

# **HOME Investment Partnerships Program**

## **Community Development Block Grant**

## **Rental Assistance Contract**

This Tenant Based Rental Assistance contract (the “**Contract**”) is entered into between the **City of North Miami** (“Program Administrator”), **PRIME AUTO INSURANCE, INC. & MULTI SERVICES, INC.** (“Owner”), and **Chrislet & Guerlyne Laguerre** (“Tenants”) as of the “**Contract Start Date**” as such terms are identified in **Exhibit A, Project Specific Information**, attached to and incorporated within this Contract.

### **SECTION 1 – OVERVIEW**

This Contract outlines the roles, responsibilities, and obligations of the Program Administrator, Owner, and Tenant under an emergency Tenant Based Rental Assistance (“**ETBRA**”) Program (the “**Program**”), as described herein, funded by the City of North Miami (the “**PJ**”), which is a participating jurisdiction under the HOME Investment Partnerships Program (“**HOME**”) administered by the United States Department of Housing and Urban Development (“**HUD**”) pursuant to 24 CFR part 92.

The purpose of the Program is to provide emergency housing assistance to assist the Tenant who has experienced financial hardship as a result of the COVID-19 pandemic pursuant to various flexibilities provided for in a HUD memorandum entitled “Suspensions and Waivers to Facilitate Use of HOME-Assisted Tenant-Based Rental Assistance (TBRA) for Emergency and Short-term Assistance in Response to COVID-19 Pandemic,” issued on April 10, 2020, as amended (the “**April 2020 TBRA Memo**”) and extended through September 30, 2021 (the “extended waiver period”) on December 4, 2020.

In accordance with the terms of this Contract and Program requirements, the Program Administrator has reviewed the lease agreement for the housing unit identified in Exhibit A (the “**Unit**”) and will make a Rental Assistance Payment for three (3) months not to exceed Four Thousand Dollars (\$4,000.00) to the Owner for the Unit. Under the Program, the Tenant will reside in the Unit according to the terms and conditions of the lease, included as **Exhibit B** (the “**Lease**”) and this Contract. The Owner has leased the unit to the Tenant and will continue to lease the Unit to the Tenant for occupancy with assistance under the Program, according to the terms and conditions of the Lease and this Contract.

### **SECTION 2 – TERM OF THIS CONTRACT**

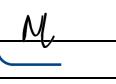
The term of this Contract commences on the Contract Start Date and ends on the earliest of (i) the “**Contract End Date**” identified in Exhibit A, (ii) the date upon which the Lease expires or is terminated, or (iii) the date upon which this Contract is terminated by the Program Administrator as a result of default by the Owner or Tenant. The term of this Contract may not extend beyond September 30, 2021, unless HUD extends the waiver authority provided by the April 10, 2020 Memorandum extended by the December 4, 2020 Memorandum (the “extended waiver period”), in which case the Parties may agree to extend the Term of this Contract to no later than such new time as HUD’s waiver of the TBRA requirements in 24 CFR 92.209 expires.

### **SECTION 3 – HOME ASSISTANCE TO BE PROVIDED**

The right of either the Owner or Tenant to receive TBRA Program assistance under this Contract is, at all times, subject to each party’s compliance with this Contract’s terms and requirements.

### **Rental Assistance Payment**

The rent due each month to the Owner under the Lease is identified in Exhibit A (the “**Contract Rent**”). The Owner shall not increase the ~~Contract Rent~~ during the term of this Contract.

Owner/Representative Initials: 

The Program Administrator will provide a one time “**Rental Assistance Payment**” in the amount identified in Exhibit A to the Owner on behalf of the Tenant. The Rental Assistance Payment will be credited against the Contract Rent otherwise due under the Lease.

The Tenant is responsible to the Owner for the “**Tenant Contribution**” identified in Exhibit A and any additional amounts due under the Lease not covered by the Rental Assistance Payment. Neither the Program Administrator nor the PJ assumes any obligation for the Tenant Contribution due monthly to the Owner, or the payment of any claim by the Owner against the Tenant. The Program Administrator's Rental Assistance Payment obligation is limited to making payment in the amount identified in Exhibit A on behalf of the Tenant to the Owner in accordance with this Contract.

