

**Bloomington RAD I, LP**

1007 North Summit Street  
Bloomington, IN 47404  
Phone (812)339-3491 | Fax (812)339-7177

**LEASE**

This Lease, made and entered into this **1st** day of \_\_\_\_\_ by and between Bloomington Housing Authority (hereinafter called "Management Agent") as agent for the Owner, Bloomington RAD I, LP (hereinafter called "Owner") and \_\_\_\_\_ (hereinafter jointly called "Resident") ;

**1. Unit Designation and Lease Term.** In consideration of the Lease Agreement contained on the part of Resident to be kept and performed, Owner or Management Agent does hereby lease to Resident Unit Address (the "Unit") in the community known as Complex, (hereinafter called "Apartment Community"), together with all appliances, which may be provided therein.

The term of this Lease shall commence on \_\_\_\_\_ and terminate at 12:00 a.m. midnight on the last day of \_\_\_\_\_ **20xx**. However, if either party fails to provide the other with written notice of its intent to terminate or amend the Lease thirty (30) days prior to the Expiration Date, the Lease shall continue (on the terms and conditions and at the rental set forth herein) to renew for another 12 month term.

- A. The initial term of this Lease shall be twelve (12) months and will start on the **1st** day of XXXXX. The Lease will automatically renew for successive 12-month periods, except as otherwise provided by this Lease.
- B. Early termination of the Lease will require a written 30-day notice and result in a \$50.00 lease break fee plus all applicable fees and charges.
- C. All members of the household age 18 years or older must sign this Lease.
- D. The term of the Lease terminates if any of the following occurs:
  - 1. The Owner terminates the Lease for good cause;
  - 2. The Resident terminates the Lease pursuant to Section 17 of the Lease;
  - 3. The Owner and the Resident agree to terminate the Lease;
  - 4. The PHA or Management Agent terminates the HAP Contract; or
  - 5. The PHA or Management Agent terminates assistance for the family.

**Household members**

Name (HOH)	Gender	Date of Birth	Relationship
			self

**2. Rent.** Resident shall pay to Owner or Management Agent a monthly rent of as describe below for the full term of this Lease; Each due and payable between the first of each calendar month throughout the term of this Lease, without demand or notice.



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Resident shall pay the rent to the Owner at 1007 N. Summit St, Bloomington IN 47404, or to such other address as Owner or Management Agent shall direct from time to time.

All rent checks/money orders shall be made payable to the order of Bloomington RAD I, LP. No cash will be accepted.

The Resident agrees to pay \$\_\_\_\_\_ for the month ending \_\_\_\_\_ for the remainder of the initial term, Resident agrees to pay a rent of \$\_\_\_\_\_ per month.

**3. Other Charges.** A late charge of \$25.00 will be assessed if rent has not been received by the 5<sup>th</sup> day of each calendar month. Payments made will be applied to any outstanding balance, which may include rent, utilities, maintenance, or any other balance owed. **Initials**\_\_\_\_\_

If utility is part of the rent and NOT paid to the supplier directly by the Resident, the Resident will be assessed amounts for the consumption of excess utilities resulting from the use of major Resident-supplied appliances in accordance with the Owners Standard Charge list. **Initials**\_\_\_\_\_

The Owner or Management Agent may collect a returned check fee of \$15.00 any time a check is returned for reason of a closed account or insufficient funds. Personal checks will not be accepted for a period of twelve (12) months following a returned check. Any payment during the twelve month period must be made by money order, cashier’s check, debit or credit card. **Initials**\_\_\_\_\_

Refusal of pest control services or failure to prepare for pest control treatments will result in a fee of \$50.00 for each attempt. **Initials**\_\_\_\_\_

**ATTORNEY'S FEES.** In any legal action to enforce the terms hereof or relating to the premises, the Owner or Management Agent shall be entitled to all costs incurred in connection with such action, including reasonable attorney fees and court cost. **Initials**\_\_\_\_\_

Additional charges may be applied to the Resident’s account in accordance with the Owners Standard Charge list, posted in the lobby and incorporated by reference in this Lease, and may include but are not limited to charges for the repair of damages beyond normal wear and tear, cleaning charges and transfer and admission charges, when applicable.

The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Resident.

