



**TSAILE ACRES II**  
North of Circle Dr. D-1 ♦ Tsaile, AZ 86556  
Phone: (928) 724-3308 ♦ Fax: (928) 724-3416



## 515 LEASE AGREEMENT

THIS AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, **20**\_\_\_\_, by and between **FORT DEFIANCE HOUSING CORPORATION dba SANDSTONE HOUSING**, hereinafter called “OWNER” and tenants and co-tenant \_\_\_\_\_ herein called “TENANT” or “LESSEE” covering those certain premises known as \_\_\_\_\_, House No. \_\_\_\_\_, a \_\_\_\_ bedroom size unit, located in \_\_\_\_\_, hereinafter called “Premises.”

1. **MANAGING AGENT AUTHORITY:** The Property Manager is Owner’s Agent and has complete authority to lease, collect rents, promulgate and enforce project rules and regulations, order repair, evict Tenants, prosecute claims on the Owner’s Behalf and take any other action necessary to manage above mentioned property.
2. Owner hereby rents to Tenant, and Tenant hereby rents from Owner, on the terms and conditions herein set forth, the above-specified premises. The terms owner, lessor and managing agent are used interchangeably in this Agreement.
3. **TERMS:** The terms of this Agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_, **20**\_\_\_\_, and end on the \_\_\_\_ day of \_\_\_\_\_, **20**\_\_\_\_, and thereafter on a month-to-month basis unless terminated as permitted by Section 16 of this Agreement.
4. **HOUSEHOLD MEMBERS:** The tenant may permit only the following persons to occupy this unit:

Name	Relationship to Lessee	Sex	SS#	Date of Birth

5. **RENT:**

- A. Owner has entered into certain Agreements with the United States Department of Agriculture and Rural Development, (formerly known as Farmer's Home Administration). The Tenant's Rental Payment will be calculated based upon Tenant's Household's Total Adjusted Gross Income. Details regarding Income Included and Exempted, Deductions from Income and method of Rent Calculation are defined by Rural Development regulations. Basic and/or Fair Market Monthly Rental Amounts are determined in accordance with Rural Development guidelines. In accordance with these guidelines, Tenant's Monthly Tenant Contribution may change based upon changes in Income and Household composition.
- B. Rent Determination: "Tenant understands and agrees that the gross monthly tenant contribution (GTC) as determined on the latest Form RD 3560-8, which must be attached to this contract, for rent and utilities will be \$\_\_\_\_\_. If Tenant pays any or all utilities directly (not including telephone or cable T.V.), a utility allowance of \$\_\_\_\_\_ will be deducted from the gross monthly tenant contribution. Tenant's net monthly tenant contribution (NTC) will be \$\_\_\_\_\_. Tenant understands and agrees that tenant contribution under this lease may be raised or lowered based on changes in the household income, failure to submit information necessary to certify income, changes in the number and age of persons living in the household, and on the escalation clause in this contract. Should tenant no longer receive rental assistance as a result of these changes, or the rental assistance agreement executed by the Owner and Rural Development expires, tenant understands and agrees that monthly Tenant contribution will be adjusted to no less than \$\_\_\_\_\_(Basic Rent) nor more than \$\_\_\_\_\_(Note rate Rent) during the remaining term of this lease, except that based on the escalation clause in this Lease these rental rates may be changed by a Rural Development approved rent change.
- C. Tenant understands that he/she will no longer be eligible for occupancy in this complex and will be required to vacate at the end of the lease term if Tenant's household size does not correspond to the occupancy requirements established for the size dwelling unit occupied.
- D. Tenant agrees to pay his/her monthly Tenant Contribution, in advance, promptly on the first business day of each month without any obligation on the part of the owner to make demand for payment. Payment is to be made at the manager's office on or before the tenth day of each month before 5:00 P.M. A notice of non-payment and intent to terminate may be issued on the \_\_\_\_\_ calendar day if payment has not been received. Payment is by money order only – no cash is accepted.
- E. Tenant agrees to promptly (within (10) ten days) provide any certifications and income verifications required by the owner to permit eligibility determination and, when applicable, the revised monthly Tenant Contribution to be changed.
- F. In the event Tenant fails to pay the required monthly Tenant Contribution in full to management on or before the \_\_\_\_\_ day of the calendar month of the term and management agrees to accept such late payment, Tenant agrees to pay to owner the additional sum of \$\_\_\_\_\_ on the \_\_\_\_\_ day and \_\_\_\_\_ per day thereafter, as a reimbursement for the administrative expenses incurred by management in processing the late payment with said monthly payment.