## **SECTION 4 – OWNER REQUIREMENTS**

### **4.1 Owner Certification**

During the term of this Contract, the Owner certifies that:

- a) The Owner will, at all times, maintain the Unit and premises, including common areas accessible to the Tenant, in decent, safe, and sanitary condition and compliant with applicable state or local codes and rental housing requirements; and
- b) The Owner will comply in all material respects with this Contract; and
- c) The Unit is leased to and, to the best of the Owner’s knowledge, is occupied by the Tenant; and,
- d) Owner has taken no action and will not take any action to terminate the Lease and cause the Tenant to vacate the Unit without providing written notice of such action to the Tenant and the Program Administrator; and
- e) Other than the Tenant’s Contribution, the Owner has not received and will not receive any payments or other consideration (from the Tenant, HUD, or any other public or private source) for rental of the Unit during the Term of this Contract except as identified in Exhibit A; and
- f) To the best of the Owner’s knowledge, the Unit is used solely as the Tenant’s principal place of residence; and
- g) The Tenant does not own or have any interest in the Unit; and
- h) The Owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family of the Tenant, unless the Program Administrator has determined (and has notified the Owner and the Tenant of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

### **4.2 Rental Assistance Payments and Overpayment**

The right of the Owner to receive payments under this Contract shall be subject to compliance with this Contract’s provisions. The Owner agrees that, absent written notice to the Program Administrator and

return of the Rental Assistance Payment, acceptance of the Rental Assistance Payment shall be conclusive evidence that the Owner received the full amount due.

Throughout the term of this Contract, Owner agrees to waive any late fees associated with the Rental Assistance Payment, provided that such payment is issued by the Program Administrator by the agreed upon date.

Owner/Representative Initials:

DS  
M

If the Program Administrator determines that the Owner was not entitled to any payments received, in addition to other remedies, the Program Administrator may require Owner to refund any overpayment to the Program Administrator.

#### **4.3 Property Standards**

Owner must maintain the Unit, and any common areas of the property accessible to the Tenant under the Lease, in decent, safe and sanitary condition and comply with all applicable state or local codes and requirements for rental properties.

Upon notice by the Program Administrator following any inspection (whether conducted in-person or virtually in accordance with the Program guidelines), Owner will promptly correct any violations of Program requirements and this Contract. If the Owner fails to correct such violations, the Program Administrator may terminate this Contract and the Rental Assistance Payment even if the Tenant continues occupancy under the Lease.

Owner/Representative Initials:

M

#### **4.4 Lead Based Paint**

In accordance with 24 CFR 92.355, Owner will incorporate ongoing lead-based paint maintenance activities into regular building operations and will maintain all painted surfaces in the Unit and common areas accessible by the Tenant, conduct visual assessment of painted surfaces at least annually, and stabilize deteriorated paint following safe work practices.

#### **4.5 Prohibition of Discrimination**

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations:

- a) The Owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with this Contract. Eligibility for HUD's programs, including this Program, must be made without regard to actual or perceived sexual orientation, gender identity, or marital status; and
- b) The Owner must cooperate with the Program Administrator and HUD in conducting any equal opportunity compliance reviews and complaint investigations in connection with this Contract; and
- c) The Owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and HOME Program regulations.

#### **4.6 Inspections, Records, and Cooperation**

The Owner agrees to provide any information pertinent to this Contract which the Program Administrator, PJ, or HUD may reasonably require. Further, upon reasonable notice to the Owner, Owner agrees to

provide access to the Program Administrator, PJ, HUD, or their representatives to the Unit, the property on which the Unit is located, and the Owner's records (wherever located) relevant to this Contract and compliance with Program requirements. The Owner further agrees to provide access to such records to the Comptroller General of the United States (commonly known as the Government Accountability Office or "GAO"). The Owner must grant access to relevant computerized or other electronic records and to any computers, equipment, or facilities containing such records, and must provide any information or assistance needed to access the records. Such rights to inspect and review will not expire until five (5) years after the date of expiration or termination of this Contract.

