

DRAFT
3/27/2015

LEASE AGREEMENT

1. IDENTIFICATION OF PARTIES AND DWELLING UNIT

THIS LEASE AGREEMENT (the "Lease") is made by and between **The Housing Authority of the City of Athens, Georgia** ("AHA") and _____ ("Head of Household") for the _____ bedroom dwelling unit designated as Apartment Number _____ located at _____ (the "Unit") within the AHA property known as the _____ Community ("Community"). The Lease term shall commence on the _____ day of _____, 20____, at an initial rent of \$_____ per month, to be subsequently adjusted in accordance with Section 7 below. Rent for the initial partial month (if any) is \$_____.

2. DEFINITIONS

Wherever used herein, the masculine pronoun shall be deemed to include the feminine, and the singular to include the plural, unless the context clearly indicates otherwise, and the following words and phrases shall, when used herein, have the meanings set forth below:

"ACOP" means AHA's Admissions and Continued Occupancy Policy, as amended from time to time. All provisions of the ACOP are incorporated by reference as if fully set forth herein, and Head of Household and each Resident agree to review and become familiar with the ACOP, which is posted in AHA's Central Office at 300 S. Rocksprings St., Athens, Georgia 30606.

"Community" means the particular AHA development wherein the Unit identified in Section 1 is located.

"Head of Household" means the individual identified in Section 1 of this Lease Agreement.

"HUD" means the U.S. Department of Housing and Urban Development.

"Premises" means all property owned or under the control of AHA, including the common facilities, common areas, and grounds.

"Resident" means each member of Head of Household's family listed in Section 3(A) and any individual who is subsequently permitted by AHA to occupy the Unit.

3. MEMBERS OF HOUSEHOLD WHO WILL RESIDE IN UNIT

(A) Identification of Residents

Occupancy of the Unit is limited to the following members of Head of Household's family having the relationship shown opposite his or her name:

	RESIDENT	RELATIONSHIP
1.		HEAD OF HOUSEHOLD
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Any additional occupants, including foster children and live-in aides, must be approved by AHA in accordance with the ACOP and set forth by written amendment to this Lease signed and dated by both parties. All others are considered unauthorized occupants and may subject this Lease to termination.

(B) Resident's Obligations

Each Resident who signs this Lease warrants and represents that he will fulfill all of the obligations imposed upon Head of Household and will not violate (or allow anyone else to violate) any of the provisions of this Lease. In consideration for AHA's Lease of the Unit to Head of Household, each Resident so signing also represents that he will be jointly and severally liable for any liabilities under this Lease that Head of Household fails to pay for any reason whatsoever, including, but not limited to, debts or obligations incurred under a previous Lease with AHA, rent, retroactive rent charges, repair charges, excess utilities, security deposits, fire damage charges, or other damage claims, regardless of whether such liability is due to some act or omission that is not their own.

(C) Usufruct

Head of Household shall have the right to exclusive use and occupancy of the Unit by the members of the household identified in Section 3(A), including reasonable accommodations of their guests. With the consent of AHA, members of the household may engage in legal profitmaking activities in the Unit where AHA determines that such activities are incidental to primary use of the Unit for residence by members of the household. Notwithstanding any provisions of this Lease to the contrary, only Head of Household shall have any leasehold, usufructuary, or other contractual interest in the Unit. Head of Household is the sole and only tenant under this Lease. None of the other persons listed in the foregoing Section 3(A) have any independent or separate rights under this Lease and have no leasehold interest or contractual rights whatsoever in the Unit, but are entitled to occupy the Unit only as members Head of Household's family, and only for so long as this Lease remains in effect.

(D) Reliance on Information

Head of Household and each Resident understand that AHA enters into this Lease Agreement in reliance upon the truth of information provided in the initial application for housing and subsequent information provided for continued occupancy. The discovery that any such information is false or that information was misrepresented may result in termination of this Lease and/or retroactive rent charges or other action deemed appropriate under federal, state, and/or local law.

4. DURATION OF LEASE; PAYMENTS

(A) Initial Term and Automatic Renewals

The initial term of this Lease shall be twelve (12) months. Thereafter this Lease shall automatically be renewed for successive twelve (12) month periods unless terminated as provided herein.

