

**Jacksonville Housing Authority
Dwelling Lease**

Client No. _____

Section 1. Parties

The Jacksonville Housing Authority (hereinafter sometimes referred as “us,” “we,” or “JHA”) does hereby lease to _____ (hereinafter referred to as “you” or “yours”), Unit Number _____ located at _____ and consisting of ____ bedrooms.

Section 2. Term

The initial term of this agreement shall begin on _____ and end at midnight on _____. Upon expiration of the term, this lease shall be automatically renewed for successive terms of one year unless terminated by JHA or you in accordance with Section 22.

Section 3. Household Members

You may only permit the following persons to occupy this unit:

Name	Sex	SSN	Birth Date	Relationship to Head of Household

Section 4. Rent

You agree to pay _____ per month as the beginning rental amount. Included in your rent is a utility allowance of _____. You understand that the unit is subsidized and rents are based upon HUD regulations. You agree that rent may be changed during the term of this lease in accordance with Section 10.

Rent will remain in effect unless adjusted in accordance with Section 6 and 10 herein. If your lease was effective after the first day of the month, we have prorated the rent for the first month. If the final period of your tenancy is less than a full month, and you have given us proper notice of your intent to vacate as described in Section 22(A), you shall only be responsible for a prorated share of the rent for that month.

JHA Initial _____
Head of Household Initial _____

Rent is due and payable on the first (1st) day of each month and shall be considered delinquent after the fifth (5th) business day of the month. Any payment received after 5:00 pm shall be considered to have been made on the following day. If you have not paid rent by the fifth (5th) business day of the month, you will be sent a delinquent rent notice, and you will be charged a late fee of twenty-five dollars (\$25.00). If rent is not paid by the expiration date on the delinquent rent notice, your file will be referred to legal counsel for the purpose of filing an eviction complaint with the courts.

All payments must be made at the Manager's Office in the community you live in; payments will only be accepted in the form of personal check, money order, or cashier's check payable to "Jacksonville Housing Authority." If one (1) personal check is returned due to non-sufficient funds, (NSF) all payments thereafter must be made by money order or cashier's check. Payments made by a third party in the form of a personal check will not be accepted unless from a payee agency. Cash will not be accepted at any location.

Section 5. Appliances

A stove and refrigerator will be furnished by us without additional cost. You agree to clean and maintain the appliances and to use them in your unit for the purpose intended.

Section 6. Utilities

Residents of some public housing communities are responsible to arrange for and maintain utility service(s) in their unit. If you are responsible for any utilities, you must make contact with the appropriate utility company for utility service(s) and maintain such service(s) during the term of your occupancy. Failure to maintain utility service(s) shall be considered a violation of this lease. Such contract(s) is solely between you and the utility company. If you are responsible to arrange for and maintain utilities for your unit, you are required to sign Addendum #14 of this Lease.

Section 7. Keys and Locks

We agree to provide two (2) keys to you for your unit upon execution of this Lease. You agree to return these keys when you vacate the unit during regular business hours. Keys returned after regular business hours are credited as returned the following business day. If you fail to do so, your account will be charged for either an additional key copy or a new lock in accordance with the Resident Charge List. If you fail to return one key, you will be charged for a new key plus labor for changing the lock. Due to health and safety issues, you agree not to install additional or different locks, bars, or gates on any door or window in the unit. If management unlocks your unit to regain entry, your account will be charged for the lockout in accordance with the Resident Charge List. Management will only unlock the unit for the head of household, spouse or co-head.

The Jacksonville Housing Authority must perform all lock services and must maintain a master key to all units.

Section 8. Condition of Dwelling Unit at Initial Occupancy

At the time of initial occupancy or when transferring into a new unit, you agree that you have inspected the unit and find the unit is safe, clean, and in good condition except as indicated on the Unit Inspection Report attached to and made part of the Lease. You also agree that all appliances and equipment are in good working condition and there is no requirement for JHA to decorate,

improve, alter, or repair the unit or any of its contents except as noted on the Unit Inspection Report. This Unit Inspection Report will be signed by you and a JHA representative. A copy will be given to you immediately after the signing and an additional copy shall be retained in your resident folder. JHA will also inspect the unit when you vacate and will furnish you with a statement of any charges for maintenance and repair beyond normal wear and tear. JHA shall provide you with the opportunity to participate in this inspection, unless you have vacated without proper notice to JHA.

Section 9. Security Deposit

You agree to pay a security deposit of \$150.00 upon the signing of this lease unless this lease is for a unit in Brentwood, in which case you agree to pay a security deposit of \$200.00. We agree to accept, retain, and return this security deposit in a manner consistent with HUD regulations and state laws. You agree and understand that this security deposit will not be applied toward rent or other amounts due under this lease during your tenancy.

At the termination of this lease, we may use the security deposit to pay unpaid rent, the cost of repairs due to intentional or negligent acts by you or your guest, any collection fees, attorney's fees and court costs caused by your failure to pay rent, make repairs, or any other charges due from you, your household, or guests. A written statement of charges to be deducted, if any, will be given to you.

The Security Deposit will be returned, after adjustments have been made, including consideration of the following:

- A. Your first full year of tenancy has been completed;
- B. At least 30 days written notice, but no more than 60 days as specified in Section 22;
- C. All rent and payments due for excess electric or repair charges are paid;
- D. The dwelling and equipment are left in clean condition; and
- E. The keys to the unit are received by JHA.

Section 10. Redetermination of Rent, Eligibility, and Unit size

Redetermination of your rent, eligibility and unit size shall be made at least once a year or during interim changes, in accordance with federal regulations. Residents remain responsible to provide, by the date specified, a signed statement giving accurate information as to household composition, ages, income, employment, assets of members of the household and any other information necessary for us to determine whether the rent should be changed, the dwelling size is still appropriate, and you are still eligible. Residents are obligated to continue the recertification process even after you have given a thirty (30) day notice to move, and remain responsible to report changes until the actual date of move-out from the unit, or until a Final Judgment of Eviction is entered. Residents must also fulfill any request from the Management Office which is necessary due to program requirements, including requests for information, documentation, or request for signature on documentation, even in cases where new information will result in a decrease in rent. Failure to do so will be considered a violation of the lease. JHA agrees to timely process documented changes until the Resident's move-out date or, in a case where an eviction is pending, until a Final Judgment of Eviction is entered.

- A. Rent as stated in Section 4 hereof shall remain in effect until revised through annual reexamination or unless:
 - 1. Your family composition changes or you have a change in income which would justify a reduction or increase in rent pursuant to the Schedule of Rents. A change in family

composition or increase or decrease in income or financial condition (e.g., change in job status, increase or decrease in child support, child care expense, medical expenses, etc.) must be reported to your community manager in writing within ten (10) business days of its occurrence.

2. If it is found that you have misrepresented the facts upon which rent is based, so that the rent you are paying is less than what should have been charged, we will increase the rent retroactively and may terminate the lease. Such increase shall be due and payable when billed.
 3. Directives are issued by the federal government that the Admissions & Occupancy Policy or method of computing rent must be changed.
- B. If any rent adjustment is required, a written notice will be provided to you by JHA pursuant to Section 18. The notice shall become an attachment to the Lease and shall amend Section 4. With rent decreases, the adjustment shall become effective the first day of the month following the day which you notified us to the change in your situation which would justify a rent decrease. With rent increases, the adjustment shall become effective the first day of the second month following receipt of information, unless the rent increase results from resident's failure to provide necessary documentation in a timely manner or from a finding of intentional misrepresentation under Section 10A (2).
- C. If we determine that the size of the dwelling unit is no longer appropriate, you agree to transfer to an appropriate size unit upon notice by us that such a dwelling unit is available. You shall be responsible for all expenses incurred in the move. A new lease shall be executed (see Section 16). You will remain eligible for continued assistance unless we terminate or do not renew your lease as set forth in Section 22.

Section 11. Obligation to Repay

If you submit false or incomplete information on any application, annual, interim reexamination, or if you fail to abide by the interim reporting requirements contained in Section 10A (1) and, as a result, are charged rent less than the amount required by HUD, you agree to pay the difference between what you are charged and the current rent. This amount is due upon receipt of written notification sent to you by JHA which details the retroactive charge. You are not required to pay undercharges in rent due solely to our failure to calculate your rent properly. If you are found to have intentionally submitted false information, you may be subjected to eviction proceedings.

If for any reason, JHA turns your debt over to a collection agency, the additional cost of the collection agency will be passed on to the resident. Thirty (30) days after your move-out JHA reserves the right to send unpaid debts or debts without current repayment agreements to a collection agency. The resident will incur an additional cost not to exceed 50% of the entire or remaining debt.

Section 12. Resident's Rights to Use and Occupy Premises

- A. You shall have the right to exclusive use and occupancy of the leased premises which shall include reasonable accommodations of your guest or visitors and, with the consent of us, may include care of foster children, foster adults, or live-in care for a member of your family.
- B. JHA residents shall not engage in a business or profit making activities within their unit or on JHA property.