- A. All non-recurring (one-time) additional charges due under this Lease must be paid on the first day of the month following a 14-day written notice of such a charge, unless otherwise specified in writing by the Owner or Management Agent.
- B. All recurring additional charges are due and payable in full on the first day of the month the charge will be applied to the Resident’s account and the first day of each month thereafter. Resident is entitled to an initial one (1) time 14-day notice of the Owner’s or Management Agent’s intent to add a recurring charge to the Resident’s account, unless the additional charge is governed under separate contract or agreement with Resident.
- C. All charges are considered separate from monthly rent, and are due in addition to rent.



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D. If the Resident disputes the assessment of the charges to the Resident’s account, Resident has ten (10) days from the date of the notice in which to file a dispute. If the Resident fails to file a dispute within the prescribed period, any charges assessed with be deemed appropriate; as Resident waives the right to later dispute said charges.

**4. Security Deposit.** Owner or Management Agent hereby acknowledges receipt from Resident of the Security Deposit of \$\_\_\_\_\_ as security for Resident's full and faithful performance of each and every term, and condition of this Lease.

Resident understands and agrees that the Security Deposit will not be applied as payment for rent as it becomes due or against any other amount due from Resident to Owner or Management Agent, and that the monthly rent must be paid each month, including the last month of the Lease term.

Owner may use, apply or retain the whole or any part of the Security Deposit for the payment of any rent or other fees due, and any other amount allowed by state law. In the event of termination of this Lease and delivery of possession of the Unit, and provided that Resident supplies Owner or Management Agent with a valid mailing address to which to deliver any and all notices and any remaining Security Deposit due Resident, Owner or Management Agent shall mail to Resident a check for the Security Deposit, less any deductions from it on account of amounts owed by Resident to Owner or Management Agent, together with a written itemization of such amounts within forty-five days.

**Initials** \_\_\_\_\_

**5. Utilities.** Owner will supply electricity, natural gas, water, sewer service, and trash collection. Owner will not be liable for the failure to supply utility service for any cause whatsoever beyond its control. Resident is responsible for and will pay all charges for utilities other than those supplied by Owner.

Owner will provide the following appliances:

- Cooking range
- Refrigerator
- Washer
- Dryer
- Dishwasher

Resident agrees to use all utilities in a reasonable manner related to a residential use; this includes keeping windows and doors shut while the furnace or air conditioners are operating and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. Resident also agrees to abide by any local ordinance or Rules and Regulations restricting or prohibiting the use of space heaters in multi-dwelling units. Resident will maintain the Unit temperature at or above sixty degrees Fahrenheit (60°F) to prevent frozen water pipes. Failure to maintain the appropriate minimum temperature within the Unit is a breach of this Lease.

Failure to pay excess utilities charges shall be a violation of the Lease and grounds for termination.

**6. Redetermination of Rent, Dwelling Size and Eligibility.** Once a year or as otherwise required by this Lease, Management Agent, Owner or applicable laws or regulations, the Resident shall furnish such information and certifications as required to make determination with respect to rent, eligibility and appropriateness of dwelling size. All adult members of a Resident’s household must participate in the annual review and recertification process. Failure to participate will result in a lease violation and grounds for eviction. Rent for Section 42 under the Internal Revenue Code (tax credit units) will be set annually based on the rent limits determined by HUD. After initial occupancy, the Owner or Management Agent must re-examine a family’s eligibility for continued occupancy. Residents must provide documentation of family composition, income, and assets. At the time of re-examination, income, employment, allowances,



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Social Security numbers, and any additional data deemed necessary will be verified. Verified information will be analyzed and a determination made with respect to: the eligibility of the household for continued occupancy; the eligibility of an individual as a remaining family member; the appropriate unit size for the family; and the amount of rent the family should pay. Failure to complete re-examination is a serious lease violation and grounds for lease termination.

### **Section 42 Only**

- A. A household's anticipated annual gross income must be at or below the applicable income limit for this community.
- B. A household's composition cannot be comprised of entirely full time students.

**7. Live-in aide/Foster Child.** With prior written consent of Owner or Management Agent, a foster child or live-in aide may reside in the personal residence.

“Live-in aide” means a person who resides with an elderly, disabled or handicapped person and who:

- A. is determined to be essential to the care and well-being of the person;
- B. is not obligated for the support of the person; and
- C. would not be living in the unit except to provide the necessary supportive;
- D. any of the above that reside in the unit is not to be counted as a household member in determining income limits.
- E. any properly executed *Live-In Care Attendant/Live-In Aide Addendum* is hereby incorporated by reference [24 CFR 983.256(d) (1) (ii)].

