESIDENT, Members of the Household or guests in spaces not so authorized by AUTHORITY.

(b) Boats, trailers of any kind, recreational vehicles, or disabled or unsightly vehicles, shall not be parked on or about the premises.

(c) No automobile or any other motor-driven vehicle may be brought onto the premises, by any means or in any manner, by RESIDENT, Members of the Household, and/or their guests unless such vehicle is insured for public liability and property damage, operable, free of any leaking fluids, and, in compliance with government noise limitations. Vehicles may not be parked or left standing except in parking areas, and must be currently registered.

(d) No part of the premises shall be used by RESIDENT, Members of the Household, or guests for washing, painting, repairing, maintaining, fixing or otherwise servicing a vehicle or the storage of same. Any vehicle parked or left standing for fifteen (15) consecutive days in a non-assigned parking space, shall be deemed to be "stored" and in violation of this Rental Agreement, and shall be subject to the AUTHORITY'S tow policy.

(e) AUTHORITY retains the right to clean the premises of fluids and other discharges from vehicles and to charge RESIDENT pursuant to Section 14, below.

14. DAMAGES AND CHARGES

(a) If damage to the dwelling unit (other than normal wear and tear) is caused by act or neglect of RESIDENT, Members of the Household, guests and other persons under RESIDENT'S control, RESIDENT may repair such damage at his/her own expense during the time of tenancy. Repairs made by RESIDENT at his/her own expense must be performed satisfactorily or AUTHORITY may cause such repair corrected at RESIDENT'S expense. Upon RESIDENT'S failure to make such repair, or in the event that the RESIDENT has vacated the dwelling unit, AUTHORITY may cause such repair to be made and RESIDENT shall be liable to AUTHORITY for any reasonable expense thereby incurred by AUTHORITY. Charges are determined by the type and extent of repairs needed. During the time of tenancy, RESIDENT may request an estimate of the charge prior to work being started. Any charges are due and collectable 14 days after the AUTHORITY gives notice of the charges.

(b) In the event that the premises are damaged to the extent that conditions are created which are hazardous to the life, health and safety of the occupants, these steps shall be followed:

- (1) RESIDENT shall immediately notify AUTHORITY of the damage;
- (2) AUTHORITY shall be responsible for repair of the dwelling unit within a reasonable time, provided that if the damage was caused by RESIDENT, or RESIDENT'S household or guests,

the reasonable cost of the repairs shall be charged to RESIDENT;
(3) AUTHORITY shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time; and,
(4) Provisions shall be made for abatement of rent in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in accordance with Paragraph (b) of this section or alternative accommodations are not provided in accordance with Paragraph (c) of this section, except that no abatement of rent shall occur if the tenant rejects the alternative accommodations or if the damage was caused by RESIDENT, Members of the Household guests any other person under RESIDENT'S control.

15. ALTERATIONS

No alterations, additions, painting or improvements shall be made by RESIDENT without prior consent of AUTHORITY in writing, including, but not limited to, the following:

- (a) change or removal of any part of the appliances, fixtures, or equipment in the dwelling unit;
- (b) paint or installation of wallpaper or non-removable contact paper in the dwelling unit;
- (c) attaching an awning or window guards in the dwelling unit;
- (d) attaching or placing any fixtures, signs or fences on the building(s), the common areas, or the project grounds;
- (e) attaching any shelves, screen doors, or other permanent improvements in the dwelling unit;
- (f) installing washing machines, dishwashers, dryers, fans, heaters or air conditioners in the dwelling unit; or,
- (g) placing any aerials, antennas, satellite dishes, or other electrical connections on the dwelling unit.

Such consent may be conditioned upon RESIDENT agreeing to restore the dwelling unit to its prior condition before RESIDENT vacates the dwelling unit. AUTHORITY may require RESIDENT to post a deposit to cover the cost of restoration.