G. Escalation Clause: *The basic and fair market rent and utility allowance for this complex may be changed prior to the expiration of this lease with proper 30 day notice. Such changes would normally be necessary due to changing utility costs, or to the annual adjustment by the Rural Development of income and rent guidelines and Fair Market Rents.*

6. **UTILITIES & SERVICES:** the party indicated below shall pay Utilities and Services:

	OWNER	TENANT
Electricity	_____	_____
Gas	_____	_____
Water	_____	_____
Garbage Collection	_____	_____
Other (Specify)	_____	_____
_____	_____	_____

The tenant shall not waste utilities furnished by the owner or use utilities or equipment for any unauthorized purpose. Tenant is responsible to pay utility charges upon receipt. Tenant agrees to maintain utility services for the Leased Premises, which may include adjacent lighting. (i.e. Street Lights). Tenant shall at all times maintain the premises temperature at a minimum of 55 degrees and shall be responsible for all damages resulting from the failure to do so.

7. **PETS/PET DEPOSIT:** Pets are NOT allowed and therefore tenants are not allowed to house pets on the premises or on the accompanying grounds of project. Tenant shall not allow any visitors or guests to bring pets on the premises or accompanying grounds.

*Service animals ARE allowed so this provision does not apply in the event that the pet is a service animal. No additional security deposit will be charged for service animals.*

8. **SECURITY/DAMAGE DEPOSIT:** Tenant has made a refundable damage deposit of \$\_\_\_\_\_ to the owner at the time this Agreement is executed to insure the payment to owner of any charges, including rent, accrued by Tenant during the period of residence. The security deposit shall not exceed one month's basic rent or tenant's monthly net contribution, whichever is greater (see Section 5-B, Rent). The security deposit will be deposited in a separate account at a Federally insured institution, shall be handled in accordance with Federal, Rural Development requirements and Navajo Nation law, shall be used for authorized purposes as represented by the owner in the management plan, and shall be held in trust for Tenant. The owner may assess fair and reasonable charges to the security deposit for damage and loss caused or allowed by Tenant. An itemized account for such charges must be presented to Tenant after the move-out inspection in item 12.A. It shall be mailed to tenant at a forwarding address provided by the Tenant. Interest earned on the account will accrue to the project's general operating account.

9. **USE AND MAINTENANCE OF PROPERTY:** The purpose of this agreement is to permit the use of the Premises as a private dwelling solely for the Tenant and his/her family. The tenant shall not assign this Agreement, give accommodation to any roomers, lodgers, or other persons not listed on the Tenant Certification (Form RD 3560-8) or permit the use of the Premises for any purpose other than a private dwelling solely for the Tenant and his/her family. This provision does not exclude reasonable accommodation of the Tenant's guests or visitors. Manager/Owner may request proof of domicile of guest when visitor(s) make

reoccurring visits or one continuous visit of 14 days and/or night in a 45-day period without consent of the management as the visitor may be deemed a household member.

Tenant shall keep the Premises in a clean and sanitary condition, *free from obstructions to hallways, windows, doors, and vents*, and shall comply with all Rural Development regulations, local housing codes and health and safety policy requirements with respect to the maintenance of rented Premises. If damage to the property (other than normal wear and tear) is caused by acts of neglect of Tenant or his/her guests, the Tenant may repair such damage at his/her own expense. Upon Tenant's failure to make repairs, after reasonable notice by the Owner, the Owner may cause such repairs to be made at Tenant's expense. Continued lack of proper maintenance or failure to maintain sanitary conditions will be grounds for termination of tenancy.