Section 13. Resident and Member(s) of the Household Obligations

You agree:

- A. Not to assign, sublet, or transfer possession of the unit, nor to provide accommodation to boarders or lodgers.
- B. Not to use or permit the use of the dwelling unit for any purpose other than as a private dwelling unit solely for yourself and members of the household as named in Section 3. This does not prohibit you from providing reasonable accommodations for guests or visitors. We reserve the right to exclude certain guests and visitors who will not be conducive to maintaining the complex in a decent, safe, and sanitary condition. Former residents who have been evicted are not permitted as overnight guests. As used herein, the term "guest" shall mean a person temporarily staying in the unit with the consent of a resident or other member of the household who has expressed or implied authority to do so on behalf of the resident. The dwelling unit must be the household's primary residence. No individual guest may spend more than fourteen (14) cumulative calendar days in a six (6) month period or a total of twenty-eight (28) cumulative calendar days during any twelve (12) month period without written consent of the JHA. A resident cannot leave their unit vacant for a period in excess of three (3) months. A resident who is absent from the unit for a period of more than thirty (30) days may be considered to have vacated the unit under Florida law. Extenuating circumstances will be considered with the proper documentation. If you must be absent from your unit for a period of more than thirty (30) days, you must notify your housing manager of such absence and remain current with your rent in addition to maintaining utility service(s), if you are required to maintain such service(s). If you have no rental obligation, you must still notify your manager and maintain utility service(s). If you are absent from your unit for a period in excess of three (3) months, your lease will be subject to termination after written notice from the manager.
- C. Not to make repairs or alterations to the dwelling; not install or store any appliance such as air conditioners, refrigerator, freezers, dryers, television aerials, etc., without prior written consent of JHA.
- D. Not to keep animal or pet in family developments other than caged birds or fish except in accordance with the Pet Policy attached hereto.
- E. To abide by necessary and reasonable regulations as may be set forth by us for the benefit and well-being of the housing complex and its residents. These regulations shall be posted in the manager's office and are, by this reference, incorporated in this lease. Any proposed modifications to these rules will be posted 30 days prior to their effective date.
- F. To comply with all obligations imposed upon residents by applicable provisions of building and housing codes materially affecting health and safety.
- G. To keep the premises in a clean, decent, safe, and sanitary condition and maintain electric, water, gas, and sewer service, if it is your responsibility to maintain such utilities. Residents of Scattered Site Public Housing shall be responsible for maintaining their lawns; this includes mowing, trimming, and removing all debris. Also to maintain the common areas in a clean, safe, and sanitary condition.
- H. For Scattered Sites residents only, to dispose of all ashes, garbage, rubbish, and other waste from the premises in a sanitary and safe manner. Ashes, garbage, waste, or other rubbish must be kept in a tight-fitting container and set out only on garbage pick-up days.
- I. To use electrical, plumbing, sanitary, heating, ventilating, air conditioning, other facilities and appurtenances including elevators, in a reasonable manner.

- J. To use reasonable care in the operation and maintenance of the smoke alarm and be responsible for reporting any problems with the smoke alarm. Do not hang anything on the fire/sprinkler system pipes.
- K. To refrain from and to cause your household members and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or community.
- L. To pay late fees, maintenance charges, reasonable charges for damages caused by you, your household, or guests (other than normal wear and tear). Charges shall become due and collectible two (2) weeks after the JHA gives written notice of the charges.
- M. To conduct yourself and to cause members of your household and guests to conduct themselves in such a manner as: (1) not to disturb other residents' peaceful enjoyment of their accommodations, community facilities, and other areas of JHA's property; (2) to refrain from and not permit illegal or other activity which would impair the physical or social environment of your complex, community facilities, and other areas of JHA's property (3) to refrain from the illegal use or illegal possession of firearms and/or other offensive weapons, as defined by the laws and courts of the State of Florida, anywhere on JHA's property; and (4) to act in such a way as to be conducive to maintaining the complex, community facilities, and other areas of JHA's property in a decent, safe, and sanitary condition.
- N. To ensure that you, members of your household, and guests shall not: (1) engage in any criminal activity that threatens the health, safety, or peaceful enjoyment of the premises by other residents of JHA or employees of JHA or (2) engage in any violent or drug-related criminal activity on or off the premises or (3) knowingly harbor fugitives from the law.
- O. To ensure that no other person under the tenant's control engages in: (1) any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other resident: (2) any drug-related criminal activity on the premises. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered as a serious or repeated violation of the lease by the victim of that violence.
- P. To ensure that neither you, any member of your household, nor guests 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 of JHA or employees of JHA.
- Q. To refrain from and cause members of your household and guests (as defined herein), to refrain from acting or speaking in an abusive or threatening manner to other residents of JHA or employees of JHA.
- R. To notify us immediately if the premises are damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants.
- S. To permit us entry to your unit to perform repairs and make inspection in accordance with Section 17.
- T. To park vehicles in authorized parking areas only. Vehicles must be operable and have current tags. If a vehicle is inoperable or does not have current tags, the owner or head of household will be given a written notice giving ten (10) days to either have such condition corrected or have the vehicle moved from the premises. Should the owner or head of household fail to either correct such condition or move the vehicle from the premises within ten (10) days, we may have the vehicle towed off the premises at your expense. We shall notify you in writing of the location to which the vehicle has been towed by the end of the business day on which it has been removed.
- U. Upon vacating the unit, you are responsible for the unit and equipment therein until the keys are received by staff of JHA.
- V. If there are minor children who are members of the household, they must comply with the JHA Truancy and Curfew Policy attached to and made a part of this lease.

- W. The use of BB guns or pellet guns on JHA property, or the possession of such guns in any common area of JHA property by anyone less than 18 years of age, is prohibited. The head of household of any minor found in violation of this provision will receive a seven (7)-day notice to cure. If the minor or any other minor in the household is found in violation of this provision during the twelve (12) months following a notice to cure, the resident's lease will be terminated.
- X. If you would like to have a satellite dish or cable installed for use in your unit, you must make a written request to your community manager. Installation and location of satellite dish and cable lines must be approved by community manager prior to installation. NO SATELLITE DISHES will be permitted to be attached to JHA buildings.
- Y. No outdoor cooking within ten (10) feet of the building, or under any coverings (e.g., balconies, hallways, breezeways, or patios) due to health, safety, and fire hazards. See your community manager for designated areas at your community.
- Z. No open containers or drinking of alcoholic beverages in the common areas of any JHA property.
- AA. To ensure that you, members of your household, and your guests shall not unreasonably obstruct or otherwise hinder other residents or JHA staff from using the common areas of ingress and egress, such as parking lots, sidewalks, stairways, breezeways, lobbies, hallways, etc.
- BB. All children must play in designated areas only. See your community manager for specific locations. No child age 12 or under shall be left without supervision or arrangement appropriate for the child's age or mental condition.
- CC. All pool and playground areas are play at your own risk.
- DD. No garbage bags or trashcans are to be stored on the patios, porches, beside the unit, etc. All trash must be placed inside the dumpsters located on all sites, except Scattered Sites.
- EE. The legal or illegal possession of firearms and/or other offensive weapons, as defined by the laws and courts of the State of Florida, in any common areas of JHA property or in the office is prohibited.
- FF. Vehicle repairs are NOT allowed on JHA property. Vehicle repairs include, but are not limited to, changing or adding oil or fluids to the vehicle, or changing tires. Changing a flat tire is permitted. Vehicles with an excessive fluid leak (oil, transmission fluid, radiator, etc.) will not be parked within the physical boundaries of the property at any time. Any vehicle with an excessive fluid leak will be removed from the property within 48 hours upon written notification from management. The resident(s) in the Lease will be responsible for any cleaning and/or damages to the parking lot surface. Residents will be responsible for the costs incurred in cleaning or repairing any damage caused by leaking vehicle, including vehicles belonging to their guests and visitors. Residents held responsible under this section shall reimburse JHA for costs incurred within two weeks of receipt of notice of such costs.
- GG. All guests in the following communities are required to present a federal or state issued, non-expired picture identification card to sign in and out with each visit at the security guard station: Brentwood Faith Building, Centennial Towers, Hogan Creek Towers, Oaks at Durkeeville Hope Building, and Twin Towers.
- HH. Resident agrees and acknowledges that the unit to be occupied by resident, members of resident's household, or any guests has been designated as a smoke-free living environment. Resident, members of resident's household, and guests shall not smoke anywhere in the community within 25 feet of any units or buildings. This smoke-free policy excludes Lindsey Terrace.
- II. Reasonable Accommodation for Medical Marijuana is prohibited. The Jacksonville Housing Authority must uphold federal laws, which prohibit all forms of marijuana use, including

medical marijuana. HUD provided a reference to a copy of a Memo dated February 10, 2011 that addressed this issue. The Federal Drug law states that marijuana is categorized as a Schedule I substance under the Controlled Substances Act (CSA). See 21 U.S.C. § 801 et seq. The manufacture, distribution, or possession of marijuana is a federal criminal offense, and it may not be legally prescribed by a physician for any reason. While State Law permits physicians to prescribe medical marijuana, federal law prohibits its use and therefore is prohibited in any public housing and any other federally assisted housing.

