

PUBLIC HOUSING LEASE

THIS LEASE is made and entered into between THE FORT COLLINS HOUSING AUTHORITY and _____.

1. Definitions.

- (a) "Landlord" shall mean The Fort Collins Housing Authority.
- (b) "Tenant" shall mean _____.
"Tenant's Household" shall mean the Tenant, members of the Tenant's family, and any live-in aide approved by the Landlord. The Tenant's Household shall consist of the following named persons:

Name	Date of Birth	Social Security No.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Any additions to the Tenant's Household (except natural births), including live-in aides or foster children or adults, must be approved in advance, in writing by the Landlord. The Landlord shall approve additions to the Tenant's Household if they pass screening and if an appropriate size Dwelling Unit is available. Deletions from the Tenant's Household shall be reported to the Landlord in writing within ten (10) days after the person leaves the Dwelling Unit.

- (c) "Dwelling Unit" shall mean _____.
- (d) "Premises" shall mean the building or complex in which the Dwelling Unit is located, including common areas, grounds, and parking lots.
- (e) "Drug" shall mean a controlled substance as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802).
- (f) "Drug-Related Criminal Activity" shall mean the illegal manufacture, sale, distribution, or use of a Drug or the possession of a Drug with intent to manufacture, sell, distribute or use the Drug.
- (g) "Violent Criminal Activity" shall mean any criminal activity that has, as one of its elements, the use, attempted use, or threatened use of physical

force substantial enough to cause, or be reasonably likely to cause, nontrivial bodily injury or property damage.

- (h) "Tenant's Guest" shall mean a person within the Dwelling Unit or on the Premises with the express or implied consent of the Tenant or a member of the Tenant's Household.
- (i) "Covered Person" shall mean the Tenant, any member of the Tenant's Household, Tenant's Guest.
- (j) "Residents" shall mean all persons occupying the Premises, including tenants of other dwelling units within the Premises, the members of their households, and their Guests.
- (k) "Neighbors" shall mean persons residing in the immediate vicinity of the Premises, the members of their households, and their Guests.
- (l) "HUD" shall mean the United States Department of Housing and Urban Development.

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- (m) "Rules and Regulations" shall mean all rules and regulations pertaining to the use and occupancy of Dwelling Unit and/or the Premises which are adopted by the Landlord in accordance with applicable HUD regulations and all properly adopted amendments to such Rules and Regulations including, but not limited to, the Tenant Handbook. The Tenant hereby acknowledges having received a copy of the Tenant Handbook prior to executing this Lease. Additional Rules and Regulations may be posted from time to time in a public place and shall be considered to be addenda to the Tenant Handbook.

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- (n) "Damage and Service Charge Schedule" shall mean the schedule of charges made by the Landlord for repairs of damage, other than normal wear and tear, to the Dwelling Unit or the Premises caused by a Covered Person. The Damage and Service Charge Schedule is posted in the Landlord's office. The Landlord reserves the right to make changes in the Damage and Service Charge Schedule upon giving proper notice to the Tenant of such changes pursuant to applicable HUD regulations. The Tenant acknowledges having had an opportunity to review the Damage and Service Charge Schedule prior to the execution of this Lease.

- (o) "Landlord's Staff" shall mean all persons employed by the Landlord and all independent contractors of the Landlord, including property management staff residing on the Premises.

- (p) "Laws" shall mean all applicable statutes, laws, ordinances, resolutions, rules, and regulations of every federal, state, county, municipal, and other governmental entity, agency, department, or authority having jurisdiction over the Landlord, the Tenant, the Premises, and /or the Dwelling Unit.

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- (q) "Grievance Procedure" shall mean the grievance procedure adopted by the Landlord, as amended from time to time, in accordance with applicable HUD regulations. The Tenant acknowledges having received

and reviewed a copy of the current Grievance Procedure prior to the execution of this Lease.

2. Lease of the Dwelling Unit. The Landlord hereby leases to the Tenant the Dwelling Unit on the terms and conditions set forth in this Lease. The Tenant shall have the right to exclusive use and occupancy of the Dwelling Unit by the Tenant and the members of the Tenant's Household in accordance with the terms of this Lease, including reasonable accommodation of their Guests.

3. Use and Occupancy.

- (a) Occupancy. The Tenant shall use the Dwelling Unit as a private residential dwelling for the Tenant, the members of the Tenant's Household (as specifically listed in Section 1[b] of this Lease), any minor children born into the Tenant's Household during the term of this Lease, and any Guest of the Tenant; provided that no Guest may reside in the Dwelling Unit for more than a total of fourteen (14) days during each calendar year without the prior written consent of the Landlord. The Tenant shall not permit the Dwelling Unit to be used for any other purpose or occupied by any other person without the prior written consent of the Landlord.
- (b) Home Occupation. With the prior written consent of the Landlord, the Tenant and members of the Tenant's Household may engage in legal, profit-making activities within the Dwelling Unit if: (i) the activities are incidental to the primary use of the Dwelling Unit for residential purposes by the Tenant and members of the Tenant's Household; (ii) such activities comply with all applicable Laws; (iii) such activities do not unreasonably annoy or disturb the peace of other Residents of the Premises or Neighbors; and (iv) such activities do not interfere with use of the Premises by other Residents.
- (c) Number of Residents. No person other than the Tenants and members of the Tenant's Household may occupy the Dwelling Unit. No additional persons shall be permitted to occupy the Dwelling Unit without first obtaining the written consent of Landlord, which consent may be granted or withheld at the sole and absolute discretion of Landlord. Any person occupying the Dwelling Unit shall be deemed to have assumed all of the obligations of a Tenant under this Lease, whether or not such person has signed this Lease. All Tenants shall be jointly and severally liable for the performance of each and every covenant of this Lease, including by example and not limitation, payment of rent. In the event one Tenant vacates the Dwelling Unit, such Tenant shall not be released from liability under this Lease but shall remain jointly and severally obligated for the performance of all the terms, covenants, conditions, and provisions of this Lease the same as if the Tenant had remained in possession. Landlord, in Landlord's sole and absolute discretion, shall have the right but not the obligation, to collect all rent and other amounts due under this Lease from any person named as a Tenant in this Lease, from any person who subsequently signs this Lease, from any person who occupies the Dwelling Unit.
- (d) Vehicles. The Tenant shall not permit any motorized scooter, motorcycle, or other vehicle within the Dwelling Unit. Inoperative automobiles shall not be stored, parked, or permitted to remain on the Premises, on any