## SECTION 5 – TENANT REQUIREMENTS

### 5.1 Tenant Certification and Representations

During the term of this Contract, Tenant hereby certifies that:

- a) Tenant has truthfully and fully disclosed all information required by the Program Administrator in Tenant's application for assistance, including but not limited to disclosure of all household income; and
- b) The Unit is the Tenant's primary place of residence; and
- c) Other than the Rental Assistance Payment, the Tenant has not received and will not receive any payments or other consideration (from a federal agency or any other public or private source) for rental of the Unit during the Term of this Contract other than those disclosed to the Program Administrator in the application for assistance or as otherwise required herein; and
- d) Tenant has not and will not sublet the Unit, allowed undisclosed persons to occupy the Unit as part of the Tenant's household; and
- e) The Tenant does not own or have any interest in the Unit; and,
- f) The Tenant (including a principal or interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the Owner's family, unless the Program Administrator has determined (and has notified the Owner and the Tenant of such determination) that approving assistance to the Tenant, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities; and
- g) As of the date of this Contract, the Tenant's household occupying the unit includes the following members:

| Name (First, M., Last) | Party to Lease                      | Minor/Under 18           |
|------------------------|-------------------------------------|--------------------------|
| Chrislet Laguerre      | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Guerlyne Laguerre      | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

### 5.2 Tenant Obligations

During the term of this Contract, Tenant will:

- a) Promptly pay, when due, any portion of the Contract Rent (or other fees due to the Owner under the Lease) not paid by the Rental Assistance Payment; and
- b) Comply with the Lease in all material respects; and
- c) Promptly notify the Program Administrator of (i) any intention to terminate the Lease and/or vacate the Unit or (ii) the presence of any physical deficiencies in the Unit that present an immediate danger to health and safety (e.g. electrical shorts, gas leaks, etc.) that have not been addressed by the Owner; and

- d) Pursuant to the Lease and the Contract, provide access to the Unit to the Program Administrator, PJ, HUD, or their authorized representatives for the purpose of conducting inspections; and
- e) Provide such information or documentation required by the Program Administrator, PJ, or HUD to determine compliance with this Contract, Program requirements, or other applicable federal laws and regulations; and
- f) Provide prompt notice to the Program Administrator of the anticipated receipt of other rental assistance from any other source whether public or private, including but not limited to the Section 8 Housing Choice Voucher Program.

## **SECTION 6 – PROGRAM ADMINISTRATOR ROLE**

The Program Administrator will (i) determine Tenant and Owner's eligibility for participation in the Program, (ii) monitor Tenant and Owner's compliance with the terms of this Contract, the Program, and HOME regulations, and (iii) provide HOME Assistance to or on behalf of the Tenant as described herein.

The Program Administrator does not assume any responsibility for, or liability to, any person injured as a result of either the Owner or Tenant's action or failure to act in connection with the implementation of this Contract or as a result of any other action or failure to act by either the Owner or Tenant.

The Owner is not the agent of the Program Administrator and this Contract does not create or affect any relationship between the Program Administrator and any lender to the Owner, or any suppliers, vendors, employees, contractors, or subcontractors used by the Owner in connection with this Contract.

The Program Administrator does not guarantee and is in no way responsible to the Owner for Tenant's performance under the Lease or for any damages of any sort caused by the Tenant's action or failure to act under the Lease.

Nothing in this Contract shall be construed as creating any right of:

- a) The Tenant to enforce this Contract against the Owner; or
- b) The Owner to enforce this Contract against the Tenant; or
- c) For either the Owner or Tenant to make any claim against HUD or PJ; or
- d) For either Owner or Tenant to make any claim against the Program Administrator other than for the payment of the Rental Assistance Payment due under this Contract.

Other than any rights claimed by HUD to pursue claims, damages, or suits of any sort, nothing in this Contract will be construed to give any third party a right to pursue any claims against HUD, PJ, or the Program Administrator under this Contract.

## **SECTION 7 – MODIFICATIONS TO LEASE**

Notwithstanding any other provisions in the Lease, during the term of this Contract Owner and Tenant mutually agree that:

- a) Termination of Tenancy. Any termination of the lease must also comply with all applicable state or local laws, ordinances, regulations, or similar requirements, including as may be applicable emergency orders restricting evictions during declared emergencies or disasters; and

Owner/Representative Initials: 

Tenant Initials:  

## **SECTION 8 – DEFAULT AND ENFORCEMENT**

### **8.1 Default**

Any of the following will be deemed a default under this Contract:

- a) Any violation of this Contract by the Tenant or Owner; or
- b) A determination by the Program Administrator that the Tenant or Owner has committed fraud or made a false or materially incomplete statement in connection with the Program or this Contract, or has committed fraud or made any false statement in connection with any federal housing assistance program; or
- c) Any fraud, bribery, or any other corrupt or criminal act by a party to this Contract in connection with any Federal Housing assistance program; or
- d) Any determination, in the sole and exclusive judgement of the Program Administrator, that either Tenant or Owner has materially violated the terms of the Lease.