- JJ. Residents are prohibited from feeding feral or free-roaming cats in all communities, including feeding on road right-of-ways, parks, and common land of the community. Jacksonville Municipal Code Sec. 462.312 (a) (4)
- KK. Residents are prohibited from feeding waterfowl (geese, ducks, etc.) in all communities, including feeding on road right-of-ways, parks, and common land of the community.

Section 14. Management Obligations

We Agree:

- A. To maintain the premises, buildings, facilities, and common areas (except for the common areas of Scattered Site Public Housing as provided in Section 13 (G)) in a clean, decent, safe, and sanitary condition.
- B. To supply running water, reasonable amounts of hot water, and reasonable amounts of heat at appropriate times of the year, except where heat or hot water is generated by an installation within the exclusive control of you and supplied by a direct utility connection.
- C. To maintain in good, safe, working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appurtenances, including elevators, supplied by JHA.
- D. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual resident family) for the deposit of garbage, rubbish, and other waste removed from the premises by you.
- E. To make necessary repairs to the premises in a prompt, efficient, and workmanlike manner.
- F. To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
- G. If repairs of a defect that is hazardous to life, health, and safety are not made, and JHA does not offer a temporary alternative accommodation to you within five (5) days of your reporting to JHA, except in circumstances beyond our control, then your rent shall abate proportionately to the degree of damage during the entire period of the existence of such defect while you are residing in the unrepaired dwelling. Rent shall not abate if you reject reasonable, alternative, temporary accommodations, or if damages are caused by you, your household, or guest(s).
- H. To notify you of the specific grounds for any proposed adverse action by JHA. (Such adverse action includes, but is not limited to, proposed lease termination, transfer to another unit, or imposition of charges for maintenance and repair or for excess consumption of utilities).
- I. JHA management and staff will refrain from acting or speaking in an abusive or threatening manner to JHA residents.

Section 15. Restrictions on Alterations

After the execution of this Lease, you agree not to do any of the following without our written permission:

- A. Change or remove any part of the appliances, fixtures, or equipment that belongs to JHA;
- B. Paint, install wallpaper, contact paper, or floor covering anywhere in the unit (this shall include but not limited to decorative wall paintings, such as feather painting and sponging);
- C. Attach awnings, window guards, or burglar bars in the unit;
- D. Attach or place any fixtures, signs, or fences on the building, common areas, or grounds;
- E. Install any additional shelving, fixtures, doors or make any other permanent improvements to the property;
- F. Install or store washing machines, clothes dryers, dishwashers, freezers, air conditioners, or any other major appliances in the unit without prior written consent of JHA. (Residents should discuss the purchase of major appliances with their manager prior to buying or renting these items, as many of them will not be able to operate properly on the utility service provided);
- G. Place any aerials, antennas, cable, or other electrical connections on the unit or building without an approved written request in advance of installation. NO satellite dish(es) will be attached to the building or unit in any way.

- H. Fire burning heaters are strictly forbidden;
- I. Place water beds in upstairs bedrooms.
- J. No wading, kiddie, or inflatable pools with or without water in them are allowed to be left out overnight or after use due to health and safety precautions.

Section 16. Size of Dwelling Unit

You understand that federal regulations permit us to assign units according to the size of the household and the age, sex, and relationship of household members. You agree to transfer to an appropriate size dwelling unit if we determine at an annual or interim reexamination that such a transfer is necessary to correct an overcrowded or over-housed situation and a unit is currently available. We will notify you in writing when an appropriate unit becomes available and inform you of the location and size of the unit. You must decide whether to accept the unit within five (5) days, unless you can demonstrate, to our satisfaction, that you have good cause for refusing that offer. You will have five (5) days to complete the move. Upon your transfer, you agree to execute a new lease and all corresponding Lease Addendums.

Section 17. Inspections

- A. JHA and you, or your representative, shall inspect the premises prior to occupancy by you. JHA shall furnish you with a written statement of the condition of the premises, the dwelling unit, and equipment provided with the unit. This statement shall be signed by JHA and you and another copy retained in your resident's folder.
- B. When you vacate the unit, JHA shall inspect the unit and furnish you with a written statement of any charges for which you are responsible. You and/or your representative may join in such inspection.
- C. You agree that, upon reasonable notification, a duly authorized agent or representative of JHA shall be permitted to enter the dwelling unit during reasonable hours to perform routine inspections, maintenance, improvements, repairs, or to show the dwelling unit. A written statement delivered to the premises at least two (2) days before such entry shall be considered reasonable advance notification. The written statement shall state the date when the entry to the dwelling unit will occur. However, JHA shall have the right to enter Resident's dwelling without prior notice to you if we believe that an emergency exists, which requires such entrance. If you and all adult members of your household are absent from the premises at time of entry, we shall leave a written statement specifying the date, time, and purpose of entry.

Section 18. Legal Notices

Any notice required hereunder shall be sufficient if delivered in writing to you personally, to an adult member of your household residing in the dwelling unit, or if sent by prepaid First Class Mail properly addressed to the unit listed on the Dwelling Lease Agreement. Notice to JHA must be in writing, delivered to a JHA employee at the management office of the complex in which you reside.

Section 19. Posted Notices

Schedules of special charges for services, repairs, utilities, rules, and regulations shall be publicly posted in the complex office and shall be furnished to you on request. Schedules, rules, and regulation may be modified by JHA provided that sixty (60) days written notice is given to each affected resident setting forth the proposed modification, the reasons therefore, and providing you an opportunity to present written comments which shall be taken into consideration by JHA prior to the proposed modification becoming effective. Such notice shall be posted in three (3) conspicuous places within each complex.

Section 20. Community and Social Service Involvement

The resident(s) shall be subject to the requirements of the "Community Service and Self-Sufficiency Requirements for Public Housing" contained in the Community Service Lease Addendum, which is attached to and made part of this lease agreement. The JHA requires that the non-exempt family members complete and submit a monthly report of their community service to the rental office no later than the fifth (5th) working day of each month (see Community Service Addendum).

Section 21. Transfers

In addition to transfers under Section 16, JHA shall have the right to transfer you to another unit of equivalent size, either in the same complex or another complex owned by JHA, in the event that you are involved in a situation in which a resident's peaceful enjoyment of his or her accommodations has been disrupted and has not responded to intervention by management.

Only two (2) transfer offers will be offered to you. You have five (5) days to accept or deny the offer. If you deny the second offer, your name will be removed from the transfer list. If you are in an overhoused unit and deny the second transfer offer, your lease will be terminated. Upon your acceptance of a transfer offer you have five (5) days in which to complete your transfer move. When you are transferred or move into another JHA unit, you hereby acknowledge that the execution of a new lease is a result of either modernization or another authorized transfer purpose. In consideration of your being relocated, you and JHA agree that all obligations, causes of action claims, and defenses existing under the previous lease are hereby preserved and incorporated into this Lease.

Family members age 18 and older who move from the dwelling unit to establish new households shall be removed from the lease. The tenant must notify JHA of the move-out within ten (10) business days of this occurrence. These individuals may not be readmitted to the unit if an additional bedroom will be needed. JHA will encourage this relative to apply as a new applicant for placement on the waiting list. Medical hardship or other extenuating circumstances will be considered by JHA in making exceptions under this paragraph.

If adding an adult member (other than a spouse or co-head) will create an overhoused unit, the additional adult member will be denied.

You agree that if it is determined by the JHA you were in default under the prior lease, we shall have the right to seek your eviction from the present leased unit and to obtain possession thereof.

A transfer fee of \$200 for administration fees for approved optional transfers plus any damages beyond normal wear and tear may be assessed.

JHA Initial _____
Head of Household Initial _____

Section 22. Termination of Lease

- A. The Lease may be terminated by you at any time by giving thirty (30) days written notice as specified in Section 18. You agree to leave the unit in a clean and good condition, normal wear and tear excluded, to return all keys to the management office, and to provide us with a forwarding address. If you fail to vacate the unit by the specified date listed on the Vacate Notice or written documentation provided by you indicating a vacate date, JHA may file an eviction.
- B. We will not terminate or refuse to renew this Lease other than for violation of the terms of this Lease which include but are not limited to:
1. Discovery after admission of facts that made you ineligible for Admission;
 2. Discovery of material false statements or fraud by you in connection with an application for assistance or with reexamination of income or household composition;
 3. Failure to accept JHA's offer of a lease revision to an existing Lease in accordance with 24 CFR 966.4(1);
 4. JHA may terminate your tenancy if you are fleeing to avoid prosecution or custody or confinement after conviction of a crime, or attempt to commit a crime that is a felony under the laws of the place from which you are fleeing, or in the case of the State of New Jersey, is a high misdemeanor, or violating a condition of probation or parole under federal or state law. JHA may terminate your lease if it determines that a household member is illegally using a drug or if it determines that a pattern of illegal use of a drug interferes with health, safety, or right to peaceful enjoyment of the premises by other residents (24 CFR 966.4).
- C. Lease Termination Notice – If we elect to terminate this Lease, we will do so only in accordance with HUD regulations and state laws. We may evict you from your unit only by bringing an action before a court of law. You will be notified in writing of the reason(s) for hearing or trial. You may review any of our documents, records, or regulations that are directly relevant to the termination. You have the right to have copies of documents made at your expense and the right to request a grievance hearing in accordance with the Grievance Procedure, if applicable.
- D. If you are entitled to a grievance hearing, this lease will not terminate (even if the notice to terminate under state law has expired) until the grievance process has been completed.
- E. Termination of the lease shall be as follows:
1. We shall give fourteen (14) days written notice of termination if said termination is caused by your failure to pay rent and/or all other charges after notice is provided to the resident pursuant to Section 13 (L) of the lease.
 2. We shall give (7) days written notice of termination, if there is (1) criminal activity which threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of JHA; or (2) any drug-related activity occurring on or off the premises by you, members of your household, or guests or on the premises by other persons under your control; or (3) if you or any member or your household has been convicted of a felony.
 3. We shall give ten (10) days written notice in all other cases.
- F. Such notice of termination may be given on any day of the month.
- G. You and JHA have the right to represent their respective interests in court in connection with eviction actions. If our action to evict you is upheld, we have the right to recover possession of the unit in the manner prescribed by state law.
- H. Residents affected by mandatory relocation or displacement as identified in the Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Program (49 CFR Part 24), must comply with a ninety (90) day written notice to vacate the