street providing access to the Premises, or any parking lot appurtenant to the Premises. For purposes of this provision, any disassembled or partially disassembled car or other vehicle or any car or other vehicle which has not been moved under its own power for more than one week shall be considered an inoperative automobile subject to the terms of this paragraph. No vehicle shall be allowed to block access to any driveway, parking lot, or garage entrance. If the Dwelling Unit includes a garage, the garage doors shall remain closed except for ingress and egress or for maintenance purposes. No bicycle, shopping cart, planter or obstacle of any kind shall be permitted to block any sidewalk, hallway, walkway, or other access to the Premises.

- (e) Hazard Insurance. The Tenant shall not permit the Dwelling Unit to be used for any purpose which would render the insurance thereon void or make the insurance risk more hazardous. The Tenant shall not use a kerosene heater in the Dwelling Unit and may use an electric space heater only with the prior written consent of Landlord.
- (f) Rules and Regulations. The Tenant shall comply with all Rules and Regulations currently in effect and as may be subsequently amended, as well as any Rules and Regulations which may be adopted by Landlord in the future.
- (g) Pets. No dogs, cats, rodents, fish, reptiles, birds, or other animals of any kind shall be raised, bred, or kept on or within the Dwelling Unit except service and companion animals permitted by Landlord pursuant to the Landlord's policies for service and companion animals. In addition to service and companion animals, pets may be allowed in the Dwelling Unit with the prior written consent of Landlord, which consent may be granted or withheld at Landlord's sole and absolute discretion. Without limiting Landlord's discretion to permit pets, if Landlord permits pets within the Dwelling Unit, Landlord may require an additional security deposit in an amount to be determined by Landlord. The Tenant shall be responsible for any damage caused by the pet. The Tenant shall dispose of all pet waste without delay and in a clean, sanitary, and proper manner. The Tenant shall abide by all Rules, Regulations and all Laws concerning pets including, by example and not limitation, the local leash law for dogs.
- (h) Signs. No signs shall be erected, placed, or permitted to remain on the exterior of the Premises or within any windows of the Premises if visible from outside the Premises.
- (i) Prohibited Uses. The Dwelling Unit and the Premises shall not be used by a Covered Person:
 - (a) For boarders or lodgers.
 - (b) For any purpose which violates any applicable Law.
 - (c) For any activity which unreasonably annoys or disturbs the peace of other Residents or Neighbors.
 - (d) For any purpose which unreasonably interferes with use of the Premises by other Residents.

- (e) For any purpose which violates the Rules and Regulations.
- (f) For any purpose which violates any applicable provisions of building and housing codes or any other Law materially affecting health and safety.
- (g) For any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of, the Premises by other Residents and the Landlord's Staff.
- (h) For any criminal activity that threatens the health or safety or the right to peaceful enjoyment of their properties by Neighbors.
- (i) For any hazardous activity or any activity that could damage the Premises.
- (j)

3. Lease Term. The term of this Lease shall be for a period of one (1) year, commencing _____, and shall renew automatically monthly thereafter unless terminated as provided in this Lease.

4. Security Deposit. [Check one of the following boxes]

The Tenant has paid the amount of _____ Dollars (\$_____) to the Landlord as a security deposit (the greater of One Hundred Fifty Dollars [\$150] or the amount of one month's rent).

The Tenant shall pay the total sum of _____ Dollars (\$_____) to the Landlord as a security deposit, which amount shall be made in six (6) equal monthly installments, one-sixth when each of the first six (6) monthly installments of rent is due.

The Landlord shall hold the security deposit until the termination of this Lease. The security deposit may not be used by the Tenant for rent or other charges. The Tenant shall not be entitled to interest on the security deposit, and the Landlord shall have the right to commingle the security deposit with other security deposits held by the Landlord. The security deposit shall not be deemed to be liquidated damages, and if, upon the termination of this Lease, the claims of the Landlord exceed the security deposit, the Tenant shall remain liable for the balance of any such claims. Within sixty (60) days after the termination of this Lease or surrender by the Tenant and acceptance by the Landlord of the Dwelling Unit, whichever date last occurs, the Landlord shall return to the Tenant the security deposit less any amount retained by the Landlord for nonpayment of rent, nonpayment of utility charges, repair of damages that exceed normal wear and tear, and other amounts due from the Tenant under this Lease. If the Landlord retains any portion of the security deposit, the Landlord shall provide the Tenant with a written statement listing the exact reasons for the retention of any portion of the security deposit. The statement shall be accompanied by payment of the difference between the original security deposit and the amount retained. The Landlord shall be deemed to have complied with this section by mailing such statement and any payment required to the last known address of the Tenant. A request for an informal meeting to dispute any charges to the security deposit must be made within fourteen days of the delivery of the statement.

5. Rent. The Tenant shall pay monthly rent of _____ Dollars (\$_____). If this Lease begins on a day other than _____

the first day of the month, the first month's rent shall be _____ Dollars (\$_____).

[Check one of the following boxes]

Rent is based on the Landlord-determined flat rent for the Dwelling Unit ("Flat Rent").

Rent is based on the income and other information reported by the Tenant to the Landlord ("Formula-Based Rent").

The Tenant may elect to change the method of calculating rent at any recertification. If the Tenant has chosen the Flat-Rent method of calculating rent, the Tenant may request a reexamination and change to the Formula-Based method of calculating rent at any time the income of the Tenant and the members of the Tenant's Household has decreased, their on-going expenses for such purposes as child care and medical care have increased, or any other circumstances have occurred that create a hardship for the Tenant and the members of the Tenant's Household, which hardship could be alleviated by a change to the Formula-Based method of calculating rent.