### **8.2 Enforcement**

In the event of a default, the Program Administrator will notify the defaulting party in writing, specifying the nature of the default, required corrective actions, and the deadline for correction. In the event the defaulting party does not cure the default within the time period provided, as may be appropriate based on the defaulting party and nature of the default, Program Administrator may:

- a) Terminate the Owner's or Tenant's participation in the Program and cancel future payments to or on behalf of the Tenant; or
- b) Require the return of payments related to the default made under this Contract; or
- c) Apply to any appropriate court, state or federal, for specific performance, in whole or in part, of the provisions and requirements contained herein or for an injunction against any violation of such provisions and requirements; or
- d) Apply to any appropriate court, state or federal, for such other relief as may be appropriate and allowed by law, since the injury to the Tenant or Program Administrator arising from a default under any of the terms of this Contract would be irreparable and the amount of damage would be difficult to ascertain.

Any delay by the Program Administrator in exercising any right or remedy provided herein or otherwise afforded by law or equity shall not be a waiver of or preclude the exercise of such right or remedy. All such rights and remedies shall be distinct and cumulative and may be exercised singly, serially (in any order), or concurrently, and as often as the occasion therefore arises.

## **SECTION 9 – MISCELLANEOUS PROVISIONS**

### **9.1 Conflict of Interest**

Pursuant to HOME regulations at 24 CFR 92.356, no employee, agent, consultant, officer, or elected official or appointed official of the PJ or the Program Administrator, individually known as a “**Covered Person**,” that exercises or has exercised any functions or responsibilities with respect to HOME-assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to HOME-assisted activities, is eligible to receive HOME assistance under this Program or to have a financial interest in or obtain a financial benefit from any contract, subcontract, or other agreement with respect to the HOME-funded activities contemplated in this Contract or the proceeds from such activities. This provision applies to both Covered Persons and those with whom they have business or

immediate family ties, during their tenure with the PJ or Program Administrator and for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a Covered Person.

Owner hereby certifies that, to the best of its knowledge and belief, it has no Conflict of Interest associated with participation in this Program. Owner, including the underlying individual owners if the Owner is a corporation, partnership, or other such entity, is not a Covered Person or an immediate family member of a Covered Person and has no business relationships with a Covered Person.

Tenant hereby certifies that, to the best of its knowledge and belief, they have no Conflict of Interest associated with participation in this Program. Neither Tenant nor another member of the household is a Covered Person or an immediate family member of a Covered Person and has no business ties with a Covered Person.

## **9.2 Assignment**

Neither the Owner nor the Tenant may transfer or assign this Contract to any other party without the prior written approval of the Program Administrator. Any approval of assignment will be in the sole discretion of the Program Administrator and, if approved, is contingent upon the assignee assuming all obligations of the assigning party in writing.

If the Owner requests the Program Administrator consent to assign this Contract to a new owner, the Owner shall supply any information as required by the Program Administrator pertinent to the proposed assignment.

## **9.3 Entire Contract, Interpretation, and Amendments**

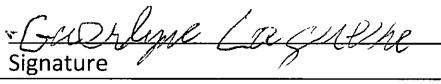
- a) The Contract contains the entire agreement between the Owner and Program Administrator and between the Tenant and Program Administrator.
- b) In the event of a question about the meaning or interpretation of any provision, requirement, or term in this Contract, the Contract shall be interpreted and implemented in accordance with all Program requirements, statutory requirements, and HUD requirements, including the HOME program regulations at 24 CFR part 92 and the April 2020 TBRA Memo. The determination of the Program Administrator, who may seek input from PJ and/or HUD as appropriate, will be final.
- c) No changes or amendments may be made to this Contract except those made in writing and signed by all parties hereto.