(B) Rent Payments

Rent is due and payable in advance, without notice, during business hours on the first (1st) business day of each month and is delinquent if payment in full is not actually received by AHA by the close of business on the sixth (6th) day of the month. If the sixth (6th) day is on Saturday or Sunday, or a legal holiday, the next business day will be deemed the sixth (6th) day. Payment must be received by AHA during normal business hours as posted. If rent is not paid in full by the sixth (6th) day of the month as defined above, Head of Household shall pay to AHA a late fee in accordance with the posted Schedule of Charges within two weeks of receiving a Delinquent Rent Notice.

(C) Other Charges

Head of Household shall pay charges assessed by AHA for maintenance and repair beyond normal wear and tear and other charges, including, but not limited to, yard charges, excess utility charges, and cable fees, which will be assessed based upon the posted Schedule of Charges, as amended, which is incorporated by reference herein. All such charges shall become due and payable fourteen (14) days after AHA provides Head of Household written notice of the charges. Failure to pay any charges listed in this subsection shall be a material breach of this Lease.

(D) Method of Payment

AHA accepts payment by debit or credit card, check, and money order. If a personal check is returned unpaid, AHA may charge a fee in accordance with AHA's Schedule of Charges and may refuse to accept future payments by personal check.

5. SECURITY DEPOSIT

(A) Amount and Payment of Deposit

Head of Household agrees to pay in full upon the signing of this Lease a security deposit of Two Hundred Dollars (\$200), unless Head of Household is 62 or older at the time this Lease is executed, in which case the security deposit shall be One Hundred Dollars (\$100.00).

(B) Return of Security Deposit

No later than thirty (30) days after the termination of this Lease, AHA will send to Head of Household at the forwarding address provided to AHA any balance remaining on the security deposit after deducting any unpaid rent or other charges, including, but not limited to, repair and maintenance charges for damage beyond normal wear and tear, together with an itemized statement of any such deductions.

6. UTILITIES, SERVICES AND EQUIPMENT

(A) Utilities and Services

AHA agrees to supply gas, electricity, water, garbage removal, and sewerage for the Unit. Head of Household shall be assessed excess utility charges for amounts in excess of the then-current Schedule of Utility Allowances posted in AHA's Central Office. AHA will not be responsible for damages or losses from failure to furnish or to continue furnishing utilities or services for any reason or cause beyond its control.

(B) Equipment

AHA shall provide a heating unit, cooking range, refrigerator, and water heater for the Unit without additional charge.

7. RE-DETERMINATION OF ELIGIBILITY, RENT AND UNIT SIZE

(A) Annual Re-examination.

Annually or more frequently as requested by AHA, Head of Household shall furnish in the form prescribed by AHA a true and complete written verification of all family income, including anticipated income from all sources, family composition, and any other information deemed pertinent by AHA, which will be reviewed by AHA to determine whether (i) the rent should be changed, (ii) the Unit size is appropriate, and/or (iii) if Head of Household is eligible for continued occupancy in the Unit.

Any rent adjustment required as a result of the Annual Re-examination will be effective as of the date of the Annual Re-examination. Head of Household may request an explanation stating the specific grounds of AHA's determination, and may request a hearing under the Grievance Policy. If Head of Household does not provide AHA written verification as to all items requested or described above, or fails to execute an authorization to release such items, within ten (10) business days of AHA's request, or if Head of Household misrepresents or omits any material fact therein, it shall be a material breach of this Lease.

(B) Interim Re-determination

The monthly rent set forth in Section 1 above as adjusted pursuant to the most recent Annual Re-examination will remain constant for the period between Annual Re-examinations, unless upon verification of a change in family income or family composition, or as may otherwise be provided in the ACOP, AHA determines that the monthly rent does not conform to regulatory requirements. In that event, an interim adjustment in the monthly rent will be made as follows:

(1) Any decrease in rent will be effective on the first day of the calendar month following the month in which a change in family income or family composition was reported, provided, however, that no decrease shall be effective until the information has also been verified by AHA.