16. AUTHORITY'S OBLIGATIONS

AUTHORITY agrees to:

- (a) maintain the dwelling unit and premises in a decent, safe and sanitary condition;
- (b) comply with all state and local laws, building codes and ordinances, and Department of Housing and Urban Development regulations materially affecting health and safety;
- (c) make necessary repairs to the dwelling unit;
- (d) keep buildings, facilities and common areas not otherwise assigned to RESIDENT for maintenance and upkeep in a safe, clean condition;
- (e) maintain in good, safe working order and condition, electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances, including elevators, that are supplied or required to be supplied by AUTHORITY;
- (f) provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of the RESIDENT) for deposit of ashes, garbage, rubbish and other waste removed from the dwelling unit by RESIDENT in accordance with Section 12(c);
- (g) supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to the local custom and usage) except where the building that includes

the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the RESIDENT and supplied by a direct utility connection; and,

(h) notify RESIDENT of the specific grounds for a proposed adverse action by AUTHORITY, such as, but not limited to, a proposed lease termination, transfer of RESIDENT to another dwelling unit, imposition of charges for maintenance and repair or for excess consumption of utilities.

17. OCCUPANCY AND TERMINATION INSPECTIONS

(a) Prior to occupancy of the dwelling unit, AUTHORITY and RESIDENT or authorized RESIDENT'S representative will conduct a joint inspection of the premises. AUTHORITY will retain in RESIDENT'S file a written statement of the condition of the dwelling unit, and the equipment provided with the dwelling unit, and furnish RESIDENT with a copy of the statement. The statement shall be signed by the AUTHORITY and RESIDENT.

(b) No earlier than two (2) weeks prior to the end of the tenancy, RESIDENT may request an initial inspection of the dwelling unit. RESIDENT may be present at the initial inspection. Based on the initial inspection, AUTHORITY will provide an itemized statement specifying repairs or cleaning that are proposed to be the basis of any deductions from the security deposit after the unit is vacated. Prior to vacating the dwelling unit, the RESIDENT may, at his/her own cost, remedy any of the identified deficiencies, repairs, or cleaning, in a manner consistent with the rights and obligations of the RESIDENT and AUTHORITY under this Rental Agreement. AUTHORITY will also conduct a final inspect of the dwelling unit at the time RESIDENT vacates the dwelling unit and will furnish RESIDENT a statement of any charges to be in accordance with Section 14 of this Rental Agreement. The RESIDENT may participate in the inspection upon vacating the premises, unless the RESIDENT vacates without notice to the AUTHORITY pursuant to Section 22 of this Rental Agreement.

18. ENTRY OF PREMISES DURING TENANCY

(a) AUTHORITY shall, upon reasonable advance notification to RESIDENT, be permitted to enter the dwelling unit during reasonable hours, for the purpose of performing routine inspection and maintenance, for making improvements or repairs, or to show the premises for re-renting. A written statement specifying the purpose of AUTHORITY'S entry delivered personally to the dwelling unit at least two (2) days before such entry shall be considered reasonable advance notification, or six (6) days if notice is mailed to RESIDENT.

(b) AUTHORITY may enter the premises at any time without advance notification when there is reasonable cause to believe that an emergency exists.

(c) In the event that RESIDENT and all adult Members of the Household are absent from the premises at the time of the entry, prior to leaving the dwelling unit, AUTHORITY shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry.

19. ANNUAL REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY

(a) Once a year RESIDENT agrees to furnish accurate and conclusive information as requested by AUTHORITY about income, employment and members of his/her family, for use by AUTHORITY in determining whether the rental amount should be changed, whether the dwelling unit size is still appropriate for RESIDENT'S needs, and whether RESIDENT is still eligible for low-rent housing. This determination shall be made in accordance with the provisions set forth in AUTHORITY'S Statement of Policies governing leasing and occupancy posted in AUTHORITY'S office.

(b) Any change in rent required as a result of this redetermination shall be made effective the first month following the date of the re-examination.

(c) When a re-examination is completed, AUTHORITY will, if necessary execute a new Rental Agreement or mail written notice to RESIDENT showing the change in income and the change in monthly rent and the amount of retroactive rent due, if any, as determined by AUTHORITY in accordance with Section 20(d) of this Rental Agreement, resulting from such re-examination or redetermination. RESIDENT agrees to accept such a notice as an amendment to this Rental Agreement. RESIDENT further agrees to transfer to an appropriate size dwelling unit based on family composition, upon appropriate notice by AUTHORITY that such a dwelling unit is available.

(d) Resident must furnish verification that each adult household member is participating in community service activities as required by the Department of Housing and Urban Development, or that the adult household member(s) are exempt from such requirements.