## **9.4 Headings and Pronouns**

The headings of the paragraphs in this Contract are for convenience only and do not affect the meanings or interpretation of the contents. Where appropriate, all personal pronouns used herein, whether used in the masculine, feminine or neutral gender, shall include all other genders and singular nouns used herein shall include the plural and vice versa.

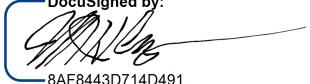
**IN WITNESS THEREOF**, the Tenant, Owner, and Program Administrator have indicated their acceptance of the terms of this Contract, including the Exhibits hereto, which are incorporated herein by reference, by their signatures below on the dates indicated.

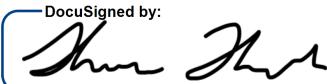
|              |  |   |                 |
|--------------|--|---|-----------------|
| <b>Owner</b> | DocuSigned by:<br><br>6B9A243D53864EF...<br>Owner/Landlord Representative Signature | Nicole Louissaint<br>PRIME AUTO INSURANCE, INC. &<br>MULTI SERVICES, INC.<br>Owner/Property Manager | Date: 2/26/2021 |
|--------------|--|---|-----------------|

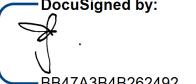
|               |  |                             |                |
|---------------|--|-----------------------------|----------------|
| <b>Tenant</b> | <br>Signature | Chrislet Laguerre<br>Tenant | Date: 02-25-21 |
| <b>Tenant</b> | <br>Signature | Guerlyne Laguerre<br>Tenant | Date: 02.25.21 |

|                              |  |   |                 |
|------------------------------|--|---|-----------------|
| <b>Program Administrator</b> | DocuSigned by:<br><br>B98C99AB13F54BA<br>Authorized Representative Signature | Alberte Bazile<br>Program Administrator | Date: 2/26/2021 |
|------------------------------|--|---|-----------------|

**Attest:** **City of North Miami, a Florida Municipal Corporation**

|   |  |   |                 |
|---|--|---|-----------------|
| <b>Approve as to Form and Legal Sufficiency</b> | DocuSigned by:<br><br>8AF8443D714D491...<br>Signature | Jeff P.H. Cazeau, Esq.<br>City Attorney | Date: 2/26/2021 |
|---|--|---|-----------------|

|  |  |  |                |
|--|--|--|----------------|
| DocuSigned by:<br><br>E0514CC216694D9...<br>Signature | DS<br><br>Signature | Theresa Therilus, Esq.<br>City Manager | Date: 3/3/2021 |
|--|--|--|----------------|

|  |  |                                    |                |
|--|--|------------------------------------|----------------|
| DocuSigned by:<br><br>BB47A3B4B262492...<br>Signature |  | Vanessa Joseph, Esq.<br>City Clerk | Date: 3/3/2021 |
|--|--|------------------------------------|----------------|

**EXHIBIT A: PROJECT SPECIFIC INFORMATION**

| <b>Parties to this Contract</b>   |  |  |
|---|--|--|
| <b>Program Administrator</b>  | City of North Miami                                      |  |
| <b>Owner</b>  | PRIME AUTO INSURANCE, INC. & MULTI SERVICES, INC.        |  |
| <b>Tenant</b>   | Chrislet & Guerlyne Laguerre                             |  |
| <b>Contract Dates</b>   |  |  |
| <b>Contract Start Date:</b> 3/3/2021  | <b>Contract End Date:</b> 09/30/2021                     |  |
| <b>Unit &amp; Lease Information</b>   |  |  |
| <b>Unit</b> (Address and Unit #): 12240 NE 8th Ave, Apt 2, North Miami, FL, 33161   |  |  |
| Lease Start Date: 09/01/2017  | Lease End Date: Month-To-Month                           |  |
| <b>Contract Rent</b> (total due under Lease): \$1,200.00 per month  |  |  |
| <b>Rental Assistance</b>  |  |  |
| <b>Tenant Contribution:</b> \$ per month  | <b>Rental Assistance Payment:</b> \$3,600.00 (Max award) |  |
| <b>Rental Assistance from Other Programs</b>  |  |  |
| Is other rental assistance (e.g. Section 8/State/Local funds) received? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |  |  |
| If yes, monthly amount of \$0.00 paid to <input type="checkbox"/> Tenant or <input type="checkbox"/> Owner from (source):                   |  |  |
| <b>Payment Information</b>  |  |  |
| Rent Payable to:  | 13020 NE 6th Ave Prestige Courtyard, LLC                 |  |
| Mailing Address:  | 14050 NE 6 Avenue, Office 100, North Miami, FL, 33161    |  |
| <b>Electronic<br/>Payment<br/>Instructions</b>  | Financial Institution:                                   | N/A Check will be issued to Landlord/Owner |
|   | Routing Number:  |  |
|   | Account Number   |  |
|   | Account Holder Name:                                     |  |