(2) Any increase in rent will be effective on the first day of the second calendar month following the month in which the change in family income or family composition occurs.

A TRUE AND COMPLETE STATEMENT OF ALL CHANGES IN FAMILY INCOME MUST BE REPORTED TO AHA WITHIN TEN (10) BUSINESS DAYS OF THEIR OCCURRENCE AND ANY FAILURE BY HEAD OF HOUSEHOLD TO DO SO OR ANY MISREPRESENTATION OF ANY SUCH CHANGE WILL BE A MATERIAL BREACH OF THE LEASE. FAILURE TO REPORT ALL SOURCES OF FAMILY INCOME MAY CONSTITUTE CRIMINAL FRAUD.

(C) Retroactive Rent

If Head of Household misrepresents, or omits, or otherwise fails to inform AHA of any information in connection with an annual re-examination or interim rent adjustment, and it results in a lower rent than what should have been charged, AHA may, in its sole discretion, terminate the Lease and/or may make the increase in rent retroactive to the date it would have been effective, in addition to pursuing any additional action allowed under federal, state or local law.

Should Head of Household file or have filed against him any case under the Bankruptcy Code, payments under any Repayment Agreement for retroactive rent shall be considered part of this Lease for all purposes, including assumption or rejection of executory contracts and unexpired leases under 11 U.S.C. § 365.

(D) Transfers to Other Units

If for any reason Head of Household's family composition does not conform to AHA's occupancy standard for the Unit, Head of Household agrees to transfer to an appropriate size unit based on household composition within ten (10) business days of receiving a Notice to Transfer from AHA.

If the Unit identified in this Lease is an accessible dwelling unit and the accessible features are not necessary for Head of Household or any other Resident, Head of Household agrees to transfer to another unit within thirty (30) days of receiving a Notice to Transfer from AHA.

(E) Head of Household's Right to Information

When AHA redetermines the amount of rent payable by Head of Household, or determines that Head of Household must transfer to another unit based on family composition, AHA shall notify Head of Household that he or she may ask for an explanation stating the specific grounds of AHA's determination, and that if Head of Household does not agree with the determination, he or she may request a hearing under the Grievance Procedure.

8. OBLIGATIONS OF AHA

(A) AHA Duties

AHA agrees:

- (1) To maintain the Unit and the Community in a decent, safe and sanitary condition;

- (2) To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
- (3) To make necessary repairs to the Unit;
- (4) To keep Community buildings, facilities, and common areas, not otherwise assigned to Head of Household for maintenance and upkeep, in a clean and safe condition;
- (5) 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 by AHA;
- (6) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the Unit by any Resident in accordance with Section 9;
- (7) To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage), except where the building that includes the 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 Head of Household and supplied by a direct utility connection;
- (8)(a) To notify Head of Household of specific grounds for any proposed adverse action by AHA. (Such adverse action includes, but is not limited to, a proposed Lease termination, transfer of Residents to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.);
 - (b) When AHA is required to afford Head of Household the opportunity for a hearing under the AHA's Grievance Procedure for a grievance concerning a proposed adverse action:
 - (i) The notice of proposed adverse action shall inform Head of Household of the right to request such hearing. In the case of a lease termination, a Notice of Lease Termination, in accordance with Section 15, shall constitute adequate notice of proposed adverse action.
 - (ii) In the case of a proposed adverse action other than a lease termination, AHA shall not take the proposed action until the time for Head of Household to request a grievance hearing has expired, and (if a hearing was timely requested by Head of Household) the grievance process has been completed;
- (9) To comply with the Violence Against Women Act (VAWA) and any federal regulations enacted pursuant to VAWA, including those that apply if a current or future resident is or becomes a victim of domestic violence, dating violence, sexual assault, or stalking, in which case AHA will consider lease bifurcation; and
- (10) To provide reasonable accommodations to Residents with disabilities to the extent required by law.