*Tenant acknowledges and agrees that he/she is responsible for any damages to their personal property (e.g., stereo equipment, clothing, automobile, appliances, etc.), and is advised to carry rental insurance to cover these items in the event of roof leaks, freezing conditions, plumbing blockages, vandalism, burglary, "acts of god", etc.*

No vehicles may be parked on the premises that are not in service or will not be used (i.e. cars left unused for winter months). No vehicles may have repairs or maintenance performed by tenants on property (i.e. oil changes, etc). Not junk cars or inoperable vehicles may be parked on the site. No recreational vehicles (i.e. ATV's, mini-bikes, etc.) may be ridden on the property.

**10. ELIGIBILITY and CONTINUED ELIGIBILITY:** The following conditions and/or standards are agreed to in determining **eligibility**, rents and continued eligibility for occupancy:

- A. **Tenant eligibility requirements are based on a set Owner Criteria (which determine eligibility based on criminal record, landlord reference, and credit checks) and eligibility standards set by the Federal Government (as expressed in RD 3560-8).** Tenant understands that should he/she no longer meet the eligibility requirements of this complex during the term of this Agreement; he/she will be required to vacate the unit.
- B. Tenant agrees to notify management of any permanent change in adjusted monthly income; or any change in the number of family members living in the household. **Tenant understands their rent or benefits may be affected as a result of this information. The tenant also understands that failure to report such changes may result in losing benefits to which the tenant may be otherwise entitled or may result in the landlord taking corrective action if benefits were improperly received. The tenant understands the corrective action the landlord may take includes the initiation of a demand for repayment of any benefits or rental subsidies improperly received, initiation of a notice to cancel any rental assistance being received for the balance of the certification period, initiation of a notice to increase monthly rent to fair market rent, or initiation of a notice of termination. Tenant understands that one or more of these remedies may be initiated at the option of the landlord.**
- C. A re-determination of eligibility (recertification) shall be made by management at least once a year from the date of the previous certification. An interim re-determination may be necessary due to change in income or household composition. Information required to be furnished by Tenant for such determination includes: (1) income verification (2)

assets (3) medical, childcare & disabled assistance expenses and (4) names and ages of household members.

- D. Occupancy standards are: 2 Bedroom - 2 minimum to 5 maximum  
3 Bedroom - 3 minimum to 7 maximum
- E. Tenant agrees to move to a unit of appropriate size *when one becomes available* if the household size changes and occupancy standards can no longer be met. Also, Tenant agrees to move to a unit of appropriate size if Tenant entered the complex with a Letter of Priority Entitlement and is temporarily occupying a unit for which they are not eligible.
- F. *Tenant agrees that the lease pertains only to those stated as members of the household at the time the lease contract is signed. Any addition to the household, other than newborn infants of current household members, mandates a new lease contract between the owner and Tenant. Prospective new household members will be subject to the same screening and tenant selection criteria as other applicants. Failure to meet these criteria will result in denial of occupancy.*
- G. Tenant may request a re-determination of rent due to change in income and/or number of household members.
- H. Rent changes and/or notice of ineligibility shall become effective 30 days after service of notice or no later than the 1<sup>st</sup> of the month following expiration of such 30-day period.
- I. *Tenant acknowledges that if Tenant is occupying a designated handicapped accessible unit, that priority for such units is given to those needing special physical design features. Tenant acknowledges that Tenant is permitted to occupy the unit until management issues a notice that a priority applicant is on the waiting list and that Tenant must move to another suitably sized vacant unit in the project. Upon receiving said notice, Tenant agrees to move at Tenant's own expense within 30 calendar days to the suitably sized vacant unit within the project, if one is available. Tenant further understands that his/her rental rate will change, when appropriate, to the rental rate for the unit Tenant moves to and that this lease will be modified accordingly.*