**EXHIBIT B: EXISTING LEASE**

*{Attach copy of the Lease for the HOME-TBRA assisted Unit}*

# PRIME AUTO INSURANCE & MULTI SERVICES, INC

OFFICE: 14538 West Dixie Hwy. Miami, FL 33161  
Telephone: (305) 949-9351      Fax: (305) 949-9352

## MONTH TO MONTH LEASE AGREEMENT

This Lease Agreement is made effective as of **September 1, 2020**, by and between PRIME AUTO INSURANCE, INC ("Landlord"), and **CHRISLET LAGUERRE and GUERLINE FRANCOIS LAGUERRE** ("Tenants"). The parties agree as follows:

**PREMISES:** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenants **CHRISLET LAGUERRE and GUERLYNE FRANCOIS LAGUERRE** the "Premises described as: one (2) Bedrooms Apartment, located at **12240 NE 8<sup>th</sup> Ave. Apt. # 2, North Miami, FL 33161** at a monthly rental of **\$1,200.00 (one thousand two hundred)** and 00/100 dollars payable monthly in advance on the 1<sup>st</sup> of each and every month, on the following **TERMS AND CONDITIONS:**

**POSSESSION:** Tenants shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

**USE OF PREMISES/ABSENCES:** Tenants shall occupy and use the Premises as a dwelling unit. Tenants shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

**ENTIRE AGREEMENT/AMENDMENT:** This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**SEVERABILITY:** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it construed, and enforced as so limited.

**OCCUPANTS:** The said Premises shall be occupied by no more than **two (2) adults and four (4) children.**

**PETS:** **No pet is allowed on premises** without the consent of the Landlord. The tenants are allowed to have their pet bird on the premises.

**ORDINANCES AND STATUTES:** Tenants shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the Premises.

Lease Agreement

**REPAIRS OR ALTERATIONS:** Tenants shall be responsible for damages causes by their negligence and that of their family or invitees and guests. Tenants shall not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of the Landlord. All alterations, additions, or improvements made to the premises with the consent of the Landlord shall become the property of the Landlord and shall remain upon and be surrendered with the premises.

**UPKEEP OF PREMISES:** Tenants shall keep and maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender the premises to Landlord in as good condition as when received, ordinary wear and damage by the elements excepted.

**ASSIGNMENT AND SUBLetting:** Tenants shall not assign this Agreement or sublet any portion of the premises without prior written consent of Landlord.

**UTILITIES AND SERVICES:** Tenants shall be responsible for the payment of all utilities and services, except (check one)  water,  \*\*electric, which shall be paid by Landlord. \*\*If the electricity is included in the rent, in the event the electric usage exceeds normal usage, all tenants in the building will be assessed a percentage of the usage (  % for this unit) independent of the rental amount.

**DEFAULTS:** Tenants shall be in default of this Lease if Tenants fail to fulfill any lease obligation or term by which Tenants are bound. Subject to any Governing provisions of law to the contrary, if Tenants fail to cure any financial obligation within \_\_\_\_\_ days (or any other obligation within \_\_\_\_\_ days) after written notice of such default is provided by Landlord to Tenants, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's right to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenants' financial obligations under this Lease. Tenants shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenants' defaults. All sums of money or charges required to be paid by Tenants under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent".

**SECURITY:** At the time of the signing of the first Lease, Tenants have pay to Landlord, in trust, a security deposit of \$1,100.00 to be held and disbursed for Tenants damages to the Premises (if any) as provided by law.

**RIGHT OF ENTRY:** Landlord reserves the right to enter the demised premises at all reasonable hours for the purpose of inspection, and whenever necessary to make repair and alterations to the demised premises. Tenants are hereby grants permission to Landlord to show the demised premises to prospective purchases, mortgagees, tenants, workmen, or contractors at reasonable hours of the day.