**8. Entry of Premises During Occupancy.** The Resident agrees Owner or Management Agent and its representatives will be permitted to enter the Resident’s Unit for the following purposes:

- A. Performing Maintenance and making repairs- a request for maintenance service made by a Resident will constitute permission for BHA and its representatives to enter the Unit in Resident’s absence to perform the requested repairs.
- B. Conducting Inspections. Inspecting the unit for housekeeping issues, pest control infestations or for conducting other inspections required by regulatory agencies.
- C. Emergencies-Owner or Management Agent may enter the Unit at any time without advance notification where there is reasonable cause to believe that an emergency exists.
- D. Pest Control. To conduct pest control services. If a Resident refuses pest control services or is not prepared for the visit the Resident will be charged a **\$50.00** fee.

For all other entry into the unit Owner or Management Agent will provide the Resident at least 48 hours written notice that Owner or Management Agent or its representatives intend to enter the unit. Entry will be made only at reasonable times.

If the Resident and all adult members of the household are absent from the unit at the time of entry, Owner or Management Agent shall leave in the unit a written statement contact Resident specifying the date, time and purpose of entry in the unit.

**9. Damages, Repairs, and Maintenance.** The Resident shall promptly notify Management of any repairs



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which may be required upon the Leased premises and grounds of the Apartment Community which might lead to property damage or personal injury. Failure to report the need for repairs in a timely manner may be considered to contribute to any damage that occurs.

Except for normal wear and tear, the Resident agrees to pay reasonable charges for the repair of damages to the Unit, and any steps, porch, yard or lawn. Failure to pay such charges shall result in the termination of this Lease.

The Resident shall be responsible for any damages to the Unit, and/ or other premises, common or public areas in the Apartment Community that are caused by the negligent or intentional acts or omissions of the Resident, household member, or guest.

### **10. Inspections**

- A. Move-in inspection. Owner or Management Agent and Resident shall inspect the unit prior to occupancy by the Resident. Owner or Management Agent will give the Resident a written statement of the condition of the Unit, both inside and outside, and note any appliances provided with the unit. The statement shall be signed by Owner or Management Agent and by the Resident and a copy of the statement retained in the Resident's file. Any damages noted on the inspection report will be corrected by Owner or Management Agent at no charge to the Resident.
- B. Inspections during occupancy. The Resident shall permit Owner or Management Agent to enter the Unit for routine housekeeping and preventative maintenance inspections. Owner or Management Agent will provide a minimum 48-hour notice prior to entry for such an inspection. Inspections will be made at least annually, and a written report of the results will be included in the Resident's file. Minimum housekeeping standards set by Owner or Management Agent are incorporated in this Lease and attached hereto. The Resident is required to meet these minimum standards. Failure to maintain the unit at these minimum standards will be considered a material breach and will result in the termination of this Lease. Resident may be required to attend a course on housekeeping.
- C. Move-out Inspections. Owner or Management Agent will inspect the unit at the time the Resident vacates the unit. The Resident will be given a written statement of the final charges, if any, for which the Resident is responsible. The Resident and/or representative may join in such inspection, unless the Resident vacates without notice to Owner or Management Agent.

**11. Condition of the Dwelling Unit.** By signing this Lease Agreement, the Tenant acknowledges that Resident has inspected the Unit and it is safe, clean, and in good condition. The Resident agrees that all appliances and equipment in the Unit are in good working order, except as described on the Move-in Inspection Report. The Resident also agrees that the Owner has made no promises to immediately decorate, alter, repair, or improve the Unit except as listed on the Move-in Inspection Report.

**12. Insurance.** In the event the unit shall be rendered unlivable by fire, explosion or other casualty, Owner or Management Agent may, in its sole discretion, either: (1) repair the Unit within sixty days of the date of such casualty; (2) move Resident into another Unit of Owner's choice within the Apartment Community which is comparable to the Unit with regard to size and features, in which case all of the terms and conditions of this Lease shall apply to the new unit; or (3) terminate this Lease upon prompt notice to Resident effective as of the date of any such casualty.