20. REPORTING INTERIM CHANGES IN INCOME AND FAMILY COMPOSITION

(a) RESIDENT agrees to report the following changes in family composition or circumstances within fourteen (14) days of the change:

- (1) A loss or addition to the family through marriage, reconciliation, divorce, permanent separation, birth, death, desertion, or any other continuing circumstances.
- (2) Unemployment or re-employment of any family member for any reason.
- (3) Any changes in income for RESIDENT or any Members of the Household.

(b) If these reported changes result in a decrease in RESIDENT'S rent, the reduced rental rate shall become effective the first day of the following month.

(c) If the reported changes result in an increase in RESIDENT'S rent, the higher rental rate shall take effect the first month following the mailing of a notice of redetermination of rent by AUTHORITY except where the provisions of Paragraph (d) below apply.

(d) If RESIDENT has failed to report changes in family circumstances as required above, or misrepresented to AUTHORITY the facts upon which rent is determined, and this misrepresentation or failure to report facts results in RESIDENT paying less rent than he/she should have been charged, AUTHORITY shall adjust the rent to the proper amount. The AUTHORITY may make the increase in rent retroactive to the first day of the second month after the change in family composition or circumstances occurred.

21. REQUIRED TRANSFER OR TERMINATION DUE TO EXCESS INCOME OR CHANGE IN FAMILY COMPOSITION

(a) If AUTHORITY determines that size of dwelling unit is no longer appropriate to RESIDENT'S needs, AUTHORITY may notify RESIDENT that he/she will be required to move to another dwelling unit of appropriate size at a reasonable location, giving RESIDENT reasonable time to move. RESIDENT agrees to move if such a request is made. If a dwelling unit is offered, failure to accept such transfer shall be proper grounds for termination of the Rental Agreement.

(b) If AUTHORITY finds that RESIDENT'S Members' of the Household income has increased so that it is above the approved income limits for continuing occupancy in low-rent housing, AUTHORITY will then determine whether or not RESIDENT can, with reasonable effort, find other suitable housing.

- (1) If AUTHORITY determines that special circumstances exist, RESIDENT may remain in

Low-Rent housing so long as those circumstances exist, but the monthly rent will be increased in accordance with the approved Rent Schedule. AUTHORITY will properly notify RESIDENT of the rent adjustments and the adjustment will become effective the first month after such notice.
(2) If AUTHORITY determines that RESIDENT can with reasonable effort, find other suitable housing, it will notify RESIDENT to vacate the dwelling unit pursuant to Section 22 below.

22. TERMINATION OF RENTAL AGREEMENT

(a) This Rental Agreement may be terminated by RESIDENT at any time by giving thirty (30) days prior written notice to AUTHORITY. RESIDENT agrees to move promptly and leave the dwelling unit in a clean and good condition (except normal wear and tear), and to return the keys to AUTHORITY'S office.

(b) This Rental Agreement shall terminate upon death of RESIDENT, but may be renewed by the remaining head of household.

(c) This Rental Agreement may be terminated by AUTHORITY for the following reasons:

(1) Serious or repeated violation of material terms of the lease, such as, but not limited to, failure to make payments due under the lease or to fulfill RESIDENT'S obligations pursuant to this Rental Agreement, or for other good cause.

(2) For any of the following types of criminal activity by the RESIDENT, Members of the Household, a guest or another person under the RESIDENT'S control:

(i) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the AUTHORITY'S premises by other residents.

(ii) Any drug-related criminal activity on or off the AUTHORITY'S premises.

(iii) Any illegal use of a drug or a pattern of illegal use of a drug that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

(3) If a RESIDENT or a Member of the Household is violating a condition of probation or parole imposed under federal or state law or is fleeing to avoid prosecution, or custody or confinement after a 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 that, in the case of the state of New Jersey is a high misdemeanor.

(4) If RESIDENT fails to accept the AUTHORITY'S offer of a revision to an existing lease pursuant to Section 25 of this Rental Agreement.

(5) If RESIDENT'S or Members' of the Household income has increased so that they no longer qualify for low-rent housing and RESIDENT can with reasonable effort find other suitable housing.

(6) If a RESIDENT has made material false statements or committed fraud in connection with an application for assistance or with reexamination of income.