**10. ABSENCE FROM OCCUPANCY:**

- A. Tenant understands that if he/she does not personally reside in the unit for a period exceeding 60 consecutive days, for reasons other than health or emergency, his/her net monthly tenant contribution shall be raised to \$\_\_\_\_\_ per month (Note rate Rent) for the period of absence exceeding 60 consecutive days. Tenant also understands that any entitlements (RA) may be suspended or reassigned to other eligible tenants; if he/she is not assured that it will still be available upon his/her return. Tenant also understands that if his/her absence continues, management may take appropriate steps to terminate tenancy at the end of the lease period.
- B. The tenant agrees to *notify* management of any *anticipated extended absence of more than seven days. The tenant must make this notification no later than the first day of the extended absence.*

**11. ABANDONMENT OF UNIT AND PERSONAL PROPERTY:** In the event the Tenant is absent from the apartment/housing unit for ten (10) consecutive days, without notifying

management and is in default in the payment of rent during said period, the apartment unit shall be deemed abandoned by Tenant.

Any and all property of Tenant which may be left in the apartment or the building after the termination of this lease of termination of Tenant's right of possession for any reason may be handled, removed, or otherwise disposed of by Owner according to an Eviction Order. Owner shall in no event be responsible for any property left in the apartment or the buildings by Tenant. Tenant shall pay to Owner upon demand all expenses incurred in such disposition, including a reasonable charge for storage.

***The tenant household's tenancy still exists during the time that the tenant household's personal possessions remain in the apartment unit after the tenant household has personally ceased occupancy with the intent to vacate and leave the project, until such time the personal possessions have been removed voluntarily or by legal means, subject to the provision of State or local law in such matters.***

## **12. EXAMINATION OF PREMISES:**

- A. Tenant acknowledges that Tenant has thoroughly examined the Premises and all personal property situated therein, and that no statements or representations not herein expressed as to the past, present, or future conditions or repair thereof, or of any building of which Premises is a part have been made by or on behalf of Management. By taking possession hereunder, Tenant acknowledges that the premises are ready for occupancy and in good, sanitary order, condition and repair, and hereby waives any claim or right on account of the condition or repair of such Premises or of such personal property except as noted in the Move-In/Move-Out/Quarterly Inspection Form, a copy of which shall be given to Tenant at the time of Move-In. The Tenant has been given the opportunity to accompany the Resident Manager and/or Maintenance Personnel to inspect the Premises at the time of Move-In and has helped the Resident Manager fill out the form. Tenant's signature of the Move-In/Move-Out/Quarterly Inspection Form acknowledge that the form accurately shows the condition of the Premises. At the time of Move-Out the Tenant will again have the opportunity to accompany the Resident Manager and/or Maintenance Personnel in conducting the move-out inspection. Tenant's signature on Move-In/Move-Out/Quarterly Inspection Form will acknowledge that the form accurately shows the condition of the Premises at the time of Move Out. The Tenant agrees that all charges for damages, if any, will be deducted from the Tenant's deposit.
- B. The Tenant agrees to surrender the Premises (including keys) to Management at the end of occupancy in as good condition as when received, with reasonable wear and tear accepted. *Reasonable wear and tear does not include lack of cleanliness. Tenant agrees to surrender unit in clean condition.*
- C. The Owner shall provide maintenance services as follows:
  - 1. The Property and all equipment provided therewith, as well as common areas, facilities and equipment provided for the use and benefit of the Tenant, shall be maintained in a decent, safe and sanitary condition. The owner shall respond in a reasonable time to calls by the Tenant for services consistent with said obligation. Where applicable (as in cases of multi-unit buildings), such maintenance with respect to common areas, facilities and equipment shall include cleaning, maintenance of lighting and equipment, and maintenance of grounds, lawns, and shrubs. A Tenant or Tenants may file a grievance for failure of the Management to provide adequate maintenance (see Section 17, Grievances).