Owner or Management Agent is not an insurer of Resident's person or personal property. Resident agrees



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that all of Resident's personal property in the unit or elsewhere in the Unit community shall be at the sole risk of the Resident, and that Resident will carry such insurance as Resident deems necessary therefore. Resident agrees that Owner or Management Agent and its agents and employees, shall not be liable for any damage to the persons or property of Resident whatsoever. Resident agrees to hold Owner and Management Agent harmless from any damages, claims, or liability arising from or connected with Resident's control or use of the Unit or Unit community facilities.

**13. Parking.** Designated parking areas within the Apartment Community for private passenger vehicles are provided for Resident's use at no extra charge and at Resident's own risk. Owner or Management Agent is not, and shall not be deemed to be, responsible for any damage to vehicles or to contents of such vehicles. Except with the prior written consent of Owner or Management Agent, Resident shall keep within the Apartment Community only those vehicles listed and on file with Management. Resident grants Owner or Management Agent the undisputed right to remove any vehicle in the parking areas which is inoperable, in Owner's or Management Agent's opinion, and further agrees that any vehicle owned by Resident remaining after termination of this Lease may be removed by Owner or Management Agent with full immunity from damage from such removal.

**14. Keys and Locks.** The Resident agrees not to install additional or different locks on any doors or windows of the Unit without the written permission of the Owner or Management Agent. If Owner or Management Agent grant permission, Resident agrees to provide Owner or Management Agent with keys to any locks installed. When this Lease Agreement ends, the Resident agrees to return all keys to the dwelling Unit to the Owner or Management Agent.

### **15. Defects Hazardous to Life, Health and Safety**

In the event that the Unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants or fail to comply with the Housing Quality Standards ("HQS") as established by the Department of Housing and Urban Development ("HUD") and administered by the PHA or Management Agent, the following conditions will apply.

- A. Owner or Management Agent shall be responsible for repair of the unit within a reasonable period of time after receiving notice of the defect or damage, provided that if the damage was caused by the Resident, household members, or guest, the reasonable cost of the repairs shall be charged to the Resident.
- B. Owner or Management Agent shall offer the Resident a replacement unit, if available, if necessary repairs cannot be made within a reasonable time.
- C. The Resident shall accept any standard replacement unit offered by Owner or Management Agent. If the Resident refuses the replacement unit this will be deemed a Lease violation and a material breach.
- D. In the event repairs cannot be made by Owner or Management Agent as described above, and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if the Resident rejects alternative accommodations or if the damage was caused by the Resident or Resident's household member, invitee, or guest. The Resident agrees to continue to pay full rent, less the abated portion agreed upon by Owner or Management Agent, during the time in which the defect remains uncorrected.



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- E. If Owner or Management Agent determines that the Unit is uninhabitable because of imminent danger to the life, health, and safety of the Resident, and alternative accommodations are refused by the Resident, this Lease shall be terminated, and any unapplied rent paid will be refunded to the Resident.

### **16. Restrictions on Use and Alterations**

Resident agrees to use the Unit solely for the purpose of their personal residence. Resident will not use the Unit and/or common areas for any commercial purpose. Resident agrees the Unit shall be occupied only by the undersigned Resident and those people listed on the Application for Lease. Temporary overnight guests are permitted in the Unit as long as they are not on the ban list. For the purpose of this Lease, the term "guest" means a person on the premises with the consent of a household member. A guest may visit overnight for a total of 14 days/nights in any lease period. The failure of any person occupying the Unit to sign this Lease is deemed a breach of the Lease by those who have signed.

Resident shall not rent, sublet, transfer or assign this Lease, or any interest herein, without the prior written consent of Owner or Management Agent, which consent may be granted, withheld, or conditioned in Owner's or Management Agent's sole and complete discretion.

Resident agrees to make no unlawful, improper or offensive use of the Unit and to quit and deliver up the Unit and the furnishings, if any, at the end of the term of this Lease in as good and clean a condition as they are now, ordinary wear and tear excepted.

The Resident agrees not to do any of the following without first obtaining the Owner or Management Agent's written permission, which consent may be granted, withheld or conditioned in Owner's or Management Agent's sole and complete discretion:

- A. change or remove any part of the appliances, fixtures or equipment in the Unit; paint or install wallpaper or contact paper in the Unit;
- B. attach awnings or window guards in the Unit;
- C. attach or place any fixtures, signs, or fences on the building, the common areas, or the project grounds;
- D. attach any shelves, screen doors, or other permanent improvements in the Unit;
- E. install washers, dryers, dishwashers, ceiling fans, heaters, refrigerators, or air conditioners inside or outside the Unit or balcony;
- F. place any aerials, antennas, satellite dishes or other electrical connections on the Unit or building; or
- G. install any type of security alarm system.