**DEPOSIT REFUNDS:** The balance of all deposits shall be refunded within two (2) weeks from date possession is delivered to Landlord, together with a statement showing any charges made

Lease Agreement

against such deposits by Landlord. Tenants must be a resident tenant six (6) months before deposit is refunded.

**LATE PAYMENTS:** Tenants shall pay a late charge if Tenants fail to pay the rent in full on the due date. The late fee shall be \$75.00 for each payment that is not paid within 5 days after its due date. Landlord/Manager does not waive the right to issue a three day notice to pay rent or quit one (1) day after rent is due.

**NON-SUFFICIENT FUNDS:** In the event any check offered by Tenants to Landlord, in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment" or any other reason, Tenants shall pay Landlord a returned check charge in the amount of \$\_\_\_\_\_.

**TERMINATION:** This Agreement and the tenancy hereby granted may be terminated at any time by either party hereto by giving to the other party not less than one full month's prior notice in writing.

**ATTORNEY'S FEES:** The prevailing party in an action brought for the recovery of rent or other moneys due or to become due under this lease or by reason of a breach of any covenant herein contained or for the recovery of the possession of said premises, or to compel the performance of anything agreed to be done herein, or to recover for damages to said property, or to enjoin any act contrary to the provisions hereof, shall be awarded all of the costs in connection therewith, including, but not by way of limitation, reasonable attorney's fees.

**KEYS:** The Tenants will be given \_\_\_\_\_ key(s) to the Premises and \_\_\_\_\_ mailbox key (s). If all keys are not returned to the Landlord at the end of the Lease, the Tenants shall be charged \$ 25.00.

**PARKING SPACE:** Each Tenants is assigned one parking space for the parking of motor vehicle(s). Your parking space #\_\_\_\_\_.

**DOOR LOCKS:** You are not permitted to change the lock on your door without giving a key to the management.

**CONDITIONS OF THE PREMISES:** Tenants agree to: (1) immediately notify the Landlord/Manager of any defects including plumbing, water or gas leaks, electrical, etc. or any dangerous conditions in and about the premises of which they become aware; (2) reimburse the Landlord for the cost of any repairs to the premises damaged by Tenants or their guests or invitees through misuse/neglect.

**SMOKE DETECTORS:** Tenants agree to test all smoke detectors at least once a month and to report any problems to Landlord immediately.

**TENANT'S FINANCIAL RESPONSIBILITY AND RENTER'S INSURANCE:** Tenants agree to accept financial responsibility for any loss or damage to personal property belonging to the Tenants and their guests and invitees caused by theft, fire, or any other cause. Landlord/Manager assumes no liability for any such loss. Landlord/Manager recommends that Tenants obtain a

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renter's insurance policy from a recognized insurance firm to cover Tenant's, personal property damage and damage to the premises. In the event your apartment is broken into, it is your responsibility to call the police to report the breaking. The Landlord/Manager assumes no responsibility for theft losses.

**TRASH/GARBAGE ON THE PREMISES:** Do not litter; take pride in your living facilities. Do not leave bags of trash outside your front door; there is a dumpster on premises for the purpose of trash and garbage.

**ADDITIONAL TERMS AND CONDITIONS:** Tenants are not permitted to use the water faucets on premises to wash their cars. Lost keys will cost \$5.00 to replace. Clogged toilets are the Tenant's responsibility unless there is a plumbing problem affecting the entire complex.

**HOLDOVER:** If Tenants maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenants shall pay to Landlord a lease payment for the Holdover Period equal to the amount set forth in the following Renewal Terms paragraph. Such holdover shall constitute a month to month extension of this Lease.

**ENTIRE AGREEMENT:** The failure of Tenants or their guests or invitees to comply with any term of this agreement is grounds for termination of the tenancy, with appropriate notice to tenants and procedures as required by law.

**NO ILLEGAL DRUGS ALLOWED ON PREMISES.**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in duplicate the day and year first above written.

Signed in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness (if applicable)

\_\_\_\_\_  
Witness

X Leanne  
\_\_\_\_\_  
Tenant

X Barbelyne Lye  
\_\_\_\_\_  
Tenant (if applicable)

Ricole M. Druessent  
\_\_\_\_\_  
Landlord/Manager