- (a) Payment. Rent is due on or before the first day of each month. All payments of rent shall be made by the Tenant to the Landlord at the Landlord's principal office, 1715 West Mountain Avenue, Fort Collins, Colorado. The Landlord may designate a different place for payment of rent by written notice to the Tenant. Receipt of a tendered payment of rent by the Landlord shall not be deemed acceptance of the tendered payment. Rent shall be deemed accepted and paid only upon posting of the payment to the Tenant's account by the Landlord's accounting department, effective as of the date the rent was received by the Landlord. The acceptance of any payment of rent after the date due shall not be a waiver of the right of the Landlord to insist on having all subsequent payments of rent made on or before the first day of the month. In the event of a default in the payment of rent or any other amount due under this Lease, the acceptance of a partial payment of rent or other amounts due under this Lease shall not be considered a waiver of Tenant's default. Rent may not be paid in cash.
- (b) Late Payment Charge. The Tenant acknowledges that if any payment of rent or other amount due under this Lease is not received by the Landlord on or before the fifth day of the month, the Landlord will, as a result, incur costs not contemplated by this Lease, the exact amount of which would be difficult or impractical to ascertain. The Tenant therefore agrees that in the event any payment is not received by the Landlord on or before the fifth day of the month, the Tenant shall be obligated to pay to the Landlord a late payment charge in the amount of Twenty-Five Dollars (\$25). Tenant further acknowledges that the amount of the late payment charge is a reasonable good faith estimate made by the Landlord of the actual costs and expenses that will be incurred by the Landlord if the rent or other amounts due under this Lease are not received by the Landlord on or before the 5th day of the month. Only one late payment charge shall be required to be made for each monthly installment of rent which is not received by the Landlord on or before the fifth day of the month. All late payment charges shall be paid at the time of, and as a condition precedent to, the curing of any default under this Lease. This provision for late payment charges shall not constitute an

extension of the due date for any payment of rent required to be made pursuant to the terms of this Lease, nor shall it be considered a waiver of the right of the Landlord to require rent to be paid when due. This provision for late payment charges is intended solely to compensate the Landlord for its costs and expenses resulting from Tenant's default and is not intended as a penalty or incentive to pay the rent in a timely manner. Late payment charges shall be due fourteen (14) days after the Landlord gives written notice of such charges to the Tenant.

(c) Returned Check. The Tenant acknowledges that if any payment of rent or any other amount due under this Lease is made by check and if the check is not paid but returned to the Landlord for any reason whatsoever, the Landlord will incur costs not contemplated by this Lease, the exact amount of which will be difficult or impractical to ascertain. The Tenant therefore agrees that in the event any payment is made by check and in the event the check is returned for any reason whatsoever, the Tenant shall be obligated to pay to the Landlord a returned check fee in an amount equal to Twelve Dollars (\$12). This provision for returned check fee shall not constitute an extension of the due date for any payment of rent required to be made pursuant to the terms of this Lease. If a payment is made by check and the check is returned for any reason, the payment shall not be considered made until the check is paid and the payment is accepted by the Landlord by posting to the Tenant's account. The returned check fee shall be due in addition to any late payment charge which may be due as a result of the failure of the Tenant to make any payment required under the terms of this Lease on or before the fifth day of the month. Returned check fees shall be due fourteen (14) days after the Landlord gives written notice of such fees to the Tenant.

(d) Rent Recertification. If the Tenant has elected to have rent calculated based on the Formula-Based method, then each year, by a date specified by the Landlord, the Tenant shall provide updated information regarding the income, assets, and expenses of the Tenant and members of the Tenant's Household and the composition of the Tenant's Household. The Landlord shall verify the information supplied by the Tenant and use the verified information to establish the amount of the Tenant's rent for the next year. At the time of the annual review, the Landlord shall advise the Tenant of any income that will be excluded from consideration. Increased earnings due to employment shall be excluded during the twelve-month period following hire for the Tenant and the Tenant's Household whose income has increased because of the employment of a member of the Tenant's Household who was previously unemployed for one or more years, because of participation in a self-sufficiency program, or was assisted by a Colorado TANF program within the last six (6) months.

If the Tenant has elected to pay rent calculated on a Flat-Rent basis, income, asset, expense, and Household member composition reviews shall be held every third year. the Landlord shall notify the Tenant of the date by which such information must be provided to the Landlord.

If the annual income of the Tenant and members of the Tenant's Household cannot be projected for a twelve-month period or the Tenant and members of the Tenant's Household are reporting no income and the

Tenant has chosen the Formula-Based method of calculating rent, the Landlord may schedule special rent reviews every ninety (90) days.

If the Tenant disagrees with the determination of rent made by the Landlord at any recertification, the Tenant may request a hearing in accordance with the Grievance Procedure.

(e) Interim Rent Adjustments. The Tenant shall report to the Landlord in writing any of the following changes with respect to the Tenant's Household which occur between annual rent recertifications within ten (10) days of the date the change occurs:

- 1) The Tenant's Household has been increased as a result of a birth, adoption, or court-awarded custody.
- 2) A member of the Tenant's Household no longer resides in the Dwelling Unit.

In addition, if the Tenant has selected the Formula-Based method of calculating rent, the Tenant may report to the Landlord in writing the following changes with respect to the Tenant's Household which occur between annual rent recertifications:

- 3) A decrease in the annual income of the Tenant and the members of the Tenant's Household.
- 4) An increase in child care expenses for children under the age of thirteen (13) that are necessary to enable a member of the Tenant's Household to be employed or to attend school.
- 5) The receipt of handicapped assistance expenses which enable a member of the Tenant's Household to work.
- 6) An increase in medical expenses of a Household headed by an elderly, disabled, or handicapped person, which expenses are not covered by insurance.
- 7) Other changes in the circumstances of the Tenant's Household that impact the total adjusted income of the Tenant and members of the Tenant's Household.