(B) Limitation of AHA's Liability

All Residents are urged to obtain insurance for their personal property as AHA's insurance does not cover Residents' losses. All personal property brought into the Unit or on or near the Premises shall be at Residents' sole risk, and AHA shall not be liable to any Resident or any other person for any damage, loss, theft, or destruction thereof unless caused by the negligence or intentional acts of AHA. AHA shall not be liable for damages caused to any Resident by criminal acts of a third party. In addition, AHA shall not be liable to Head of Household or any Resident's guest for any damage whatsoever, whether injury to the person or property, except damage directly caused by a negligent or intentional act or omission by AHA. AHA makes no warranties about, and shall not be liable for any failure of any of the electrical, plumbing, sanitary, heating, ventilating systems, or any of the other facilities or equipment or appliances. This disclaimer of liability includes, but is not limited to, the loss of food in any refrigerator or freezer, whether or not the loss of food was caused by failure of AHA owned equipment, electrical wiring, or any other cause.

9. OBLIGATIONS OF HEAD OF HOUSEHOLD

(A) Head of Household agrees:

- (1) Not assign this Lease or to sublease the Unit;
- (2) Not to provide accommodations for boarders or lodgers, or to allow any individual not listed in Section 3(A) above to stay overnight for more than two (2) consecutive nights in any seven (7) day period or a total of three (3) nights in any thirty (30) day period, or to allow former AHA residents who have been evicted to stay overnight in the Unit.
- (3) To use the Unit solely as a private dwelling for Head of Household and the Residents identified in Section 3(A) above, and not to use or permit its use for any other purpose;
- (4) To abide by necessary and reasonable regulations promulgated by AHA for the benefit and well-being of the Community and the tenants, which regulations are set forth in the ACOP and shall be posted in AHA's Central Office and are incorporated by reference herein;
- (5) To comply with all obligations imposed upon tenants by applicable provisions of state and local building and housing codes materially affecting health and safety;
- (6) To keep the Unit and such other areas as may be assigned to Head of Household for Head of Household's exclusive use in a clean and safe condition;
- (7) To dispose of all garbage, rubbish and other waste from the Unit in a sanitary and safe manner, not to let such material accumulate in or around the Unit, and to comply with the sanitation ordinances of the Unified Government of Athens-Clarke County;
- (8) To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators;
- (9) To refrain from, and to cause the household and guests to refrain from destroying, defacing, damaging, or removing any part of the Unit or Premises;
- (10) To pay reasonable charges (other than for wear and tear) for the repair of damage to the Unit, or to the Premises (including damages to Community buildings, facilities or common areas) caused by Head of Household, a Resident, or a guest;

- (11) To act, and cause Residents or guests to act, in a manner which will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the Community in a decent, safe, and sanitary condition;
- (12) To assure that Head of Household, Residents, guests, or another person under Head of Household's control shall not engage in:
- (a) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents; or
 - (b) Any drug-related criminal activity on or off Community property;
 - (c) An abuse or pattern of abuse of drugs or alcohol that affects the health, safety, or right to peaceful enjoyment of the Community by other residents;
- (13) To make no alterations or repairs or redecorations to the interior of the Unit or to the equipment, nor to install additional equipment or appliances without written consent of AHA. To make no changes to locks or install new locks on exterior doors without AHA's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the Unit (a reasonable number of picture hangers excepted) without authorization by AHA.
- (14) To act in a cooperative manner with other residents and AHA staff, and to refrain from and cause Residents and guests to refrain from acting or speaking in an abusive or threatening manner toward other residents and AHA staff;
- (15) Not to display, use, or possess or allow Residents or guests to display, use or possess any illegal firearms (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of Georgia, or "BB" or "air" guns, anywhere on the property of AHA;
- (16) To take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials upon Community property;
- (17) 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 Unit;
- (18) To refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the Unit except in accordance with the Pet Policy, unless a verified disability warrants the possession of a service animal or companion animal;
- (19) Not to allow anyone who has been issued a "Barred Notice" into the Unit or onto Community property;
- (20) To perform at least eight (8) hours of community service per month unless the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because he/she is working, attending an educational institution, or participating in some other qualified training program;
- (21) To use reasonable care to keep the Unit in such condition as to ensure proper health and sanitation standards for Head of Household, Residents, and neighbors. **HEAD OF HOUSEHOLD SHALL NOTIFY AHA PROMPTLY OF KNOWN NEED FOR REPAIRS TO THE UNIT, and of known unsafe or unsanitary conditions in the Unit or in Community common**

areas and grounds. Failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs;

(22) To remove from AHA property any vehicles without valid registration stickers, and to refrain from parking any vehicles in any right-of-way or fire lane or anywhere other than an AHA-designated parking area. Any inoperable or unregistered vehicle will be removed from AHA property at Head of Household's expense. Automobile repairs are not permitted on Community property.