premises or be subject to eviction per the Uniform Relocation Assistance & Real Property Acquisition Act.

- I. JHA may terminate the tenancy of a lawful occupant or tenant who engages in criminal acts of violence to a family member or others without evicting victimized lawful occupants.

Section 23. Grievance Procedure

All disputes concerning the obligations of you or JHA shall be processed and resolved pursuant to the Grievance Procedure in effect. The Grievance Procedure will be given to each resident, as well as posted in the complex office.

Except if terminated under Section 13(n), all grievances or appeals arising from this Lease concerning obligations of either party shall be processed and resolved in accordance with the Grievance Procedure in effect at the time of the grievance or appeal arises. You will be provided with appropriate notice of an opportunity for a hearing in accordance with the Grievance Procedure. If you are entitled to a grievance hearing pursuant to the Grievance Procedure, JHA will not take any action against you until the time for you to request a grievance hearing has expired and (if a hearing was timely requested by you) the grievance process has been completed. Changes in the Grievance Procedure may be made from time to time provided that we give you and resident organizations at least thirty (30) days' notice and an opportunity to provide written comments. All written comments received shall be considered.

Selection of Hearing Officer

The Jacksonville Housing Authority shall retain a Hearing Officer by posting a Request for Proposal (RFP). The RFP will be advertised through news media and on JHA's bulletin board. The contract will be for a one (1) year period with the option of JHA renewing the contract for up to four (4) additional one (1) year periods.

Information advertised would include: References indicating background and professional experience involving appeals, grievances and associated documentation.

Section 24. Accommodations of Persons with Disabilities

If you have a disability or any member of your household listed on this Lease has a disability, JHA shall provide reasonable accommodation to the extent necessary to provide this individual with an opportunity to use and occupy the unit in a manner equal to all other residents. You may request, at any time during your residency, that JHA provide reasonable accommodation, so that you can meet lease requirements or other requirements of tenancy. JHA may terminate the lease if you submit false statements or falsify any documentation in order to receive a reasonable accommodation.

Section 25. Remedies are Cumulative

All remedies afforded to us under this Lease shall be deemed cumulative as provided under state law.

Section 26. Insurance

JHA does not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests, or vandalism, unless otherwise required by law.

We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Section 27. Attachments to and Documents which are part of this Lease Agreement

Lease Addendum No. 1: Drug and Crime Free Public Housing
Lease Addendum No. 2a: Agreement of Community Service & Economic Self Sufficiency
Lease Addendum No. 2b: Community Service & Economic Self Sufficiency Exemptions
Lease Addendum No. 3: Pet Policy
Lease Addendum No. 4: Trespass Policy
Lease Addendum No. 5: Self-Sufficiency (for Oaks of Durkeeville and Brentwood Park residents)
Lease Addendum No. 6: Truancy and Curfew Policy
Lease Addendum No. 7: Head of Household Personal Property Disposition
Lease Addendum No. 8: Appliance Safety
Lease Addendum No. 9: Housing Quality Unit Inspection Report
Lease Addendum No. 10: Mold and Mildew Information
Lease Addendum No. 11: Radon Gas
Lease Addendum No. 12: Tax Credit Properties
Lease Addendum No. 13: Live-in Aide
Lease Addendum No. 14: Responsibility to Maintain Utility Service
Lease Addendum No. 15: Housekeeping
Lease Addendum No. 16: Lead Based Paint
Lease Addendum No. 17 Smoke-Free Addendum

Although the Rent Collection Policy, Transfer Policy, Resident Charge List, and Grievance Procedure are not physically attached to this Lease, the provisions contained therein are incorporated herein by reference and you agree by the signing of this Lease to be bound by the provisions contained in these documents. Copies of the Rent Collection Policy, Transfer Policy, Resident Charge List, and Grievance Procedure are available for your review at each Management Office of JHA. Each Resident and Resident Organization shall receive a copy of the Grievance Procedure. You may obtain copies of other policies upon request.

Section 28. Changes

This Lease, together with any addenda, referenced attachments, or documents now in effect and from time to time amended, are evidence of the entire agreement between you and us. No change to this Lease shall be made except in writing, as an addendum to this Lease, dated and signed by you and our authorized representative, except that changes may be made to rent, household composition, Rules and Regulations, and JHA policies and procedures, as specified herein.

JHA Initial _____
Head of Household Initial _____

Changes in the form of lease may be made from time to time provided that we shall give to all Residents and Resident Organizations at least thirty (30) days notice of proposed change(s) and an opportunity for presentation of written comments. All written comments made by the residents and Resident Organizations regarding the proposed changes shall be taken into consideration by JHA before they become effective.

In the event that any changes are made to this lease pursuant to this section, all residents shall be required to execute a copy of this lease as revised or amended within thirty (30) days of being presented with the revised or amended lease.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement this ____ day of _____, at Jacksonville, Florida, upon receipt of the agreed initial payment.

By: _____
Head of Household's signature

By: _____
JHA Representative's signature

By: _____
Head of Household's name

By: _____
JHA Representative's name

By: _____
Spouse/Co-Head's signature

By: _____
Household Member over 18 yrs. old signature

By: _____
Spouse/Co-Head's name

By: _____
Household Member over 18 yrs. old name

By: _____
Household Member over 18 yrs. old signature

By: _____
Household Member over 18 yrs. old signature

By: _____
Household Member over 18 yrs. old name

By: _____
Household Member over 18 yrs. old name

Lease Addendum #1: Drug and Crime Free Public Housing

In consideration of the execution or renewal of the lease for the dwelling unit identified in the Dwelling Lease, JHA and resident agree as follows:

1. The resident, any member of the resident’s household, a guest, a visitor, or other persons under your control, shall not engage in criminal activity in common areas or on the grounds that threaten the health, safety, or right to peaceful enjoyment of other tenants or employees of JHA or any drug-related criminal activity on or off the premises.
2. The resident, any member of the resident’s household, guest, visitor, or other persons under your control, shall not engage in any act intended to facilitate criminal activity which threatens the health, safety, or right to peaceful enjoyment of other tenants or employees of JHA or any drug-related criminal activity on or off the premises.
3. The resident, or any member of the resident’s household, will not permit the dwelling unit to be used for or to facilitate criminal activity which threatens the health, safety, or right to peaceful enjoyment of the residents or employees of JHA or drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest or visitor.
4. The resident or any of the resident’s household will not engage in the illegal manufacture, sales, distribution, use, or possession of illegal drugs at any location, whether on or off the premises.
5. The resident, any member of the resident’s household, a guest, a visitor, or other persons under your control, shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms on or near the premises and developments.
6. Violation of any of the above provisions shall be a material violation of the Lease and good cause for termination of residency. A single violation of any of the provisions of this addendum shall be deemed a serious violation and material noncompliance with the Lease.
7. It is understood and agreed that a single violation shall be good cause for termination of this Lease and that proof of any of the violations named above shall not require an arrest or criminal conviction, but shall be by a preponderance of the evidence. You may request a grievance hearing.
8. This Lease Addendum is incorporated into the Dwelling Lease executed or renewed this day between JHA and resident.

By: _____
Head of Household’s signature

By: _____
JHA Representative’s signature

By: _____
Head of Household’s name

By: _____
JHA Representative’s name

By: _____
Spouse/Co-Head’s signature

By: _____
Household Member over 18 yrs. old signature

By: _____
Spouse/Co-Head’s name

By: _____
Household Member over 18 yrs. old name

By: _____
Household Member over 18 yrs. old signature

By: _____
Household Member over 18 yrs. old signature

By: _____
Household Member over 18 yrs. old name

By: _____
Household Member over 18 yrs. old name

Lease Addendum #2a: Agreement of Community Service & Economic Self Sufficiency

Beginning October 2000, Public Housing residents were required to comply with Section 12 of the Quality Housing and Work Responsibility Act of 1998. Regulations for this provision are provided in 24 CFR Subpart F 960.600-609. This act was enforced for 2001, suspended for 2002, and has now been reinstated for the 2003 fiscal year.