2. Routine extermination services will be provided by Owner as conditions may require. Service will be provided on a schedule or emergency basis.
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13. **INSPECTIONS AND REPAIRS:** Upon receipt of prior notice from the Management, the Tenant shall permit the Owner, or Owner's Agents, or any representative of a holder of a mortgage on the property, to enter the premises for the purpose of making reasonable inspections and repairs, EXCEPT that the Owner, or Owner's Agents, shall have the right to enter the premises without prior notice if (1) Tenant has abandoned the premises or surrendered the premises or (2) Management reasonably believes that an emergency exists which required such entrance. In case of emergency, the Management must promptly notify the Tenant in writing of the date, time, and purpose of such entry, and of the urgency, which necessitated it. Other than in emergencies, 48-hour advance notice shall be presumed to be reasonable notice. *If the tenant is not at home, the inspection and/or repair will be made in his/her absence.*

14. **ALTERATIONS:** Without prior notice written approval of Management, the Tenant shall not (1) paint, paper, or otherwise redecorate or make alterations, additions, or improvements in or to the property **and/or premises**; (2) place fixtures, signs, or fences in or about the Premises; or (3) change or add locks.

15. **DISCRIMINATION:** The owner shall not discriminate against the Tenant in the provision of services, or in any other manner, on the grounds of race, color, religion, sex, handicap, familial status, or national origin. This complex is financed by Rural Development, (formerly, Farmers Home Administration) and is subject to Title VII of the Civil Rights Act of 1964, *Title VIII of the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975*. All complaints are to be directed to the *Administrator, Rural Development, USDA, and Washington, D.C. 20250. Complaints of Fair Housing violations may be sent directly to the Secretary of Housing and Urban Development, Washington, D.C. 20410.*

16. **TERMINATION OF AGREEMENT:**

- A. Unless terminated as provided herein, this lease shall be automatically renewed for successive terms of one (1) year. Either party may terminate this lease at the end of the initial term by giving thirty (30)-day's written notice in advance to the other party. The written notice of termination to the owner shall be personally delivered or mailed to the office of the Resident Manager on the 1<sup>st</sup> of the month. During the 30-day period the Tenant shall pay the rent in advance as provided herein. Failure to comply with the provisions set forth in this lease will result in eviction proceedings being initiated by Management.
- B. A tenancy may be terminated without the termination being deemed as eviction under the following circumstances.
  1. Death of the sole Tenant of a unit.
  2. By the Tenant giving no less than 30 days written notice of his/her intention to terminate to Owner at Owner's office of the Resident Manager on the premises or such other addresses as Owner has designated in writing for "good cause" such as involuntary transfer or termination of employment, severe illness, death of spouse, or other reasons customary or mandatory in the community or notification by Owner of intent to prepay. Tenant hereby agrees to vacate the Premises not later than the date specified in such a notice.
  3. By abandonment of the premises by Tenant. (See Section 11, Abandonment.)

4. By owner where Tenant has furnished information to owner, which fails to establish Tenant's eligibility to remain in Tenant's unit, providing Owner gives Tenant written notice of such termination in accordance with this Lease.
- C. The owner may not evict, terminate, or refuse to renew any tenancy except upon (1) Material noncompliance with the Agreement, (2) non-eligibility for tenancy, or (3) other good cause.
1. Material Noncompliance: Material Noncompliance with the Agreement includes (a) one or more substantial violations of the Agreement, (b) repeated minor violations of the Agreement, or (c) Admission to or conviction of illegal activity of the tenant or someone under the Tenant's control which disrupts the livability of the project, adversely affects the health or safety of any person or the right of any tenant to the quiet enjoyment of the leased premises and related complex, or has an adverse financial effect on the complex. Nonpayment or repeated late payments of rent or any other financial obligation due under the Agreement (including any portion thereof) beyond any grace period constitutes substantial violation and is a Material Noncompliance with the agreement.
  2. Good Cause. The definition of "Good Cause" is as follows: GOOD CAUSE for an eviction if one or more the following conditions exist:  
The tenant has:
    - a. Committed any Material Noncompliance with the agreement.
    - b. Failed or ceased to maintain eligibility to reside in the housing development.
    - c. Intentionally misrepresented any fact or intentionally failed to state any fact which would affect Tenant's eligibility or continuing eligibility to reside in the housing development.
    - d. Seriously or repeatedly failed:
      - i. to keep that part of the Premises which Tenant occupies and uses clean and sanitary, including keeping the carpet and/or floor coverings clean and sanitary
      - ii. to dispose from Tenant's dwelling unit of all rubbish, garbage, food scraps, diapers, and other waste, in a clean and sanitary manner.
      - iii. to properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits.
      - iv. to occupy the Premises as Tenant's abode, utilizing portions thereof for living, sleeping, cooking or dining purposes only which were prospectively designed or intended to be used for such occupancies?
      - v. to keep hallways, doorways, vents, and windows clear of all obstructions.
    - e. Created fire safety hazards or health and infestation hazards through the storage of excessive items or dangerous or unclean items in their apartment or storage areas. Fire hazards may include excessive storage of paper goods, clothing, or other combustible items.
    - f. Seriously interfered with the right of other tenants to exercise their right as tenants of the housing development by permitting any person on the Premises to willfully or wantonly destroy, deface damage, impair or remove any part of the structure or dwelling unit or facilities, equipment, or appurtenances thereto, or has done such thing personally.
    - g. Seriously interfered with the right of the manager to perform his/her duties including physical or verbal abuse of the manager by the tenant.