(23) To pay debts or obligations incurred under this Lease and any prior lease, including, without limitation, rent, retroactive rent, repair charges, excess utility charges, security deposits, move-out charges, and charges for damage other than normal wear and tear;

(24) To pay for damage caused by any fire that AHA or the Athens-Clarke County Fire Department determines was due to the negligence or fault of Head of Household or any Resident or guest;

(25) To enroll all Residents between the ages of six (6) and sixteen (16) in a public school, private school, or a home study program meeting state requirements and ensure said Residents' regular attendance in such school or program; and

(26) To ensure that all Residents and guests under the age of eighteen (18) comply with the Athens-Clarke County curfew ordinance.

VIOLATION OF ANY PROVISION OF SECTION 9 SHALL BE CONSIDERED A SERIOUS VIOLATION OF THE MATERIAL TERMS OF THIS LEASE AND SHALL BE CAUSE FOR TERMINATION OF THE LEASE.

10. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY

Head of Household agrees to immediately notify AHA if the Unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants. AHA shall repair the Unit within a reasonable time after receiving such notice, provided, however, that if the damage was caused by Head of Household, Residents, or their guests, the reasonable cost of the repairs shall be charged to Head of Household. If necessary repairs to the Unit cannot be made within a reasonable time, AHA shall offer standard alternative accommodations, if available. If necessary repairs to the Unit cannot be made within a reasonable time, and alternative accommodations are unavailable, 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 Head of Household rejects alternative accommodations or if Head of Household, Residents, or their guests caused the hazardous condition.

11. INSPECTIONS BEFORE OCCUPANCY AND TERMINATION

(A) Move-in Inspection

AHA and Head of Household shall inspect the Unit prior to occupancy. AHA will furnish Head of Household a written statement of the condition of the Unit, and the equipment provided with the Unit. The statement shall be signed by AHA and Head of Household, and a copy of the statement shall be retained by AHA in Head of Household's folder.

(B) Move-out Inspection

AHA shall inspect the Unit at the time Head of Household vacates the Unit, and shall furnish Head of Household a statement of any charges to be made for maintenance and repair beyond normal wear and tear. Head of Household may be present at the Move-out Inspection unless the Unit is vacated without the required notice to AHA.

12. RIGHT OF ENTRY

AHA shall, upon at least two days' advance notice to Head of Household, be permitted to enter the Unit during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvement or repairs, or to show the Unit for re-leasing.

AHA may enter the Unit at any time without advance notice when there is reasonable cause to believe that an emergency exists.

If Head of Household and all adult Residents are absent from the Unit at the time of entry, AHA shall leave in the Unit a written statement specifying the date, time and purpose of entry prior to leaving the Unit.

13. NOTICE

(A) Notice to Head of Household

Notice to Head of Household shall be in writing and deemed given when delivered to Head of Household or to any adult residing in the Unit, or placed in the mail properly addressed to Head of Household, first-class postage prepaid. If Head of Household is visually impaired, notice will be provided by AHA in an accessible format.

(B) Notice to AHA

Any notice to AHA must be in writing, delivered to the Central Office, or sent by prepaid first-class mail, properly addressed as follows:

Athens Housing Authority
300 S. Rocksprings Street
P.O. Box 1469
Athens, Georgia 30603-1469

14. TERMINATION OF THE LEASE

(A) Termination by Head of Household

This Lease may be terminated by Head of Household at any time by delivering to AHA a signed Notice of Intent to Vacate at least five (5) days prior to the termination date. If Head of Household fails to give proper notice, he or she will be responsible for payment of thirty (30) days rent from the date notice is given, or keys are returned, or the vacant unit is discovered by AHA. If Head of Household transfers to another AHA-operated dwelling unit, unpaid rent and/or other charges under this Lease must be paid prior to the effective date of the new lease.