(d) THE AUTHORITY shall give written notice of lease termination as follows:

(1) 14 days in the case of failure to pay rent;

(2) A reasonable period of time considering the seriousness of the situation (but not to exceed 30 days):

(i) If the health or safety of other residents, AUTHORITY employees, or persons residing in the immediate vicinity of the premises is threatened; or

(ii) If any Member of the Household has engaged in any drug-related criminal activity or violent criminal activity; or

(iii) If any Member of the Household has been convicted of a felony; and,

(3) 30 days in any other case, except that if a State or local law allows a shorter notice period, such shorter period shall apply.

Notices of termination to RESIDENT shall state the specific reason or reasons for the termination, shall inform RESIDENT of his/her legal right to make a reply as the RESIDENT may wish, to inform the RESIDENT of the right to examine AUTHORITY documents directly relevant to the termination, and to inform the RESIDENT if he/she has a right to request a grievance hearing pursuant to Section 24 of this Rental Agreement. If a grievance hearing is not required, the notice shall specify the judicial eviction procedure that will be used by the AUTHORITY for eviction of the RESIDENT.

(e) The failure of AUTHORITY to insist, in any one or more instances, upon a strict performance of any of the covenants or agreements of this Rental Agreement or to exercise any option contained therein, shall not be considered a future waiver or relinquishment of said covenants, agreements or options, but the same shall continue and remain in full force and effect. The receipt by AUTHORITY of rent with the knowledge of the breach of any covenant or condition hereof shall not be deemed a waiver of such breach and no waiver by AUTHORITY of any of the provisions hereof shall be deemed to have been made unless expressed in writing and signed by AUTHORITY, its representatives or agents.

(f) Failure of a family member to comply with service requirement provisions of 24 CFR part 960, subpart F, is not grounds for termination, but is grounds for non-renewal of the lease and termination of the tenancy at the end of the twelve month lease term.

23. ATTORNEY'S FEES

RESIDENT agrees to pay reasonable attorneys' fees, costs, and expenses incurred by AUTHORITY in the event court action is required to enforce any term and conditions of this Rental Agreement by AUTHORITY, provided AUTHORITY is prevailing party in said court action. "Prevailing party" shall mean the party determined to be the prevailing party by a court of law.

24. GRIEVANCE PROCEDURE

All grievances or appeals arising under this Rental Agreement shall be processed and resolved according to the grievance procedure of AUTHORITY which is in effect at the time such grievance or appeal arises. This procedure is available at AUTHORITY'S office and incorporated herein by reference. All matters concerning this Rental Agreement, including but not limited to rental payments, other charges, or any Rental Agreement violations, are subject to these grievance procedures, except that these grievance procedures are not available to those residents whose tenancy is terminated or who are evicted that involves any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the AUTHORITY, or any drug-related criminal activity.

25. CHANGE, AMENDMENT OR MODIFICATION OF RENTAL AGREEMENT

(a) This Rental Agreement, in addition to all future adjustments of rent or dwelling unit, is the entire agreement between AUTHORITY and RESIDENT. No changes, amendments or modifications of this Rental Agreement shall be enforceable and binding unless written, signed and dated by both parties except as provided for in this Rental Agreement.

(b) This Rental Agreement and the Conditions of Occupancy incorporated herein by reference and other rules and regulations of AUTHORITY may be changed, amended or modified from time to time by

AUTHORITY. Such changes, amendments or modifications must be on a form adopted by the AUTHORITY in accordance with 24 CFR section 966.3. The AUTHORITY must give RESIDENT written notice of the offer of a revision at least 60 calendar days before it is scheduled to take effect. The offer must specify a reasonable time limit within that period for acceptance by RESIDENT.

(c) Failure of RESIDENT to accept AUTHORITY'S offer of a revision to an existing lease may result in termination of the lease pursuant to Section 22 of this Rental Agreement.

26. NOTICE PROCEDURES

(a) Except for written notice that is required to be personally delivered to RESIDENT, any notice to RESIDENT shall be in writing and may be delivered personally to RESIDENT or an adult Members of the Household residing in the dwelling unit or sent by first-class mail, properly addressed. If RESIDENT is visually impaired, all notices must be in an accessible format.

(b) All service of process, service or provision of notices and demands, and payment of rent shall be delivered to AUTHORITY at the following address:

Housing Authority of the County of Santa Cruz
Property Management Department
2931 Mission Street
Santa Cruz, CA 95060-5709

Telephone: (831) 454-9455

27. PET LIMITATION:

Pets may be permitted subject to the Authority's Pet Ownership Policy, attached and incorporated herein by reference.