Beginning October 1, 2003, each Public Housing adult family member, unless exempt (see attached list of exemptions) must contribute 8 hours per month of community service, participate in an economic self-sufficiency program for 8 hours a month, or 8 hours a month of combined contribution. Political activity is not considered community service.

Community service must be verifiable, non-paid volunteer service to the community. A list of suggested activities may be obtained from the community staff or Resident Services. Each non-exempt adult family member is required to provide the Manager's Office written and verifiable proof that they have fulfilled their community service or economic self-sufficiency requirement by the fifth (5th) working day of each month for the service they completed the preceding month.

Any adult member who has not fulfilled their obligation of community service or who has not provided written third (3rd) party verification that such service was provided, will be issued a letter of non-compliance. This letter will briefly describe the non-compliance and notify the resident that the lease will not be renewed at the end of the twelve (12)-month term unless the family member enters into a written agreement to make up the additional missed hours over the next twelve (12) months. All other members of the family who are subject to the service requirement must be currently complying with the service requirements or provide written verifiable proof that the non-complying adult member is no longer residing in the unit. The lease may not be renewed if you or any other family member has violated the service agreement.

You may request a grievance hearing regarding any action that JHA may take to enforce this regulation. You may also exercise any available judicial remedy to set aside any JHA action of non-renewal of the lease because of such determination of non-compliance.

- I hereby acknowledge that I am not exempt from performing the community service or economic self-sufficiency requirements as specified above. (See attached list.)
- I hereby declare that I am exempt from performing the community service or economic self-sufficiency requirements as prescribed by exemption number ____ listed on the attached list of exemptions. I also acknowledge that if my situation changes and I am no longer exempt, I understand that I will be required to perform any remaining months of community service or economic self-sufficiency as specified above. (See attached list.)

By: _____
Head of Household's signature

By: _____
JHA Representative's signature

By: _____
Head of Household's name

By: _____
JHA Representative's name

By: _____
Spouse/Co-Head's signature

By: _____
Household Member over 18 yrs. old signature

By: _____
Spouse/Co-Head's name

By: _____
Household Member over 18 yrs. old name

Lease Addendum #2b: Community Service & Economic Self Sufficiency Exemptions

The public housing tenants exempt from the community service and economic self-sufficiency exemptions are those persons who are:

- A. Exempted from the community work requirements are all adults:
 - a. Who are age 62 or older;
 - b. Who are blind or disabled or primary caretaker of such individual if requested by the adult resident with a disability as a reasonable accommodation for their disability;
 - c. Who are employed or who are engaged in work activities as defined by the WAGES program or who are exempt from being engaged in work activity as defined by the WAGES program, one parent of a newborn infant (under 90 days of age), SSI recipient or applicant going through the process of approval for SSI or SS disability benefits; adult responsible for the care of a parent or child with a disability who needs 24 hour care CFR 24 Sub. Paragraph 960.601
- B. Is engaged in “work activity” for a weekly minimum of (20) twenty hours or full time student or job training status such as:
 - a. Employment
 - b. On the job training
 - c. Vocational educational training (not to exceed twelve months with respect to any individual); education directly related to employment, in the case of a recipient who has not received a high school diploma or a certificate of high school equivalence or in a course of study leading to a certificate of general equivalence.
- C. Able to meet the requirements for being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) or under any other welfare program of the State in which the PHA is located, including a State-administered welfare-to-work program; or
- D. Is a member of a family receiving assistance, benefits or services under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) or under any other welfare program of the State in which the PHA is located, including a State-administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such a program.

Lease Addendum #3: Pet Policy (Page 1 of 2)

This policy applies to any household pet, guest's pet(s), and temporarily housed pet(s) ("pet-sitting")

1. Before the pet is obtained, a pet application must be approved by management and the pet deposit must be paid in full. An application for a pet can be obtained from the rental office.
2. A security deposit of \$250.00 is required for pet ownership in all residences.* \$200 of the deposit is refundable less pet damage at move-out or when the pet is removed. \$50 is a non-refundable nominal fee. There is a limit of one dog or one cat per household.* The pet deposit only applies to dogs and cats.
3. All dog or cat owners must submit to the property manager an up-to-date immunization record from a qualified veterinarian and must display a current license tag and pet ID tag for the pet. Immunization records and pet license tags are to be re-certified at the time of the pet owner's application and each re-certification. Pet owners must submit a photograph of the pet to the property manager within seven days of arrival on the premises. If no such photograph is submitted, the pet owner agrees to allow management to take a photograph. If the pet owner fails to submit a photograph or make the pet available for a photograph by management, the pet owner will be sent a notice to comply within seven days. Failure to comply with the notice will be grounds for termination of the pet owner's lease.
4. Pet owners with a dog or cat must make appropriate arrangements when work needs to be performed in the unit by JHA staff such as unit inspections and maintenance work. The pet owner must either be home or arrange for the pet to be contained or removed from the unit. Pet owners will be responsible for all damages to JHA property by their pet.
5. Flea control must be maintained at all times.
6. A dog or cat will be allowed with the following provisions:
 - a. A dog or cat must not exceed 20 pounds at maturity.*
 - b. A dog or cat must be kept in the resident's unit.
 - c. A dog or cat must be on a leash and under the owner's control at all times
 - d. The pet should not at any time be left unattended outside, nor left unattended attached to a leash or similar device connected to clothesline, pole or any object outdoors.
7. The pet owner agrees to be responsible for all damages to JHA property caused by their pet. The resident must sign a statement assigning responsibility to no less than two persons to care for the pet if owner dies, is incapacitated or is otherwise unable to care for the pet.
8. Pet may include only one small-domesticated dog or cat not weighing more than 20 pounds at maturity, gerbils, hamsters, and small turtles.* Birds shall not exceed 5 pounds.* Turtles and fish must be kept in an aquarium. Birds, gerbils and hamsters must be kept in a cage.
9. All other pet(s) are prohibited from Public Housing.* Prohibited pet(s) include but are not limited to: snakes, pigs, spiders, lizards, iguanas, pit bulls, dogs and cats exceeding 20 pounds at maturity, and farm, wild, or exotic animals.*

Lease Addendum #3: Pet Policy (Page 2 of 2)

10. For sanitary reasons there will be a designated area on the premises for pet exercise.
11. Pet owners must properly clean up and dispose of all removable pet waste. Pet owners must not allow their pets to waste on the porches or balconies. Failure to do so will result in the resident being charge a \$25.00 fee for each cleanup performed by the Housing Management maintenance staff.
12. Pet must be neutered/spayed and in good health. Pet must be free of diseases, such as mange. If it is discovered that a pet is suffering from a disease, the owner will be issued a seven-day notice to have the condition cured and must submit to the office written evidence from a veterinarian that the condition is being treated. Failure to submit such evidence will be grounds for termination of the resident's lease unless the resident removes the pet from the premises. Pet cannot be taken to common areas of the community such as the playground, laundry room, or office.* Pet is not allowed in the lobby except when passing through the lobby as necessary to access units or to exit the building.* Pet must be restrained on a leash or similar device at all times while outside the unit. Otherwise, pet must be kept in the unit.
13. A pet owner is in violation of the city ordinance on animal control when his/her animal causes objectionable noises, odors, destroys or damages the property of others.
14. Pet owners must comply with all JHA/Housing Management Division, State of Florida, and federal regulations on animal regulatory laws and ordinances regarding licensing or registration requirements.
15. Residents in violation of any of this policy may result in the termination of lease and grounds for eviction.

* These provisions do not apply to animals that are authorized to assist persons with disabilities. However, residents remain responsible for damage(s) caused by an approved service animal.

By: _____
Head of Household's signature

By: _____
JHA Representative's signature

By: _____
Head of Household's name

By: _____
JHA Representative's name

By: _____
Spouse/Co-Head's signature

By: _____
Household Member over 18 yrs. old signature

By: _____
Spouse/Co-Head's name

By: _____
Household Member over 18 yrs. old name

Lease Addendum #4: Trespass Policy

The Jacksonville Housing Authority's mission is to provide safe, decent and sanitary housing, including safeguarding the quiet enjoyment of its property for its residents, guests, and employees.

The JHA shall enforce its right to exclude certain guests and visitors as set forth in Section 13 (b) of the Dwelling Lease and in accordance with this Trespass Policy, attached to and made a part of the Dwelling Lease, and you agree to be bound by the terms of said policy.

This Policy carries out that objective by instituting standards and procedures for the formal trespassing of such persons in a manner consistent with applicable legal rights under the Dwelling Lease, and State and Federal guidelines.

If a visitor to the premises has received a trespass notice from local law enforcement or a JHA notice to exclude guests, and is admitted to a resident's unit, that resident will receive a written warning that if the trespassed visitor is admitted to the resident's unit again during the following twelve (12) months tenancy, the resident's lease will be subject to termination without further warning and without being given an opportunity to cure the noncompliance.