Notwithstanding the foregoing, the Tenant's rent shall not be decreased based upon a decrease in the total annual income of the Tenant and members of the Tenant's Household if such decrease in income is caused by: (i) a reduction in the welfare or public assistance benefits received by the Tenant or members of the Tenant's Household resulting from a failure to comply with the conditions of the assistance program requiring participation in economic self-sufficiency program or other work activities; (ii) a reduction in welfare or public assistance benefits received by the Tenant or members of the Tenant's Household that is the result of an act of fraud. In either case, the amount of income to be attributed to the Tenant and members of the Tenant's Household shall include the income the Tenant and members of the Tenant's Household would have received had they complied with the welfare requirements or had they

not committed an act of fraud. For purposes of rent adjustments, the reduction of welfare or public assistance benefits to the Tenant or members of the Tenant's Household that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements.

(f) Effective Date of Rent Change. The Landlord shall give written notice to the Tenant of any change in the Tenant's rent. The notice shall state the amount of rent the Tenant is required to pay and the effective date of the new rental amount. The effective date for the new rental amount shall be as follows:

1) Rent Decrease. If rent decreases, the new rental amount shall become effective on the first day of the month after the Tenant reports the change in circumstances which results in the decrease in rent, given the change is reported and can be verified by the 20th of the month.

2) Rent Increase. If rent increases, the new amount shall be effective on the first day of the month which is not less than thirty (30) days after written notice of the increased amount is given by the Landlord to the Tenant.

3) Repayment Obligation. If the Tenant has elected to have rent calculated based on the Formula-Based method, the Tenant shall reimburse the Landlord for the difference between the rent actually paid and the rent that should have been paid if any of the following circumstances occur: (i) proper notice of a change in the income of the Tenant or any member of the Tenant's Household is not given to the Landlord within five (5) days of the date the change occurs; (ii) the Tenant does not submit rent review information by the date specified in the Landlord's request; or (iii) the Tenant submits false information initially or at any annual, special, or interim review. The Tenant shall not be required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow HUD procedures for determining rent. Reimbursement of any rent shall be made by the Tenant to the Landlord within thirty (30) days after written notice is given to the Tenant of the amount due.

(g) Rent Deferral. If, for good cause, the Tenant is unable to pay the rent, late charges, or any other amount due under this Lease when due, and if the Tenant requests in writing a deferral of the amount due, the Landlord may, in its sole and absolute discretion and without any obligation whatsoever to do so, permit the Tenant to pay the delinquent rent, late charges, and other amounts due pursuant to the terms of this Lease ("Deferred Rent") over a period of time determined by the Landlord, not to exceed twelve (12) months. If the Landlord does not approve of Tenant's request to defer rent in writing within five (5) days after the Tenant submits a written request for deferral of rent, then the Tenant's request shall be deemed denied. If the Landlord permits the Tenant to pay Deferred Rent over a period of time, the Tenant shall execute a Rent Repayment Agreement which shall provide that the Deferred Rent shall be payable in equal monthly installments due on the first day of each month. Monthly installments of Deferred Rent shall be paid in addition

to the regular monthly installments of rent and any other amount required to be paid pursuant to the terms of this Lease. Any default in the payment of any amount due under this Lease, including any installment of Deferred Rent, or any violation of any other term or provision of this Lease, shall cause the entire remaining balance of Deferred Rent to become immediately due and payable in full. The entire remaining balance of Deferred Rent shall be paid at the time of and as a condition precedent to the curing of any default under this Lease. This provision for deferral of rent shall be at the sole and absolute discretion of the Landlord and shall not constitute an extension of the due date of any payment required to be made pursuant to the terms of this Lease, nor shall it be considered a waiver of the right of the Landlord to require all rent and other amounts to be paid when due.

(h) Application of Payments. All payments accepted by the Landlord on the Tenant's account shall be applied as follows:

- 1) First, to current rent;
- 2) Second, to delinquent rent, applied to the oldest date first.
- 3) Third, to Deferred Rent;
- 4) Fourth, to the Security Deposit;
- 5) Fifth, to unpaid utilities;
- 6) Sixth, to maintenance charges, including lock-out fees and the cost of key replacement;;
- 7) Seventh, to late payment charges and returned check fees;
- 8) Eighth, the balance, if any, to attorney's fees, service of process fees and other costs of collection.

6. Condition of Dwelling Unit and Premises. By signing this Lease and the Move-In Unit Inspection Report attached to this Lease, the Tenant acknowledges that the Dwelling Unit and the Premises are safe, clean, and in good condition and that all appliances and equipment within the Dwelling Unit are in good working order. If the Tenant gives proper notice to the Landlord of the Tenant's intent to terminate this Lease and vacate the Dwelling Unit, the Tenant may request to be present at a move-out inspection of the Dwelling Unit.

7. Utilities. The Landlord shall provide the following utilities to the Dwelling Unit but shall not be liable for any failure of utility service which is beyond the reasonable control of the Landlord: _____.

The Tenant shall pay for the following utilities: _____.

The Tenant shall pay the cost of any utilities consumed in the Dwelling Unit in excess of the amount set forth in the Schedule of Excess Utility Charges. The Utility Allowance Schedule for Resident-Paid Utilities may be revised based on utility rate changes and shall be effective on the first day of the month following the month in which the last rate change occurred. Revision in utility charges based on changes in consumption shall become effective at the next annual redetermination of rent.

8. Maintenance.

(a) Maintenance by the Tenant. The Tenant and all other Covered Persons shall:

- 1) Keep the Dwelling Unit and all other areas assigned for the Tenant's exclusive use in a clean and safe condition.
- 2) Use all appliances, fixtures, and equipment in a safe manner and only for the purposes for which they are intended.
- 3) Not litter the Premises.
- 4) Not destroy, deface, damage, or remove any part of the Dwelling Unit or the Premises.
- 5) Immediately notify the Landlord of any defect in the plumbing, heating, ventilating, air conditioning, or electrical systems, fixtures, or appliances, or any other part of the Dwelling Unit or the Premises.
- 6) Not park unregistered vehicles on the Premises or in any unauthorized location. Vehicles must be in working order and have current license or will be towed away at tenant expense.
- 7) Cause all rubbish, garbage, trash, and debris to be stored and disposed of in a clean and safe manner and in accordance with the Rules and Regulations or any other procedures established by the Landlord.
- 8) Pay to the Landlord the amount specified in the Damage and Service Charge Schedule for the repair of damage, other than normal wear and tear, to the Dwelling Unit or the Premises caused by any Covered Person within thirty (30) days after receipt of the Landlord's statement of the repair charges. If the damage or service is not listed on the Landlord's Damage and Service Charge Schedule, the Tenant shall pay the actual cost incurred by the Landlord in repairing the damage. Any damage to the Dwelling Unit shall be presumed to have been caused by a Covered Person.
- 9) Maintain lawns and sidewalks, including mowing and trim, watering and snow removal.
- 10) Not use or store any outdoor grill within 10 feet of the Premises.
- 11) Fully comply with all of the terms and provision of the Lease Addendum for Mold Prevention attached hereto and incorporated herein by reference.