At the termination of the Lease, Owner or Management Agent may elect to keep any alterations, additions or improvements to the Unit or to require Resident to return the Unit to its condition prior to the installation or construction of any alterations, additions, or improvements.

### **17. Lease Termination**

- A. The Resident may terminate this Lease at any time after the expiration of the initial Lease term. The Resident will be required to give thirty (30) day written notice of intention to move from the unit, or be required to pay 30-days rent in lieu of notice. Early termination of the Lease will



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require an administrative fee of \$50, plus any other applicable charges and fees including a penalty fee equal to one month's rent.

- B. The Owner or Management Agent shall have the right to terminate this Lease for any material and/or repeated violations. Repeated violations shall include repeated violations of the same type or violations of more than one type. Violations shall include but are not limited to:
1. Non-payment of rent, security deposit or other charges. Failure to pay rent and/or other charges during the first five (5) business days of the month more than three (3) times during any (12) month period.
  2. Willful misrepresentation by the Resident of any material fact in the application of the Resident or during the Recertification Process. Willful failure by the Resident to supply information or verification necessary for redetermination or review of the rent, when requested by the Owner or Management Agent or required under the terms of this Lease.
  3. Failure to occupy the Unit for fourteen (14) consecutive days while this Lease is in effect without good cause and notice to the Owner or Management Agent.
  4. Breach of any rules and regulations set forth in addendum of this Lease.
  5. The conduct of the Resident is such that there is likelihood that Resident's presence on the premise may lead to personal injury to self or others or endangers the health and/or safety of other Residents, Owner's employees or Management Agent's employees.
  6. Assignment of this Lease to a third party.
- C. The term of this Lease terminates if any of the following occurs [24 CFR 983.256(f)(3)]:
- a. The Owner terminates the Lease for good cause;
  - b. The Resident terminates the Lease;
  - c. The Owner and the Resident agree to terminate the Lease;
  - d. The PHA or Management Agent terminates the HAP contract;
  - e. The PHA or Management Agent terminates assistance for the family.
- D. It is absolutely prohibited for the Resident, any member of the Resident's household, or any such person under the Resident's control to engage in any of the following activities:
1. Any activity that threatens the health, safety or right to peaceful enjoyment of the Residents, other tenants, employees, agents, or property of the Owner or Management Agent. This definition includes any activity regardless of whether it results in arrest or conviction.
  2. Any drug-related criminal activity on or off the Owner's premises or Management Agent's premises. "Drug-related criminal activity" means the illegal manufacture, distribution, use or possession of a controlled substance as defined in Title 35, Article 48 of the Indiana Code and Omnibus Drug Anti-Abuse Act of 1988.
  3. Any activity connected to alcohol abuse that interferes with the health, safety, or right to peaceful enjoyment of the premises by other Residents, Owner's employees and agents or Management Agent's employees and agents.





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4. Any illegal possession and/or misuse of firearm or other deadly weapon without a permit on any Owner's property or Management Agent's property:
  - a. Intentionally, knowingly, or recklessly carrying a deadly weapon without a permit on any of the Owner's property or Management Agent's property;
  - b. Displaying or brandishing a deadly weapon in connection with a threat of bodily harm on any of the Owner's properties or any of the Management Agent's properties;
  - c. Shooting, firing, throwing or otherwise discharging a deadly weapon on any of the Owner's properties or any of the Management Agent's properties;
  - d. Inflicting any injury upon another person or damaging any Owner property, Management Agent property or property of any Resident through intentional, reckless, careless or negligent use of a deadly weapon;
  - e. A deadly weapon for the purposes of this Lease shall mean a firearm or anything manifestly designed, made or adapted for the purpose of inflicting death or serious bodily injury, or anything that in the manner of its use, intended or unintended, is capable of causing death or serious bodily injury, or anything that in the manner of its use, intended or unintended, is capable of causing death or serious bodily injury. A deadly weapon shall include a loaded or unloaded firearm, a weapon, device, Taser (as defined in I.C. 35-47-8-1) or electric stun weapon, (as defined in I.C. 35-47-8-1), equipment, chemical substance, an animal (as defined in I.C. 35-46-3-3) or other material that in the manner it is used, or could ordinarily be used, or is intended to be used, is capable of causing serious bodily injury.