By: _____
Head of Household's signature

By: _____
JHA Representative's signature

By: _____
Head of Household's name

By: _____
JHA Representative's name

By: _____
Spouse/Co-Head's signature

By: _____
Household Member over 18 yrs. old signature

By: _____
Spouse/Co-Head's name

By: _____
Household Member over 18 yrs. old name

Lease Addendum #5: Self-Sufficiency (for Oaks of Durkeeville and Brentwood Lake residents)

(Page 1 of 2)

The Jacksonville Housing Authority (JHA) and you understand and agree as follows:

Oaks at Durkeeville:

Your admission and continued occupancy at The Oaks of Durkeeville is subject to you qualifying for the Self-Sufficiency Program. In order to qualify, you must be either:

- a) a full-time student (carrying a subject load that is considered full-time for students under the standards and practices of the educational institution you attend),
- b) employed with an average of at least twenty-five (25) hours per week, or
- c) elderly or a person with a disability.

1. If your status as a full-time student changes, or your employment status changes so that you are not employed an average of at least twenty-five (25) hours per week, you agree to notify the Oaks of Durkeeville in writing within ten (10) days of such change to obtain a referral to the Hope VI Social & Supportive Services Program. *In accordance with the JHA Resident Responsibilities Addendum, if you fail to report such change in writing within ten (10) days of change, you may be charged with fraud under Chapter 414.39 and/or Section 1001 or Title 18 of the United States Code.*
2. In the event you become unemployed or your full time student status changes, you must enroll and participate in the Hope VI Social & Supportive Services Program. You will have a maximum of ninety (90) days within a one (1) year period to secure employment (average of at least twenty-five (25) per week) or enroll in a full-time post-secondary education program. *The maximum ninety (90) days to secure employment or enrollment in post-secondary education can be used consecutively or on an as needed basis within a one (1) year period*
3. If you cannot comply with the terms of this Lease Addendum, you will not be allowed to reside at The Oaks at Durkeeville, and agree to transfer to another public housing site, assigned by the Jacksonville Housing Authority, at your own expense within five (5) days of notification of your transfer.
4. JHA will provide at least a thirty (30) day notice to the resident prior to the required move. You understand that if you fail to notify JHA of a change in status as required by this Lease Addendum or you refuse to move after being informed that another unit is available, JHA may terminate your lease.

Brentwood Lake:

Your admission and continued occupancy at Brentwood Lake Apartments is subject to you qualifying for the Self-Sufficiency Program and Low Income Housing Tax Credit rules and regulations. In order to qualify, you must be either:

- a) The household cannot consist entirely of full-time students unless:
 - All members of the household are married and are entitled to file a joint tax return
 - The household consists of single parent(s) and their child (or children), and no one in the household is a dependent of a third party
 - At least one member of the household receives assistance under Title IV of the Social Security Act (i.e., TANF)
 - At least one member of the household is participating in an officially sanctioned job training program such as those funded under the Workforce Investment Act (WIA)

Lease Addendum #5: Self-Sufficiency (for Oaks of Durkeeville and Brentwood Lake residents)

(Page 2 of 2)

- b) employed with an average of at least twenty (25) hours per week, or
 - c) elderly or a person with a disability.
1. If your status as a full-time student changes, or your employment status changes so that you are not employed an average of at least twenty-five (25) hours per week, you agree to notify the Brentwood Lake Housing Manager in writing within (ten) 10 days of such change to obtain a referral to the Hope VI Social & Supportive Services Program. *In accordance with the JHA Resident Responsibilities Addendum, if you fail to report such change in writing within ten (10) days of change, you may be charged with fraud under Chapter 414.39 and/or Section 1001 or Title 18 of the United States Code.*
 2. In the event you become unemployed or your fulltime student status changes, you must enroll and participate in the Hope VI Social & Supportive Services Program. You will have a maximum of ninety (90) days within a one (1) year period to secure employment (average of at least twenty-five (25) hours—per week) or enroll in a full-time post-secondary education program. *The maximum ninety (90) days to secure employment or enrollment in post-secondary education can be used consecutively or on an as needed basis within a one (1) year period.*
 3. If you cannot comply with the terms of this Lease Addendum, you will not be allowed to reside at Brentwood Lakes, and agree to transfer to another public housing site, assigned by the Jacksonville Housing Authority, at your own expense within five (5) days of notification of your transfer. JHA will provide at least a thirty (30) day notice to the resident prior to the required move.
 4. You understand that if you fail to notify JHA of a change in status as required by this Lease Addendum or you refuse to move after being informed that another unit is available, JHA may terminate your lease.

This Lease Addendum for Self-Sufficiency will supersede any conflicting provisions in the Lease or the Admissions and Occupancy Policy.

By: _____
Head of Household's signature

By: _____
JHA Representative's signature

By: _____
Head of Household's name

By: _____
JHA Representative's name

By: _____
Spouse/Co-Head's signature

By: _____
Household Member over 18 yrs. old signature

By: _____
Spouse/Co-Head's name

By: _____
Household Member over 18 yrs. old name

Lease Addendum #6: Truancy and Curfew Policy

Truancy

The following shall be considered events of truancy: On school days, a minor child who is a member of the resident’s household is picked up by police officers between the hours of 9:00 a.m., and 2:00 p.m., on the grounds of the housing complex, and the police officers determine that such minor child has no valid reason for absence from school.

A resident is referred to the Attendance Intervention Team or the State Attorney as a result of failure to attend school as required under School District Attendance Policy.

If the housing manager is advised that either of the two above events have occurred, the resident will be issued a truancy notice, and warned that if, during the next twelve (12) months, the minor child who is the subject of the warning is picked up by police officers between the hours of 9:00 a.m. and 2:00 p.m. on the grounds of the housing complex and the police officer determines the minor child has no valid reason for absence from school, the resident’s lease will be cancelled without another warning notice being given.

Curfew

If a minor child who is a member of the resident’s household is picked up by the police in violation of the local curfew ordinance on the premises of the housing complex, the resident shall be issued a curfew notice and warned that a subsequent violation of the curfew ordinance during the following twelve (12) months will be considered grounds for termination of the resident’s lease. Should a subsequent curfew violation occur on the premises during the following twelve (12) months, the resident’s lease will be cancelled without another warning being given.

**Jacksonville, Florida Curfew under 18 years old
11 p.m. – 5 a.m., Sunday thru Thursday
12 a.m. – 6 a.m., Friday thru Saturday**

By: _____
Head of Household’s signature

By: _____
JHA Representative’s signature

By: _____
Head of Household’s name

By: _____
JHA Representative’s name

By: _____
Spouse/Co-Head’s signature

By: _____
Household Member over 18 yrs. old signature

By: _____
Spouse/Co-Head’s name

By: _____
Household Member over 18 yrs. old name

Lease Addendum #7: Head of Household Personal Property Disposition

The landlord shall not be liable for storage or disposition of the personal property in the dwelling unit occupied by the undersigned head of household or any member of his/her household, upon surrender or abandonment of the dwelling unit.

Contact Information: It is the resident's responsibility to update the contact information.

Upon my death or incapacitation, I direct the JHA to forward any and all of my personal property (including, but not limited to, security deposit, furniture, vehicle, etc.) to:

_____	_____	_____
Name/Relationship (Primary Beneficiary)	Address	Phone#
_____	_____	_____
Name/Relationship (Contingent Beneficiary)	Address	Phone#

Effective on this date _____, unless otherwise specified in writing to the Management Office.

If such individuals are deceased, incapacitated, or otherwise unavailable, I understand that any and all of my property may be disposed of according to state law.

By: _____
Head of Household's signature

By: _____
JHA Representative's signature

By: _____
Head of Household's name

By: _____
JHA Representative's name

By: _____
Spouse/Co-Head's signature

By: _____
Household Member over 18 yrs. old signature

By: _____
Spouse/Co-Head's name

By: _____
Household Member over 18 yrs. old name

Lease Addendum #8: Appliance Safety

The Jacksonville Housing Authority is responsible for all maintenance and service to appliances. Residents should not attempt to repair, service or adjust any appliance. Therefore, if any repairs or adjustments are required, you must report this to the Management Office. IT IS ALSO PROHIBITED TO ADJUST THE WATER TEMPERATURE ON THE HOT WATER HEATER. If such adjustments are needed, notify management and they will make any necessary changes.

You hereby acknowledge that you understand the above statement and that violation of such is a violation of the Lease, which may result in the cancellation of your Lease.

This Addendum for Appliance Safety is hereby incorporated into the Dwelling Lease.