(b) Maintenance by the Landlord. The Landlord shall:

- 1) Maintain the Dwelling Unit and the Premises in a decent and safe condition.

- 2) Comply with the requirements of applicable building codes, housing codes materially affecting health and safety, and HUD regulations.
 - 3) Make necessary repairs to the Dwelling Unit within a reasonable period of time after the Landlord receives notice from the Tenant of the need for such repairs.
 - 4) Maintain electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, within the Dwelling Unit and the Premises in good and safe working order.
 - 5) Provide and maintain appropriate receptacles and facilities for the deposit of rubbish, garbage, trash, debris, and other waste removed from the Dwelling Unit by the Tenant.
 - 6) Supply running water and reasonable amounts of hot water and heat at appropriate times of the year (according to local customs and usage), except where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection.
- (c) Uninhabitability. If the Premises or the Dwelling Unit is damaged such that the Dwelling Unit is rendered uninhabitable, regardless of the cause:
- 1) The Tenant shall immediately notify the Landlord.
 - 2) The Landlord shall repair the Dwelling Unit within a reasonable period of time after receiving such notice. If the damage is caused by a Covered Person, the reasonable costs of the repairs shall be charged to the Tenant.
 - 3) If available, the Landlord shall offer standard alternative accommodations when necessary repairs cannot be made within a reasonable period of time.
 - 4) If repairs cannot be made within a reasonable period of time, rent shall abate in proportion to the seriousness of the damage and the loss in value to the Dwelling Unit. No abatement of rent shall be made if the Tenant rejects alternate accommodations or if the damage was caused by a Covered Person.
- (d) Alterations. No Covered Person shall do, permit, or authorize any of the following without first obtaining the Landlord's written consent:
- 1) Dismantle, change, or remove any part of the appliances, fixtures, or equipment in the Dwelling Unit.
 - 2) Paint or install wallpaper or contact paper in the Dwelling Unit.
 - 3) Attach awnings or window guards in the Dwelling Unit.
 - 4) Attach or place any fixtures, signs, or fences on the Premises.

- 5) Attach any shelves, screen doors, or other permanent improvements in the Dwelling Unit.
- 6) Install or alter carpeting, resurface floors, or alter woodwork in the Dwelling Unit.
- 7) Install washing machines, dryers, fans, heaters, or air conditioners in the Dwelling Unit.
- 8) Install any aerial, antenna, satellite dish, cable television or other electrical connections on the Dwelling Unit or the Premises.
- 9) Install additional or different locks or gates on any doors or windows of the Dwelling Unit.
- 10) Attach any basketball backboards to any part of the Dwelling Unit or the Premises.

9. Access by Landlord. Upon not less than two (2) days' prior written notice to the Tenant, the Landlord shall have the right to enter the Dwelling Unit for the purpose of performing routine inspections, maintenance, repairs, extermination, or to show the Dwelling Unit for rerenting. The notice shall specify the date, time, and purpose for the entry. The Tenant shall permit the Landlord, members of the Landlord's Staff, or other persons when accompanied by a member of the Landlord's Staff to enter the Dwelling Unit for the purposes specified in the notice. In the event that the Tenant and all adult members of the Tenant's Household are absent from the Dwelling Unit at the time of entry, the Landlord shall leave a card stating the date, time, and name of the person entering the Dwelling Unit and the purpose of the entry. The Landlord may enter the Dwelling Unit at any time without advance notice to the Tenant when there is reasonable cause to believe an emergency exists.

10. Size of Dwelling. The Tenant understands that the Landlord assigns dwelling units according to the occupancy standards published in its Admission and Continued Occupancy Policy (ACOP). The standards consider the type (such as dwelling units designed for the elderly or handicapped) and size of the dwelling unit required by the number of members of the Tenant's Household. If the Tenant is or becomes eligible for a different type or size dwelling unit and an appropriate dwelling unit under this program and the Landlord's transfer policy becomes available, the Tenant shall be given a reasonable period of time to move. This time shall not exceed sixty (60) days unless an unusual hardship condition exists. If the Tenant fails to move to the designated dwelling unit within the notice period specified by the Landlord, the Landlord may terminate this Lease. If the Landlord determines that a Tenant must transfer to another dwelling unit based on the composition of the Tenant's Household, the Landlord shall notify the Tenant. The Tenant may request an explanation stating the specific grounds of the determination, and if the Tenant does not agree with the determination, the Resident may request a hearing in accordance with the Grievance Procedure.

11. Termination.

- (a) Termination by Landlord. The Landlord may terminate this Lease for any of the following grounds:
 - 1) Serious or Repeated Violations of the Lease. The Landlord may terminate this Lease for serious or repeated violations of this Lease which include, but are not limited to, the following:

- (A) Failure to pay rent, deferred rent, or any other amounts under this Lease.
- (B) Violation of household obligations by any Covered Person, which include the following:
 - (i) Assignment of this Lease or subletting of the Dwelling Unit.
 - (ii) Providing accommodations to boarders or lodgers.
 - (iii) Using the Dwelling Unit for any purpose other than a private dwelling for the Tenant and the members of the Tenant's Household (as specifically identified in Section 1[b] of this Lease).
 - (iv) Violation of the Landlord's Rules and Regulations.
 - (v) Failure to comply with all obligations imposed upon the Tenant by applicable provisions of building and housing codes and any other Law materially affecting health and safety.
 - (vi) Failure to keep the Dwelling Unit and such other areas as may be assigned to the Tenant for the Tenant's exclusive use in a clean and safe condition.
 - (vii) Failure to dispose of all garbage, rubbish, trash, debris, and other waste from the Dwelling Unit in a sanitary and safe manner.
 - (viii) Using electrical, plumbing, sanitary, heating, ventilating, air conditioning, or other facilities and appurtenances, including elevators, in an unreasonable manner.
 - (ix) Destroying, defacing, damaging, or removing any part of the Dwelling Unit or Premises.
 - (x) Failure to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the Dwelling Unit or the Premises caused by a Covered Person within fourteen (14) days after receipt of Landlord's statement of the repair charges.
 - (xi) Act in a manner which will disturb other Residents' peaceful enjoyment of their dwelling units or which would not be conducive to maintaining the Premises in a decent, safe, and sanitary condition.
 - (xii) Failure to pay late charges and/or returned check fees within fourteen (14) days after the Landlord

gives written notice of such fees and charges to the Tenant.

2) Criminal Activity by Covered Persons.

- (A) Drug Crime (On or Off the Premises). The Landlord may terminate this Lease if any Covered Person has engaged in any Drug-Related Criminal Activity on or off the Premises.
- (B) Methamphetamine Conviction. The Landlord may terminate this Lease if the Landlord determines that any member of the Tenant's Household has ever been convicted of Drug-Related Criminal Activity for the manufacture or production of methamphetamine on the premises of any federally assisted housing.
- (C) Violent Criminal Activity. The Landlord may terminate this Lease in the event of any Violent Criminal Activity by a Covered Person on the Premises or within the Dwelling Unit.
- (D) Other Criminal Activity. The Landlord may terminate this Lease in the event of any criminal activity by a Covered Person that threatens the health or safety, or the right to peaceful enjoyment of, the Premises by other Residents, including the Landlord's Staff residing on the Premises, that threatens the health or safety of Neighbors or that threatens the health or safety of the Landlord's Staff.
- (E) Fugitive, Felon, or Parole Violator. The Landlord may terminate this Lease if any Covered Person is: (i) fleeing to avoid prosecution or custody or confinement after conviction for a crime or attempt to commit a crime that is a felony under the laws of the place from which the individual flees, or in the case of the state of New Jersey, a high misdemeanor; or (ii) violating a condition of probation or parole imposed under federal or state law.
- (F) Evidence of Criminal Activity. The Landlord may terminate this Lease for criminal activity by a Covered Person if the Landlord determines that the Covered Person has engaged in the criminal activity, regardless of whether the Covered Person has been arrested for, charged with, or convicted of such criminal activity.
- (G) Information Shared with Law Enforcement. The Landlord may disclose information to law enforcement authorities if: (1) The Landlord has reasonable grounds to believe that a crime has been committed and is providing the information in connection with the reporting of that crime; or (2) a law enforcement authority makes a request to the Landlord to inspect an individual's records and provides evidence satisfactory to the Landlord that the inspection is reasonably related to the law enforcement authority's duties.

- 3) Alcohol Abuse. The Landlord may terminate this Lease if the Landlord determines that the Tenant or a member of the Tenant's Household has engaged in abuse or a pattern of abuse of alcohol that threatens the health or safety of, or the right to peaceful enjoyment of, the Premises by other Residents.
- 4) Other Good Cause. The Landlord may terminate this Lease for other good cause which includes, but is not limited to:
- (i) Failure to provide timely and accurate statements of income, assets, expenses, and composition of the Tenant's Household initially or at any interim, special, or annual rent recertification; failure to attend reexamination interviews or to cooperate in the verification process if the Tenant has chosen to pay rent based on the Formula-Based method of calculating rent.
 - (ii) Furnishing false or misleading information during the initial application or any review process.
 - (iii) Failure to perform required community service or be exempted therefrom.
 - (iv) Failure to allow inspection of the Dwelling Unit.
 - (v) Determination that a Covered Person has knowingly permitted an ineligible noncitizen not listed as a member of the Tenant's Household in Section 1(b) of this Lease to permanently reside in the Dwelling Unit.
 - (vi) Determination that the Tenant or a member of the Tenant's Household is a registered sex offender.
 - (vii) Use of the Premises or Dwelling Unit by a Covered Person in violation of any applicable Law.
 - (viii) Any act or series of acts by a Covered Person that, when considered together: (1) occurs on or near the Premises and endangers any of the Landlord's Staff, any other Resident of the Premises, or any Neighbor or willfully and substantially endangers the property of the Landlord; or (2) occurs on or near the Premises and constitutes a Violent or Drug-Related Criminal Activity prohibited under any Law; or (3) occurs within the Dwelling Unit or on the Premises and constitutes a criminal act in violation of any Law that carries a potential sentence of incarceration of one hundred eighty (180) days or more and has been declared to be a public nuisance under any Law. In any action for possession under this subsection (viii), it shall be a defense that:
 - (A) The Tenant is a victim of domestic violence that has been documented by the filing of a police report or the issuance of a protection order and the

domestic violence is the basis for the termination notice; or

- (B) The Tenant did not know of, and could not reasonably have known of or prevented, the commission of a violation of this subsection (viii) by Tenant's Guest, but immediately notified a law enforcement officer of Tenant's knowledge of the violation.
- (ix) Failure to make any payment due to the Landlord; including, but not limited to, Deferred Rent due under this or any prior Lease between Landlord and Tenant for the Dwelling Unit or any other dwelling unit owned, operated or managed by the Landlord, within the time and in the manner provided in this Lease.
- (b) Termination by Tenant. The Tenant may terminate this Lease by giving the Landlord thirty (30) days' prior written notice, after the initial term of the lease.
- (c) Termination Upon Death or Incapacity of Tenant. Upon the death of the Tenant or, if there is more than one Tenant, upon the death of all Tenants, either the Landlord or the personal representative of the Tenant's estate may terminate this Lease upon ten (10) days' prior written notice to be effective on the last day of the calendar month after the expiration of said ten days. The termination of this Lease as a result of the death of the Tenant shall not relieve the Tenant's estate from liability for payment of rent or other amounts due prior to the effective date of termination or for the payment of amounts necessary to restore the Dwelling Unit to the condition existing at the commencement of the term of this Lease, normal wear and tear excepted.