This Lease shall terminate upon the death of Head of Household.

This Lease shall terminate upon the abandonment of the Unit by Head of Household.

(B) Termination by AHA

AHA may terminate this Lease for any serious or repeated violation of the material terms of the Lease, such as the failure to make payments due under the Lease or to fulfill the obligations set forth in Section 9, being over the income limit for the program, or for other good cause.

Such serious or repeated violation of the material terms of this Lease shall include, but not be limited to:

- (1) The failure to pay rent or other payments when due;
- (2) Any misrepresentation, regardless of whether it is intentional or not, of family income, assets, or composition;
- (3) Failure to supply, in a timely fashion, any certification, release, information, or documentation on family income or composition needed to process annual reexaminations or interim redeterminations;
- (4) Serious or repeated damage to the Unit or the Community, or creation of physical hazards in the Unit or the Community common areas, grounds, or parking areas;
- (5) Criminal activity by Head of Household, Residents, guest, or other persons under Head of Household's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of AHA's public housing by other residents or persons residing in the immediate vicinity of the Community, or any drug-related criminal activity;
- (6) Offensive weapons or illegal drugs seized in an AHA unit by a law enforcement officer;
and
- (7) Any fire on Community property caused by carelessness or unattended cooking.

Termination for other good cause shall include, but not be limited to, discovery of any fact that makes Head of Household ineligible for occupancy, including without limitation, that a Resident listed in Section 3(A) is subject to lifetime registration as a sex offender, that Head of Household or any other Resident has been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing, that Head of Household or any other Resident provided materially false statements or engaged in fraud in connection with an application for assistance or an annual re-examination or interim re-determination, that a Resident failed to comply with the community service requirements, or that Head of Household failed to timely accept revisions to this Lease when provided on a form adopted by AHA in accordance with federal regulations.

(C) Notice of Lease Termination

AHA shall give written notice of the Lease termination of:

- (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):
 - (a) If the health or safety of other tenants, AHA employees, or other persons residing in the vicinity of the Community is threatened; or
 - (b) If Head of Household or any Resident has engaged in any drug-related criminal activity or violent criminal activity; or
 - (c) If Head of Household or any Resident has been convicted of a felony.
- (3) 30 days in any other case, except that if a state or local law allows for a shorter notice period, such shorter period shall apply.

AHA's notice of termination to Head of Household shall state the specific grounds for the termination and the specific Lease provisions violated, shall inform Head of Household of his right to make such reply as he may wish, and his right to examine AHA documents directly relevant to the termination.

When AHA is required to offer Head of Household the opportunity for a grievance hearing, the notice shall inform Head of Household of the right to request such a hearing in accordance with AHA's Grievance Procedure, which is incorporated by reference herein and is posted in AHA's Central Office.

When AHA is required to offer Head of Household the opportunity for a grievance hearing concerning the lease termination under the Grievance Procedure, the Lease shall not terminate until the time for Head of Household to request a grievance hearing has expired, or (if a hearing is requested) the grievance process has been completed.

When AHA is not required to offer Head of Household the opportunity for a hearing under the Grievance Procedure, the notice of lease termination shall (a) state that Head of Household is not entitled to a grievance hearing on the termination, (b) specify the judicial eviction procedure to be used by AHA 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.

(D) Nonrenewal

This Lease shall not be renewed if Head of Household or any Resident has violated the requirement for performance of community service or participation in an economic self-sufficiency program in accordance with federal regulations.

(E) Non-waiver

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

15. HANDLING OF PROPERTY AFTER REPOSSESSION OF UNIT

Any personal property remaining in the Unit or elsewhere on AHA property after seven (7) calendar days following the termination of this Lease shall be deemed abandoned. AHA may store such property in the Unit, or elsewhere, or dispose of it. Costs for storage or disposal shall be assessed to Head of Household.