By: _____
Head of Household's signature

By: _____
JHA Representative's signature

By: _____
Head of Household's name

By: _____
JHA Representative's name

By: _____
Spouse/Co-Head's signature

By: _____
Household Member over 18 yrs. old signature

By: _____
Spouse/Co-Head's name

By: _____
Household Member over 18 yrs. old name

Lease Addendum #9: Housing Quality Unit Inspection Report

HOUSING QUALITY UNIT INSPECTION

Communi_____ Unit # _____ Inspection Date _____
 Unit Add_____ Type _____
 Resident's Name _____ Pass _____ Fail _____
 Resident's _____ JHA R_____ signa _____

Sample

Room or Area P F I Comments Work Order#

LIVING ROOM					
Electric					
Security					
Windows/Screens					
Ceiling					
Walls					
Floor					
KITCHEN					
Electric					
Security					
Windows/Screens					
Ceiling					
Walls					
Floor					
Stove					
Refrigerator					
Sink					
Food Storage/Prep					
BATHROOM #1					
Electric					
Security					
Windows/Vent					
Ceiling					
Walls/Tile					
Floor					
Toilet					
Sink					
Tub/Shower					
BEDROOM					
Electric					
Security					
Windows/Screens					
Ceiling					
Walls					
Floor					
Closet					
ROOM					
Electric					
Security					
Windows/Screens					
Ceiling					
Walls					
Floor					
Closet					
ROOM					
Electric					
Security					
Windows/Screens					
Ceiling					
Walls					
Floor					
Closet					

P=Pass F=Fail I=Inconclusive

PART 1 OF 2



JHA Initial _____
 Head of Household Initial _____

Lease Addendum #10: Mold and Mildew Information (Page 1 of 3)

MOLD: Mold is found virtually everywhere in our environment-both indoors and outdoors and both new and old structures. Molds are naturally occurring microscopic organisms, which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter. Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. There is conflicting scientific evidence as to what level of mold that leads to adverse health effects. Nonetheless, appropriate precautions need to be taken.

THE RESIDENT IS ABLE TO HELP ALLIEVATE MOLD BY PERFORMING THE FOLLOWING STEPS:

- Provide appropriate climate control and take other measures to retard and prevent mold and mildew from accumulating in the unit. Resident agrees to use all air-conditioning in a reasonable manner and use heating systems in moderation, and to keep the unit properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only. Resident agrees not to block or cover any of the heating, ventilation or air-conditioning ducts in the unit.
- Keep unit clean – particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food with mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, dealings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines- especially, if the leak is large enough for water to infiltrate into nearby walls.
- When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, experts recommend that after taking a shower or bath: (1) wipe moisture off of shower walls, shower doors, the bath tub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up towels and bath mats so they will completely dry out. Turn on any exhaust fans in the bathroom and kitchen before showering or cooking with open pots.
- Keep blinds 1 to 2 inches above the windowsill to allow air circulation behind blinds, use ceiling fans if present, and replace air filters according to management rules.
- If small areas of mold have already occurred on no-porous surfaces (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), and the mold is not due to an ongoing leak or moisture problem, the federal Environmental Protection Agency (EPA) recommends that the area is first cleaned with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on type household biocide, such as Lysol Disinfectant, Pine-Sol Disinfectant, Tilex Mildew Remover or Clorox Clean. (Note: only a few of the common household cleaners will actually kill mold.) Tilex and Clorox contain bleach, which can discolor or stain. Be sure to follow the instruction on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.
- Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because adjacent areas may contain mold in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items such as fibers in sofas, chairs, drapes and carpets - provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

Lease Addendum #10: Mold and Mildew Information (Page 2 of 3)

RESIDENT SHALL IMMEDIATELY REPORT TO MANAGEMENT BY USING THE JHA WORK ORDER PROCESS:

- Any air conditioning or heating system problems discovered.
- Rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level.
- Overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or a/c drip pans or clogged up a/c condensation lines.
- Leaks from plumbing lines or fixtures and leaks into walls from bad or missing grouting/caulking around showers, tubs, and sinks.
- Washing machine hose leaks, plant-watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open pot cooking.
- Leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- Insufficient drying of carpets, carpet pads, shower walls and bathroom floors.
- Any evidence of a water leak or excessive moisture in the Unit as well as in any storage room, garage or other common area.
- Evidence of mold or mildew-like growth in the Unit that cannot be removed simply by applying a common household cleaner and wiping the area.
- Musty odors, shower/bath/sink/toilet overflows
- Any inoperable doors or windows
- Discoloration of walls, baseboards, doors, window frames, or ceilings
- Moldy clothing
- Moisture dripping from or around any vents or air conditioning condenser lines

Management will respond in accordance with state law and the lease to repair or remedy if necessary.

RELOCATION: Please understand that if mold is detected in your Unit, JHA may, at its discretion and its cost, temporarily relocate you to a comparable, furnished apartment or a hotel while the JHA evaluates, and if the JHA deems necessary, corrects the problem. Your signature on the lease addendum indicates your agreement that the JHA may temporarily relocate you to a comparable furnished apartment or a hotel under such circumstances.

TERMINATION OF TENANCY: Resident understands that a persistent mold and mildew condition in the unit may lead to termination of the lease, if the cause is attributable to the resident.

INSPECTIONS: Resident agrees that JHA and their agent may conduct inspections of the Unit at any time with a written 48-hour notice.

VIOLATION OF ADDENDUM: Resident further agrees that Resident shall be responsible for damage to the Unit, Resident's property and the Apartments as well as personal injury to Resident and occupants resulting from Resident's failure to comply with the terms of this Addendum. Noncompliance includes, but is not limited to, Resident(s)' failure to report any mold, mildew or moisture problem through the Jacksonville Housing Authority's work order process. Resident shall indemnify and hold Owner and Owner's agent harmless from and against all damages and injuries to person and property as a result of Resident's failure to comply with the terms of this Addendum.

Lease Addendum #10: Mold and Mildew Information (Page 3 of 3)

LEASE: This Addendum is in addition to and made a part of the Lease and in the event there is a conflict between the Lease and this Addendum, the provision of this Addendum shall govern. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. Any term that is capitalized but not defined in this Addendum shall have the same meaning for purposes of this Addendum as it has for purposes of the Lease.

By: _____
Head of Household's signature

By: _____
JHA Representative's signature

By: _____
Head of Household's name

By: _____
JHA Representative's name

By: _____
Spouse/Co-Head's signature

By: _____
Household Member over 18 yrs. old signature

By: _____
Spouse/Co-Head's name

By: _____
Household Member over 18 yrs. old name

Lease Addendum #11: Radon Gas

We are required by Florida Statute 404.056 (5) to give the following information to you.

“Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health department.”

By: _____
Head of Household’s signature

By: _____
JHA Representative’s signature

By: _____
Head of Household’s name

By: _____
JHA Representative’s name

By: _____
Spouse/Co-Head’s signature

By: _____
Household Member over 18 yrs. old signature

By: _____
Spouse/Co-Head’s name

By: _____
Household Member over 18 yrs. old name

Lease Addendum #12: Tax Credit Properties

Public Housing units located at a Tax Credit property are subject to Section 42 of the Internal Revenue Code of 1986 as amended (Section 42). These properties will include Lindsey Terrace Apartments and Brentwood Lakes Apartments. The following policies will be in effect for each of these properties:

Lindsey Terrace

In order for a family to be eligible for residency at Lindsey Terrace, the gross annual income for the household cannot exceed 60% of the Area Median Income (AMI) at their initial move-in. This determination will be re-verified on-site just prior to move-in and may require additional documentation as required by Section 42.

Tax credit recertification will be required once per year in addition to Public Housing recertification. At the time of the family’s annual Tax Credit recertification, the gross annual income for the household cannot exceed 140% of the current income limits (60% of AMI). If the household’s income limit exceeds this amount, they will not be able to renew their lease with Lindsey Terrace. They will, however, be offered a transfer to a Public Housing property not subject to Tax Credit regulations.

Brentwood Lakes

In order for a family to be eligible for residency at Brentwood Lakes, the gross annual income for the household cannot exceed 50% of the Area Median Income (AMI) at their initial move-in. This determination will be re-verified on-site just prior to move-in and may require additional documentation as required by Section 42.

Tax credit recertification will be required once per year in addition to Public Housing recertification. At the time of the family’s annual Tax Credit recertification, the gross annual income for the household cannot exceed 140% of the current income limits (50% of AMI). If the household’s income limit exceeds this amount, they will not be able to renew their lease with Brentwood Lakes. They will, however, be offered a transfer to a Public Housing property not subject to Tax Credit regulations.

By: _____
Head of Household’s signature

By: _____
JHA Representative’s signature

By: _____
Head of Household’s name

By: _____
JHA Representative’s name

By: _____
Spouse/Co-Head’s signature

By: _____
Household Member over 18 yrs. old signature

By: _____
Spouse/Co-Head’s name

By: _____
Household Member over 18 yrs. old name

Lease Addendum #13: Live-in Aide

I hereby certify that I am a live-in aide and meet all of the following requirements:

- I must be at least 18 years of age or have been emancipated by the court.
- I reside with a person(s) with a disability or an elderly person(s) (as defined by HUD),
- I am not obligated for the support of the person(s), and
- I would not be living in this unit except to provide support services.
- I am not currently living in any government or federally assisted unit(s) either as head of household, spouse, co-head, family member or as live-in aide (double subsidy). The assisted unit will remain my one and only residence as live-in aide.

I understand that I am not a leaseholder at _____, and that I
Unit Address

have no rights to the unit. In the event that the person to whom I am providing services no longer lives in the unit, I understand that I have no rights to the unit and must vacate the premises immediately.