If, during the term of this Lease, the Tenant, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and the Landlord is unable to make a reasonable accommodation to enable the Tenant to comply with the terms of this Lease, then the Landlord may terminate this Lease upon thirty (30) days' written notice to the Tenant. The Landlord shall act in good faith and use reasonable efforts to assist the Tenant to secure suitable housing, either through members of the Tenant's family or appropriate governmental agencies.
- (d) Termination Upon Domestic Violence or Domestic Abuse. If the Tenant notifies the Landlord in writing that the Tenant is the victim of domestic violence or domestic abuse and provides to the Landlord evidence of domestic violence or domestic abuse in the form of a police report written within the prior sixty (60) days or a valid protection order and the Tenant seeks to vacate the Dwelling Unit due to fear of imminent danger for self or children because of the domestic violence or domestic abuse, the Tenant may terminate this Lease and vacate the Dwelling Unit. If the Tenant terminates this Lease and vacates the Dwelling Unit pursuant to this subparagraph (d), the Tenant shall be responsible for one month's rent following vacation of the Dwelling Unit, which amount shall be due and payable to the Landlord within ninety (90) days after the Tenant

vacates the Dwelling Unit. The Landlord shall not be obligated to refund the security deposit to the Tenant until such time as the Tenant has paid the one month's rent pursuant to this subsection (d). The Landlord and the Tenant may use any amounts owed to the other to offset costs for the one month's rent or the security deposit. The Tenant shall be obligated to pay the one month's rent following vacation of the Dwelling Unit only if the Landlord has experienced and documented damages equal to at least one month's rent as a result of the Tenant's early termination of this Lease.

(e) Notice of Termination of Lease. If the Landlord proposes to terminate this Lease, the Landlord shall give written notice of the proposed termination to the Tenant as follows:

- 1) For failure to pay rent: not less than fourteen (14) days.
- 2) A reasonable period of time based on the urgency of the situation:
 - (i) If the health or safety of other Residents of the Premises, Neighbors, or the Landlord's staff is threatened;
 - (ii) If any member of the Tenant's Household has engaged in any Drug-Related Criminal Activity or Violent Criminal Activity;
 - (iii) If any member of Tenant's Household is convicted of a felony.
- 3) For all other causes: fourteen (14) days.

The notice of proposed termination of this Lease shall:

- 1) Specify the date the Lease shall terminate.
- 2) State the specific grounds for termination.
- 3) Advise the Tenant of the right to reply as he or she may wish and to examine the Landlord's documents directly relevant to the termination.
- 4) Inform the Tenant of the Tenant's right to request a hearing in accordance with the Landlord's Grievance Procedure if the Landlord is required to afford the Tenant an opportunity for a grievance hearing
- 5) Grant to the Tenant not less than fourteen (14) days within which to request a grievance hearing if the Landlord is required to afford the Tenant the opportunity for a grievance hearing.
- 6) State that the Tenant is not entitled to a grievance hearing if the Landlord is not required to afford the Tenant the opportunity for a grievance hearing.

Contemporaneously with any notice of proposed Lease termination, the Landlord may give any notice required by applicable Law for termination of tenancy, and the time period specified by Law may run concurrently with the time period set forth above for notice of proposed Lease termination.

Upon the expiration of any applicable notice and cure period, the Landlord may commence proceedings to regain possession of the Dwelling Unit pursuant to the Colorado Forcible Entry and Detainer laws.

(f) Service of Notice.

- 1) Notice to the Tenant. Any notice from the Landlord to the Tenant shall be in writing and shall be either personally delivered to the Tenant or to a member of the Tenant's Household over the age of fifteen (15) years residing in the Dwelling Unit or, if no one is in the Dwelling Unit at the time service is attempted, by posting such notice in a conspicuous place on the Dwelling Unit. Such notice shall also be sent to the Tenant by first-class mail, properly addressed, postage prepaid. If the Tenant is visually impaired, notice shall be in accessible format. Notices shall be deemed given (received) when personally delivered, or posted and deposited in the United States mail.
- 2) Notice to the Landlord. Any notice from the Tenant to the Landlord shall be in writing and either personally delivered to the Landlord at the Landlord's office, 1715 West Mountain Avenue, Fort Collins, Colorado, or sent to the Landlord by first-class mail, postage prepaid, addressed to the Landlord at 1715 West Mountain Avenue, Fort Collins, CO 80521. Notices shall be deemed given to the Landlord when delivered or, if mailed, when received.

12. Protections for Victims of Abuse.

- (a) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking ("Domestic Abuse") will not be construed as serious or repeated violations of the lease or other "good cause" for termination of this Lease or occupancy rights of a victim of Domestic Abuse.
- (b) Criminal activity directly relating to Domestic Abuse, engaged in by a member of a Tenant's Household or any Covered Person, shall not be cause for termination of this Lease or occupancy rights of the Tenant or a member of the Tenant's Household who is the victim or threatened victim of the Domestic Abuse.
- (c) Notwithstanding any restrictions on admission, occupancy, or termination of occupancy or any Law to the contrary, the Landlord may "bifurcate" this Lease, in order to evict, remove, and terminate the occupancy rights, of any individual who is a Tenant or member of the Tenant's Household and who

engages in Domestic Abuse. This action may be taken without evicting, the victim of the Domestic Abuse who is also a Tenant or lawful occupant.

- (d) Nothing in this section shall be construed to limit the authority of the Landlord, when notified, to honor court orders addressing rights of access or control of the Dwelling Unit, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the Member of the Tenant's Household.
- (e) Nothing in this section shall limit the right of the Landlord to terminate this Lease for any violation of the Lease not premised on the Domestic Abuse, provided that the Landlord does not subject an individual who is or has been a victim of Domestic Abuse to a more demanding standard than other tenants in determining whether to evict.
- (f) Nothing in this section shall be construed to limit the authority of the Landlord to evict any Tenant in the event of an actual and imminent threat to other tenants or those employed at or providing service to the Premises if the tenant is not evicted.
- (g) Nothing in this section shall be construed to supersede any provision of any Law that provides greater protection than this section for victims of Domestic Abuse.