ANY SUCH VIOLATIONS SHALL RESULT IN IMMEDIATE TERMINATION OF THIS LEASE. The fact that this Lease provides for prohibition of certain uses or activities shall not create in Resident any right or expectation that Owner or Management Agent shall enforce such prohibitions as to other residents of the community. This Lease does not create any duty of Owner or Management Agent to keep Resident or any other person secure in person or property.

- E. Grievance Procedure. A PBV housing Resident has the right and access to the Grievance Procedure for all adverse actions taken by Owner or Management Agent, including termination of this Lease, ***except as otherwise noted and specifically excluding any activity that threatens the health, safety or right to peaceful enjoyment of the Residents, employees, agents, or property of the Owner or Management Agent or any violation listed in Sections (17) (B) (5) or (17) (C) of this Lease.***

When the Resident is afforded the opportunity for a hearing under the grievance procedure, no notice to vacate, pursuant to state or local law, shall be issued until the time to request a grievance hearing has expired or if a hearing is requested, not until the grievance process has been completed. However, a state or local law notice to vacate may run concurrently with the Owner notice.



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1. Termination Notification. HUD is incorporating additional termination notification requirements to comply with section 6 of the Act for public housing projects that convert assistance under RAD. In addition to the regulations at 24 CFR § 983.257 related to Project Owner termination of tenancy and eviction (which MTW agencies may not alter) the termination procedure for RAD conversions to PBV will require that PHAs provide adequate written notice of termination of the Lease which shall not be less than:
  - a. A reasonable period of time, but not to exceed 30 days if the health or safety of other tenants, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; for such violations the Owner or Management Agent has chosen the following notice as contained in Section (17)(C) of this Lease or for any activity that ***threatens the health, safety or right to peaceful enjoyment of the Residents, employees, agents, or property of the Owner or Management Agent or any violation listed in Sections (17)(B)(5) or (17)(C) of this Lease***; or in the event of any drug-related or violent criminal activity or any felony conviction;
  - b. 14 days in the case of nonpayment of rent; and
  - c. 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.

**C. Grievance Process.** Pursuant to requirements in the RAD Statute, HUD is establishing additional procedural rights to comply with section 6 of the Act. For issues related to tenancy and termination of assistance, PBV program rules require the Project Owner to provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555. RAD will specify alternative requirements for 24 CFR § 982.555(b) in part, which outlines when informal hearings are not required, to require that:

1. In addition to reasons that require an opportunity for an informal hearing given in 24 CFR § 982.555(a)(1)(i)-(vi),<sup>26</sup> an opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to a Project Owner action in accordance with the individual's Lease or the contract administrator in accordance with RAD PBV requirements that adversely affect the resident's rights, obligations, welfare, or status.

For any hearing required under 24 CFR § 982.555(a) (1) (i)-(vi), the contract administrator will perform the hearing, as is the current standard in the program. The hearing officer must be selected in accordance with 24 CFR § 982.555(e)(4)(i). For any additional hearings required under RAD, the Project Owner will perform the hearing.

2. There is no right to an informal hearing for class grievances or to disputes between Residents not involving the Project Owner or contract administrator.
3. The Project Owner gives residents notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR § 982.555(a)(1)(i)-(vi).
4. The Project Owner provides opportunity for an informal hearing before an eviction, **except as otherwise noted and specifically excluding any activity that threatens the health, safety or right to peaceful enjoyment of the Residents, employees, agents, or property**

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**of the Owner or Management Agent or any violation listed in Sections (M)(2)(e) or (M)(3) of this Lease.**

5. The Grievance Procedure is incorporated as part of this lease in the attached addendum.
- D. All notices regarding Lease termination shall state the reason for termination and shall be:
  1. Fourteen (14) days' notice for failure to pay rent and/or other charges;
  2. Three (3) days / 72 hours' notice if the health or safety of other tenants, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; for such violations the Owner or Management Agent has chosen the following notice as contained in Section (M) (5)(b) of this Lease or for any activity that ***threatens the health, safety or right to peaceful enjoyment of the Residents, employees, agents, or property of the Owner or Management Agent or any violation listed in Sections (17)(B)(3) or (17)(C) of this Lease.***
  3. Thirty (30) days' notice in all other cases.