While I am providing assistance to _____, I agree to abide by the
Resident's Name

House Rules of the Jacksonville Housing Authority.

Live-in Aide's Name (PRINT)

Social Security Number

Live-in Aide's Signature

Date

Representative of JHA

Date

Lease Addendum #14: Responsibility to Maintain Utility Service

According to Section 6 and 13(g) of this lease, it is your responsibility to arrange for and maintain utility service in your unit. You are hereby notified that residents of (*insert name of community*) are required to maintain utility service. Failure to do so will be considered a violation of your lease, and may be grounds for termination of your lease and eviction from Public Housing. Utilities which are cut off and not restored after a seven (7) day notice from the JHA, is a direct violation of the lease and grounds for termination.

By: _____
Head of Household's signature

By: _____
JHA Representative's signature

By: _____
Head of Household's name

By: _____
JHA Representative's name

By: _____
Spouse/Co-Head's signature

By: _____
Household Member over 18 yrs. old signature

By: _____
Spouse/Co-Head's name

By: _____
Household Member over 18 yrs. old name

HOUSEKEEPING STANDARDS INSIDE THE DWELLING

General –

- 1) Means of ingress and egress (ways to enter and exit the unit) must be accessible and not obstructed by furniture or property.
- 2) Walls: should be clean, free of dirt, grease, holes, cobwebs, and stains.
- 3) Floors: should be clean, clear, dry and free of hazards.
- 4) Ceilings: should be clean and free of cobwebs.
- 5) Windows: should be clean and not nailed shut. Shades or blinds should be intact.
- 6) Woodwork: should be clean, free of dust, gouges, or scratches.
- 7) Doors: should be clean, free of grease and stains. Doorstops should be present. Locks should work.
- 8) Heating units: should be dusted and access uncluttered.
- 9) Trash: shall be disposed of properly and not left in the unit.
- 10) Entire unit should be free of rodent or insect infestation. In case of infestation, resident must promptly notify JHA and follow all JHA and pest control treatment instructions.
- 11) Clothes must be hung in closets neatly or placed in drawers. All closet doors must be able to operate properly without interference from any contents inside the closets.
- 12) All windows must be covered appropriately. Sheets, blankets, aluminum foil, or other unauthorized items are not acceptable window coverings
- 13) Odors: indoor spaces must be free from high levels of sewer gas, fuel gas, mold, mildew, other harmful pollutants, or unpleasant odors.

Kitchen –

- 1) Stove: should be clean and free of food and grease.
- 2) Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
- 3) Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs.
- 4) Exhaust Fan: should be free of excessive grease and dust.
- 5) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- 6) Food storage areas: should be neat and clean without spilled food.
- 7) Trash/garbage: should be stored in a covered container until removed to the disposal area.

Bathroom –

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

Lease Addendum #15: Housekeeping (Page 2 of 2)

Storage Areas –

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

HOUSEKEEPING STANDARDS OUTSIDE THE DWELLING

- 1) Yards: should be free of debris, trash, and abandoned cars.
- 2) Porches and balconies (front and rear): should be clean and free of hazards. Any items stored on the porch and/or balcony shall not impede access to the unit. Furniture on porches and balconies must be designed and intended for outdoor use.
- 3) Steps (front and rear): should be clean, and free of hazards.
- 4) Sidewalks: should be clean and free of hazards.
- 5) Storm doors: should be clean, with glass or screens intact.
- 6) Parking lot: should be free of abandoned cars. There should be no car repairs in the lots.
- 7) Hallways: should be clean and free of hazards.
- 8) Stairwells: should be clean and uncluttered.
- 9) Laundry areas: should be clean and neat. Remove lint from dryers after each use.
- 10) Utility room: should be free of debris, motor vehicle parts, and flammable materials.
- 11) Lawns should be mowed, raked, and edged. Clippings, leaves and debris should be removed and deposited in the proper receptacle. (Scattered site developments only)
- 12) Flower beds should be weeded. (Scattered site developments only)

By: _____
Head of Household's signature

By: _____
JHA Representative's signature

By: _____
Head of Household's name

By: _____
JHA Representative's name

By: _____
Spouse/Co-Head's signature

By: _____
Household Member over 18 yrs. old signature

By: _____
Spouse/Co-Head's name

By: _____
Household Member over 18 yrs. old name

Lease Addendum #16: Lead Based Paint

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor’s Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

- (i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

- (ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

- (i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

- (ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee’s Acknowledgment (initial)

- (c) _____ Lessee has received copies of all information listed above and/or reviewed the documents in the property manager’s office.
- (d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home* and/or reviewed the documents in the property manager’s office.

Lessor’s Acknowledgment (initial)

(e) _____ Lessor has informed the lessee of the lessor’s obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

By: _____
Head of Household’s signature

By: _____
JHA Representative’s signature

By: _____
Head of Household’s name

By: _____
JHA Representative’s name

By: _____
Spouse/Co-Head’s signature

By: _____
Household Member over 18 yrs. old signature

By: _____
Spouse/Co-Head’s name

By: _____
Household Member over 18 yrs. old name

Smoke-Free Addendum

This Smoke Free Addendum between the resident* and the Jacksonville Housing Authority entered into between parties agrees that resident, resident's household members, and guests shall abide by the following:

1. **Purpose of Smoke Free Policy:** The parties desire to mitigate (i) the increased maintenance, cleaning and redecorating costs from smoking and (ii) the increased risk of fire from smoking.
2. **Definition of Smoking:** The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, tobacco product, or similar lighted product, including water pipes (hookahs), in any manner or in any form.
3. **Smoke Free Community:** Resident agrees and acknowledges that the unit to be occupied by resident, members of resident's household, or any guests has been designated as a smoke-free living environment. Resident, members of resident's household or guests shall not smoke within the Unit rented by resident, including any associated balconies, decks, or patios, nor anywhere on the grounds of the property that is within 25 feet of any housing unit or other building.
4. **Residents to Promote Non-Smoking:** Resident shall inform resident's household and guests of the Smoke Free Policy.
5. **JHA to Promote Smoke Free Policy:** JHA shall post non-smoking signs at entrances and exits, common areas, hallways, and in conspicuous places "in close proximity to" the smoke free building. The smoke-free policy extends to all outdoor areas up to 25 feet from the housing units or other buildings, or to the property boundaries in situations where the boundary is less than 25 feet from the JHA owned buildings.

Management will take reasonable steps to promptly remedy known and reported violations of the smoke-free policy.
6. **JHA Not a Guarantor of Smoke Free Environment:** Resident acknowledges the JHA's adoption of a smoke-free living environment, and the efforts to designate the units as smoke-free. However, this addendum does not make the JHA or any of its managing agents the guarantor of resident's health or of the smoke free condition of resident's unit and community. JHA shall use its best efforts to enforce the Smoke Free Policy. JHA is not required to take steps in response to the Smoke Free Policy unless JHA has actual knowledge of said smoking or has been given written notice of said smoking.
7. **Material Breach:** A material breach of this addendum shall be a material breach of the Lease and grounds for termination of the Lease by the JHA per Section 13, Resident and Member(s) of the Household Obligations. Resident shall be responsible for all damages and costs associated with termination of Lease due to material breach.

Lease Addendum #17: Smoke-Free Addendum * (Page 2 of 2)

8. **Disclaimer by JHA:** Resident acknowledges the JHA's adoption of a smoke free living environment, and the efforts to designate the community as smoke free does not in any way change the standard of care the JHA or managing agent would have to a resident, resident's household, or guests to render units and the community any safer, habitable, or improved in terms of air quality standards. JHA specifically disclaims any implied or express warranties that the building, community or resident's unit will have any higher or improved air quality standards than any other rental property. JHA cannot and does not warrant or promise that the community or unit will be free from secondhand smoke. Resident acknowledges that JHA's ability to police, monitor, or enforce this addendum is dependent in significant part on voluntary compliance by residents, other household members and guests. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that JHA does not assume any higher duty of care to enforce this addendum than any of the other of JHA's obligations under the Lease.

JHA has adopted a "Smoke Free" Policy for its housing in accordance with the provisions of HUD's PIH Notice 2012-25 (May 29, 2012). It has been well established that smoking cessation has demonstrated health benefits, and that second hand smoke represents a serious health risk to non-smokers.

Smoking in dwelling units is strictly prohibited. JHA reserves the rights including, but not limited to, termination of tenancy through eviction or the imposition of a reasonable charge for cleaning the unit where a violation has been found.

Admission and Occupancy Policy (AOP) amended for October 1, 2014.

I/We have read and understand the above Smoke Free Policy and agree to abide by it during my/our tenancy

*Does not apply to residents of Lindsey Terrace.

SIGNATURE(S):

By: _____
Head of Household's signature

By: _____
JHA Representative's signature

By: _____
Head of Household's name

By: _____
JHA Representative's name

By: _____
Spouse/Co-Head's signature

By: _____
Household Member over 18 yrs. old signature

By: _____
Spouse/Co-Head's name

By: _____
Household Member over 18 yrs. old name