13. Abandoned Property. The Dwelling Unit and any personal property of the Tenant in the Dwelling Unit shall be presumed to be abandoned if the Tenant is delinquent in the payment of rent or other charges due under this Lease, has failed to contact the Landlord for a period of not less than thirty (30) days, and the Landlord, in good faith, is without knowledge of any evidence indicating that the Tenant does not intend to abandon the Dwelling Unit and the Tenant's personal property within the Dwelling Unit. If the Dwelling Unit is abandoned, the Landlord may enter the Dwelling Unit and take possession of any personal property remaining in the Dwelling Unit ("the Abandoned Property"). At least fifteen (15) days prior to selling or otherwise disposing of the Abandoned Property, the Landlord shall notify the Tenant of the proposed manner and date of disposition by transmitting said notice to the Tenant's last known address by registered or certified mail, return receipt requested, signed by the addressee only. The Landlord shall maintain in its records for a period of one (1) year a copy of said notice, together with the return receipt signed by the addressee or, if said notice is returned unclaimed, said notice and the proof of return unclaimed shall be so maintained. If the written notice is returned unclaimed, the Landlord shall publish said notice at least one (1) day in a newspaper in Larimer County.

14. Landlord's Lien. The Landlord shall have a lien upon the Tenant's personal property that is on or in the Dwelling Unit. The value of the lien shall be for the amount of unpaid rent and for reasonable costs incurred in enforcing the lien. The lien shall be upon the household furniture, goods, appliances, and other personal property of the Tenant and members of the Tenant's Household, but exclusive of small kitchen appliances, cooking utensils, beds, bedding, necessary wearing apparel, personal or business records and documents, and the personal effects of the Tenant and members of the Tenant's Household. The Landlord may enforce its lien against the Tenant's personal property pursuant to applicable Colorado law.

15. Attorney's Fees and Costs. In the event of default in the performance of any of the terms, covenants, conditions, or provisions contained in this Lease, the defaulting party expressly agrees to pay, and any court shall award to the nondefaulting party, all costs, expenses, and reasonable attorney's fees, incurred by the nondefaulting party in enforcing this

Lease, which costs and expenses shall include, but shall not be limited to, services of Notices, service of process, filing fees, and fees of any collection agency retained to collect any monetary amount due under this lease (other than fees that are based on a percentage of the amount collected).

16. Transfer of Leasehold Interest by Tenant. The Tenant shall not assign this Lease or any interest therein, sublet the Dwelling Unit or any part thereof, or permit any other person to occupy the Dwelling Unit, except members of the Tenant's Household as specifically listed in Section 1(b) of this Lease and any minor children born into the Tenant's Household during the term of this Lease, without first obtaining the written consent of the Landlord, and any assignment, subletting, or occupancy without the prior written consent of the Landlord shall terminate this Lease.

17. Surrender of Dwelling Unit. The Tenant shall, at the termination of this Lease, vacate the Dwelling Unit and leave the Dwelling Unit in as good condition as it was in at the commencement of the term of this Lease, ordinary wear and tear excepted, and shall leave the Dwelling Unit clean and free and clear of rubbish and debris. Upon vacating the Dwelling Unit, the Tenant shall return all keys for the Dwelling Unit to the Landlord; and in the event the Tenant fails to return such keys, the Landlord may install new locks, and all costs incurred by the Landlord in such installation shall be paid by the Tenant.

18. Waiver of Breach. No waiver of any breach of any term or provision of this Lease shall be considered a waiver of any preceding or succeeding breach of the same or any other provision of this Lease.

19. Grievances. All individual grievances or appeals, with the exception of those cases concerning eviction or termination of tenancy which are based upon the Tenant's creation or maintenance of a threat to health or safety of other Residents or members of the Landlord's Staff, shall be processed under the Grievance Procedure.

Before the Landlord shall schedule a grievance hearing for any grievance concerning the amount of rent the Landlord claims is due, the Tenant must first bring his or her account current by paying to the Landlord an amount equal to the amount of rent, Deferred Rent under this and any prior Lease, late charges, and all other amounts due and payable as of the first of the month preceding the month in which the act or failure to act took place. After the hearing is scheduled, the Tenant shall continue to deposit monthly rent into the Landlord's escrow account until the complaint is resolved by the decision of the hearing officer or panel.

When the Landlord is required to afford the Tenant the opportunity for a hearing in accordance with the Landlord's Grievance Procedure for a grievance concerning the Lease termination, the tenancy shall not terminate (even if any notice to vacate under state or local law has expired) until the time for the Tenant to request a grievance hearing has expired and (if a hearing was timely requested by the Tenant) the grievance process has been completed.

20. Discrimination Prohibited. The Landlord shall not discriminate based upon race, color, creed, religion, national origin, sex, marital status, age, handicap or disability, familial status, ancestry, or recipients of public assistance and shall comply with all nondiscrimination Laws.

21. Parties Bound. If there is more than one Tenant, all Tenants shall be jointly and severally liable for the performance of all of the terms, covenants, conditions, and provisions of this Lease. This Lease shall be binding on the heirs, personal representatives, and successors of the parties hereto.

22. REVIEW OF LEASE. THE TENANT HEREBY EXPRESSLY CERTIFIES TO THE LANDLORD THAT THE TENANT HAS READ AND UNDERSTANDS THIS LEASE AND THE ADDENDUM ATTACHED HERETO; HAS EXECUTED THE MOVE-IN UNIT INSPECTION REPORT ATTACHED HERETO; AND HAS HAD AN OPPORTUNITY TO REVIEW THE RULES AND REGULATIONS, DAMAGE AND SERVICE CHARGE SCHEDULE, AND GRIEVANCE PROCEDURE PRIOR TO SIGNING THIS LEASE.

Tenant

Date: _____

Tenant

Date: _____

THE FORT COLLINS HOUSING AUTHORITY,
Landlord

BY: _____
Title: _____

Date: _____