### **18. Abandonment and Abandoned Property.**

- A. Resident must inform the Management office of any planned absence exceeding fourteen (14) days.
- B. If there are reasonable grounds to question whether or not Resident has moved out, Management may secure the Unit against vandalism and a Notice of Entry will be delivered or attached to the Unit. If there is no response to the Notice after forty eight (48) hours, and if inspection shows that all or most of Resident's property has been removed, Management will conclude that Resident has moved out of the premises, and will proceed with normal procedures for vacated Units.
- C. Any property not claimed for five (5) working days after residence has been declared vacated will be treated as abandoned, and Resident will be charged for removal of said property, except that property deemed of little or no value can be disposed of immediately by Owner or Management Agent, and the Resident charged in accordance with the Standard Charge List.
- D. Owner or Management Agent reserves the right to dispose immediately of any property that is deemed a potential health hazard and safety concern, such as soiled clothing, bedding, mattresses, food, dishes, etc.

### **19. Non-Smoking Policy.**

- A. The Owner and Management Agent care about the health and wellness of its Residents. The adverse health effects of secondhand smoke are well documented. The Owner and/or Management Agent desires to mitigate;
  1. the irritation and known health effects of secondhand smoke
  2. the increased maintenance, cleaning, and restoration cost from smoking;
  3. the increased risk of fire from smoking; and
  4. the reduced cost of fire insurance claims for smoking buildings.
- B. The premises to be occupied by the Resident and members of the Resident's household have been designated as a smoke-free living environment. The first and second violations of this



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smoke-free policy will result in a written warning and a **\$50.00** fine. The third violation may result in a Lease termination and an eviction proceeding being brought against the Resident. Further, Resident will be charged for the additional cleaning, priming and painting, and deodorizing required to bring the Premises back to non-smoking status and make the Premises suitable for the next occupants.

**20. Rules and Regulations.** Resident covenants and agrees to keep and observe, and cause all members of Resident's family and its guests and invitees to keep and observe, the Rules and Regulations for Residents established by Owner (herein the "Rules and Regulations") and delivered to Resident. Resident also covenants and agrees to keep and observe such further rules and regulations as may later be promulgated by Owner or Management Agent for the necessary, proper and orderly care of the Unit and Apartment Community. Resident further acknowledges receiving and reading a copy of said Rules and Regulations.

### **21. Domestic Violence**

A. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking shall not be construed as a serious or repeated violation of the Lease by the victim or threatened victim of that violence and shall not be a good cause for terminating the tenancy or occupancy rights of the victim of such violence. Additionally, criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a Resident's household or any guest or other person under the Resident's control, shall not be cause for termination of the tenancy or occupancy rights, if the Lessee or immediate member of the Resident's family is a victim of that domestic violence, or stalking.

B. Notwithstanding subsection (a), or any Federal, State, or local law to the contrary, the Owner or Management Agent may bifurcate the Lease or remove a household member from the Lease without regard to whether a household member is a signatory to the Lease, in order to evict, remove, or terminate occupancy rights of any individual who is a Resident or lawful occupant and who engaged in criminal acts of physical violence against family members or others, without evicting, removing, or terminating occupancy rights, or otherwise penalizing the victim of such violence who is also a lessee or lawful occupant. Such eviction or removal of occupancy rights shall be effected in accordance with the procedures prescribed by Federal, State, and local law.

C. The Owner or Management Agent may request a certification that an individual is a victim of domestic violence, dating violence or stalking, and that the incident(s) in question are bona fide incidents of actual or threatened abuse. Such certification must include the name of the perpetrator, and may be in the form of (i) HUD Form 500066, or other HUD approved certification form, (ii) a court record, or (iii) documentation signed by an employee, agent or volunteer of a victim service provider, an attorney, or medical professional from whom the individual has sought assistance which attests to the bona fide existence of such actual or threatened abuse.