28. ADDITIONS AND ALTERATIONS

The following additions or alterations have been made and inserted in the Rental Agreement before it was signed by the parties hereto:

Low Income Public Housing Conditions of Occupancy - Rules and Regulations

GANG/CRIME-FREE RENTAL AGREEMENT MODIFICATION

Low Income Public Housing Conditions of Occupancy Rules and Regulations

These rules are subject to change. Until changed, they will be enforced fully and equally.

1. Musical instruments and audio equipment (stereos, TV, etc.) should be played at volumes which should not annoy or discomfort other residents. Special care should be taken to not create any loud noise between the hours of 10 p.m. and 8 a.m.
2. Automobiles should be parked only in the space assigned and care should be taken to park within the marked lines. Major auto repairs are prohibited. No vehicles other than passenger cars may be parked on the premises without prior written approval from the Housing Authority. Visitors may not use assigned parking spaces.
3. No television antennas may be used. (Outlet for cable TV is available in each living room at no charge.)
4. Residents are responsible for keeping their apartment, appliances and patio clean. Regular defrosting of the refrigerator and cleaning of the oven is also a resident responsibility. Resident shall promptly inform the Housing Authority of needed repairs, especially leaks in the plumbing. Resident shall be charged the cost of repairing stoppage of any toilet, sink or disposal unit caused by tenant negligence.
5. Carpet and floor cleaning is the resident's responsibility. Damage caused through resident neglect (cigarette burns, spills, improper cleaning techniques such as using too much water, etc.) to either carpets, floors, or counter tops shall be charged to resident.
6. Pictures, mirrors and wall hangings are to be hung only with standard nail picture hooks. Gluing of items, including picture hooks, to walls or ceilings is not permitted.
7. No alterations, including painting, shall be made in the apartment without prior written approval of the Housing Authority.
8. Pianos, heavy appliances (such as freezers and dishwashers) and other heavy furniture may be allowed in the units only with prior written approval from the Housing Authority.
9. Drapery cleaning is the resident's responsibility. Only dry cleaning is permitted. Drapes supplied in the units are the only ones authorized. Aluminum foil may not be placed in the windows.
10. Residents shall not install additional locks or doorknockers without prior written approval from the Housing Authority.
11. In order to minimize fire danger, residents may not keep gasoline or flammable liquids in their apartments. Care should be taken not to store oily rags in confined areas.
12. For your safety and protection, inform the Housing Authority if you plan to be away from home one week or longer.
13. Residents are responsible for the conduct of their guests. Visiting children should not be left unattended. Visiting children should not be allowed to run around the grounds or buildings.

14. Residents and their guests must not consume alcoholic beverages in the public areas.
15. Residents and their guests must not display or brandish guns, knives or other weapons in the public areas.
16. No pets allowed, except as specified in Rental Agreement/Lease.
17. Residents must maintain smoke detector, if battery operated.
18. Resident agrees to comply with all current and future recycling programs. Resident agrees to sort, separate and recycle garbage into categories as required. Housing Authority may refuse to collect Resident garbage if Resident does not separate properly and Housing Authority will require Resident to arrange and pay for its collection.

The resident(s) whose signature(s) appear immediately below have read and do understand this Rental Agreement and agree to the terms and conditions listed through Section 28.

I/We hereby further agree that failure to observe and follow said Rental Agreement provisions and conditions of occupancy will be just and proper cause for termination and cancellation of this Rental Agreement by AUTHORITY. I/We also understand that this Agreement contains a provision for the automatic renewal for one year, unless terminated as provided for in this Rental Agreement.

RESIDENT: **LIPH SAMPLE-CLIENT**

By: _____
Signature Date

RESIDENT: **ELDERLY SAMPLE-MEMBER**

By: _____
Signature Date

AUTHORITY: Housing Authority of the County of Santa Cruz

By: _____
Signature Date

I/we acknowledge receipt of this lease translated into Spanish.