If AHA recovers possession of the Unit pursuant to a court order, any personal property located in the Unit on the day the Writ of Possession is executed shall be deemed abandoned. AHA shall have no obligation to store such property, and may immediately dispose of it as provided above.

Head of Household and each Resident agree to hold AHA harmless for any damage to any of their personal property remaining in the Unit or elsewhere on AHA property for any period of time beyond the termination of this Lease.

16. ENTIRE AGREEMENT AND SUBSEQUENT MODIFICATIONS

This Lease and the documents incorporated by reference herein and listed on the last page following the parties' signatures shall be the entire agreement between the parties. No prior or contemporaneous agreement or understanding shall be binding upon either party. Modification of this Lease will be accomplished only by a written agreement signed by both parties, except for changes in rent made pursuant to Section 7 or amendments as set forth below. AHA may, from time to time, make changes or amendments to the Schedule of Charges, Schedule of Utility Allowances, and any and all other rules, regulations, schedules or procedures herein or incorporated by reference herein, all of which are conspicuously posted in AHA's Central Office, and any and all such changes and amendments shall become a part of this Lease, provided that prior to any change or amendment becoming effective, AHA shall provide at least thirty (30) days written notice to Head of Household setting forth the proposed change or amendment, the reasons therefor, and providing Head of Household an opportunity to make written comments when required by federal regulations. This notice shall be served on Head of Household in accordance with Section 14.

17. COSTS AND ATTORNEYS' FEES

In any court proceeding brought to enforce any of the terms of this Lease, including any action to collect rent or other charges or to dispossess Head of Household of the Unit, the prevailing party shall be entitled to recover all court costs and reasonable attorneys' fees from the other party.

18. SEVERABILITY

Should any term of this Lease be held unenforceable for any reason whatsoever, including unconstitutionality, the remainder shall remain in full force and effect.

I HAVE RECEIVED A COPY OF THIS LEASE, AND I HEREBY DECLARE THAT THE STATEMENTS GIVEN IN MY APPLICATION FOR ADMISSION OR RECERTIFICATION FOR CONTINUED OCCUPANCY ARE TRUE AND CORRECT. I UNDERSTAND THAT IF THESE STATEMENTS ARE FOUND TO BE UNTRUE, THIS LEASE MAY BE TERMINATED, AND I MAY BE REQUIRED TO VACATE THE UNIT.

I UNDERSTAND THAT WITHHOLDING INFORMATION OR GIVING FALSE INFORMATION RELATIVE TO THE DETERMINATION OF ELIGIBILITY, AMOUNT OF RENT OR WHO WILL OCCUPY THE UNIT, OR MAKING FALSE STATEMENTS OR REPRESENTATIONS TO ANY REPRESENTATIVE OF THE ATHENS HOUSING AUTHORITY MAY BE CONSIDERED AN INTENT TO DEFRAUD UNDER O.C.G.A. § 16-9-55, AND MAY BE PUNISHABLE WITH A FINE OF UP TO \$1,000.00 AND/OR A PRISON TERM UP TO ONE (1) YEAR. EACH PERSON SIGNING THIS LEASE AGREES THAT ALL OF THE PROVISIONS IN THE LEASE HAVE BEEN READ AND UNDERSTOOD.

**THE HOUSING AUTHORITY OF THE
CITY OF ATHENS, GEORGIA**

HEAD OF HOUSEHOLD

AUTHORITY REPRESENTATIVE
DATE: _____

_____(SEAL)
PRINTED NAME: _____
DATE: _____

OTHER RESIDENTS:

_____(SEAL)
PRINTED NAME: _____
DATE: _____

_____(SEAL)
PRINTED NAME: _____
DATE: _____

_____(SEAL)
PRINTED NAME: _____
DATE: _____

DOCUMENTS INCORPORATED BY REFERENCE

Admission and Continued Occupancy Policy
Schedule of Charges
Schedule of Utility Allowances
Rules of Resident Conduct/House Rules
Community Service/Economic Self-Sufficiency
Policy
Schedule of Rents
Barbeque Grill / Fire Policy