D. Nothing in this Section:

1. Limits the Owner or Management Agent from honoring court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim or issued to address the distribution or possession of property among the household members in cases where a family breaks up;
2. Limits the Owner or Management Agent from evicting a Resident for any violation of a lease not premised on the act or acts of violence in question against the Resident or member of the Resident's household, provided that the Owner or Management Agent does not subject an



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individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other Resident in determining whether to evict;

3. Limits the Owner or Management Agent from terminating the tenancy of any Resident if the Owner or Management Agent can demonstrate an actual and imminent threat to other lessees or those employed at or providing service to the property if that Resident is not evicted;
4. Supersedes any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

E. All information the Owner or Management Agent may request to confirm domestic violence, dating violence or stalking victim status, pursuant to federal law, shall be retained in confidence by the Owner or Management Agent, and shall neither be entered into any shared database nor provided to any related entity, except to the extent that disclosure is:

1. Requested or consented to by the individual in writing;
2. required for use in an eviction proceeding;
3. or otherwise required by applicable law.

**22. Miscellaneous Provisions.** Resident, for themselves, their heirs, legal representatives, successors, and assigns, hereby agree that:

- A. The Monroe Circuit Court will have proper jurisdiction over any and all disputes between Bloomington RAD I and Resident regarding the obligations and terms of this Lease.
- B. If any provision of this Lease, or the application of any provision of this Lease to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Lease, or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby; and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.
- C. This Lease shall be subject and subordinate at all times to the lien of any existing mortgages and of mortgages which may hereafter be made a lien on the Unit.
- D. Failure to deliver possession of the Unit at the time herein agreed upon shall not subject Owner or Management Agent to liability for damages beyond the amount of the Security Deposit received from Resident.
- E. Owner appoints its Management Agent as its duly authorized agent to manage the Apartment Community and to act for the purpose of service of process and for the purpose of receiving and sending all notices and demands.
- F. No waiver by Owner or Management Agent of any default by Resident shall be effective unless in writing, nor operate as a waiver of any other default, or of the same default on a future occasion.
- G. Owner or Management Agent reserves the right to regulate, limit or prohibit from Owner's or Management Agent's property, guests who in the Owner's or Management Agent's reasonable judgment have been disturbing the peace, disturbing other Residents or violating the Lease, the Rules and Regulations or Management Policies.



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**23. Resident’s Designee.** The Resident designates the following adult person as Resident’s designee to be responsible for removal of Resident’s personal property in the event of the death or incapacity of a sole adult Resident, or in the event that this agreement is terminated by Owner or Management Agent and the Resident is otherwise unavailable:

Name			
Relationship			
Address			
Phone #		Phone #	

**24. Lease Signing** The parties each acknowledge that they have fully reviewed this Lease and understand the terms and obligations herein. This agreement is entered into as a free and voluntary act and with full knowledge of all relevant Terms and Conditions herein, and without undue influence, coercion or duress. Each party has had the opportunity to secure the assistance of legal counsel in reviewing this agreement, as evidenced by each party’s signature herein.

**25. Notice.** Notices shall be in writing and served by delivery in person or by United States regular mail, postage prepaid, to Owner or Management Agent at the address shown for Owner or Management Agent and to Resident at the Unit, or at such other addresses as either party may designate to the other party by written notice.

**26. Rental Assistance.** If applicable, the attached HUD Lease Addendum is incorporated into this Lease. In the event of conflict between this Lease and the HUD Lease Addendum, the HUD Lease Addendum shall rule.

**27. Entire Agreement.** The terms and conditions contained in this Lease, together with, the Rules and Regulations, and any other agreements which by reference herein are made a part of this Lease, will be conclusively deemed the agreement between the Resident and the Owner or Management Agent, and no modification, waiver or amendment of this Lease or any of its terms, conditions or covenants, shall be binding upon the parties unless made in writing and signed by the parties sought to be bound. If there is more than one Resident, their liability and obligation shall be joint and several.

The parties each acknowledge that they have fully reviewed this Lease and understand the terms and obligations herein. This agreement is entered into as a free and voluntary act and with full knowledge of all relevant Terms and Conditions herein, and without undue influence, coercion or duress.

Each party has had the opportunity to secure the assistance of legal counsel in reviewing this agreement, as evidenced by each party’s signature herein.



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IN WITNESS WHEREOF, the parties hereto have executed this Lease in several counterparts, each of which shall be deemed original, as of the day, month and year first above written.

**"RESIDENT"**

By: \_\_\_\_\_  
**Head of Household**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
**Co-Head of Household**

Date: \_\_\_\_\_

**"MANAGEMENT AGENT"**

By: \_\_\_\_\_

Date: \_\_\_\_\_

This Lease and all policies, rules and changes which are part of this Lease by attachment or reference may be modified, and additions made by addendum from time to time by the Owner or Management Agent.