Name: _____

Signature: _____ Date: _____

Keys Issued: _____ Entrance Door _____ Mailbox _____ Laundry _____

Copy distribution: Original - Property Management
Copy - Resident

GANG/CRIME-FREE RENTAL AGREEMENT MODIFICATION

As part of the consideration for lease of the dwelling unit identified in the Rental Agreement, and in accordance with Section 25 of the Rental Agreement, RESIDENT(S) agrees to comply with this Gang/Crime-free Rental Agreement Modification (Modification) as follows:

1. RESIDENT and Member(s) of Household (as that term is defined in Section 4(a) of the Rental Agreement) whether on or off of the Premises (defined to include the building, complex, common area and grounds); and Guests (as that term is defined in Section 4(b) of the Rental Agreement) and Other person(s) under the RESIDENT=S control (as that term is defined in Section 4(c) of the Rental Agreement) while on the Premises, are prohibited from:

- a. Engaging in any illegal activity, including, but not limited to: criminal street gang activity as defined in Penal Code 186.22 et seq.; threatening or intimidating as prohibited in Penal Code 422; assault and/or battery as prohibited in Penal Code 240/242; including but not limited to the unlawful discharge of a firearm as prohibited in Penal Code 245; burglary as prohibited in Penal Code 459; possession of stolen property as prohibited by Penal Code 496; sexual offense as prohibited in Penal Code 269 and 288, on or off the Premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent, or other tenant, or involving imminent or actual serious property damage, as defined in California Civil Code.
- b. Engaging in gang activity or criminal activity during the term of this Rental Agreement. The term "gang" refers to a group, or a member of a group, of people who are involved in organized illegal, criminal activity or anti-social behavior. "Gang-Activity" includes but is not limited to:
 - i. wearing clothing, jewelry, or tattoos unique to gang affiliation (color alone is not sufficient to establish gang affiliation); or
 - ii. grouping to show gang affiliation to intimidate other gangs or tenants; or
 - iii. stating gang membership orally, in writing, or in any other medium.

RESIDENT agrees that violation of any of the preceding terms constitutes a material noncompliance with the Rental Agreement and is grounds for eviction and/or other adverse disciplinary or court action by the AUTHORITY.

- c. Engaging in any act intended to facilitate criminal activity or permitting the Premises to be used for criminal activity.
- d. Engaging in any criminal activity, including drug-related criminal activity. Drug related criminal activity shall mean the illegal manufacture, sale, distribution, use, possession and possession with intent to manufacture, sell, distribute, or use of an illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. ' 802]).
- e. Engaging in the unlawful manufacturing, selling, using, storing, keeping or giving of an illegal or controlled substance as defined in Health and Safety Code " 11350, 11351, 11377, 11378, 11550, and 11379.6.

2. VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION(S) OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY AS PER SECTION 22 OF THE RENTAL

AGREEMENT. A single violation of any of the provisions of this Modification may be deemed a serious, material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the Rental Agreement. Proof of such a violation shall not require a criminal conviction, but shall only require a preponderance of the evidence as determined by the AUTHORITY.

3. RESIDENT and Member(s) of Household hereby authorize AUTHORITY to use police generated reports against RESIDENT and Member(s) of Household for any such violation as reliable direct evidence, and/or as business records, notwithstanding any Federal or State Rules of Evidence to the contrary, in all termination hearings.

4. In case of conflict between the provisions of this Modification and any provisions of the existing Rental Agreement, the provisions of this Modification shall govern.

5. RESIDENT also agrees to be responsible for the actions of Member(s) of Household, Guests, and Other person(s) under the RESIDENT'S control, while located on the Premises, regardless of whether RESIDENT knew or should have known about any such actions.

6. This Modification is incorporated into the Rental Agreement or renewal thereof, between AUTHORITY and RESIDENT.

HEAD OF HOUSEHOLD AND ALL HOUSEHOLD MEMBERS AGE 18 YEARS OR OLDER MUST PRINT THEIR NAME AND SIGN THEIR NAME BELOW.

Head of Household

Print Name: LIPH SAMPLE-CLIENT **Signature** _____ **Date** _____

Other Adult Household Member

Print Name: ELDERLY SAMPLE-MEMBER **Signature** _____ **Date** _____

Other Adult Household Member

Print Name: _____ **Signature** _____ **Date** _____

Other Adult Household Member

Print Name: _____ **Signature** _____ **Date** _____

Other Adult Household Member

Print Name: _____ **Signature** _____ **Date** _____

Other Adult Household Member

Print Name: _____ **Signature** _____ **Date** _____

Head of Household acknowledges that they have reviewed this Modification with ALL members of the household regardless of age.

LIPH SAMPLE-CLIENT

Head of Household **Signature** _____ **Date** _____