- h. Failed to maintain utility services to the unit, which are paid for by the tenant as itemized in section 6 – UTILITIES & SERVICES, of this agreement.
- i. Violates “house rules” and any additions thereto.

**D. NOTICE OF TERMINATION:**

1. The notice of intent to terminate the tenancy will be handled according to the terms of the lease. Tenants will be given prior notice of eviction according to Rural Development regulations, State and Navajo Nation law. The notice will:
    - a. State the reasons for the termination. In those cases where the proposed termination of the tenancy is due to Tenant’s failure to pay rent, a notice stating the dollar amount of the balance due on the rent account and the date of such computation shall be given.
    - b. State the tenancy is terminated on a date specified.
    - c. Advise Tenant that if he/she remains in the leased unit on the date specified for termination, the Owner may seek to enforce termination by bringing legal action, at which time, tenant may present a defense.
  2. The notice shall be accomplished by: (1) sending a letter by registered or certified mail, properly stamped and addressed to the tenant at his/her address, OR (2) by serving a copy of the notice on any adult person answering the door at the leased dwelling unit, or if no adult responds, by placing the notice under or through the door if possible, or else by affixing the notice to the door. Proper notice shall not be effective until both notices provided for herein have been accomplished. The date on which the notice shall be deemed received by tenant shall be the date on which the registered or certified letter provided for in this paragraph is actually received or five days after mailing, whichever occurs first.
17. **GRIEVANCES:** Owner and Tenant agree that any tenant grievance or appeal from management’s actions, inactions or decisions shall be resolved in accordance with Rural Development Tenant Grievance and Appeals procedure, FmHA Instruction 1944-L, ( a copy of which is posted in the rental office and is available for the Tenant’s inspection). *Grievance and appeal procedures do NOT apply to eviction proceedings or other legal action to be resolved through the Navajo Nation courts.*
18. **TRANSFER LEASE:** Tenant understands that should the complex be sold to a buyer approved by Rural Development, the lease will be transferred to the new owner.
19. **DESTRUCTION OF PREMISES DUE TO FIRE OR OTHER DISASTER:** In the event that the premises are either partially or completely destroyed by fire or other disaster, Owner/Manager may, at their sole discretion and without liability to Tenant, elect to either terminate this Lease Agreement or repair/rehabilitate the Premises within three months. If the election to rehabilitate or repair is made, Tenant’s rent and occupancy charges shall be pro-rated so that the tenant does not pay for the period when Tenant cannot occupy the premises. If the premises are not rehabilitated or repaired within three (3) months of the date of the fire or other disaster, this agreement will immediately terminate.
20. **MODIFICATION OF RENTAL AGREEMENT:** The Agreement may be modified by serving an appropriate notice to Tenant together with the tender of a revised lease or an

addendum revising the existing lease. A 30-day prior notice is required, Tenant has a right to appeal any lease modification in accordance with Rural Development tenant grievance and appeals procedure (see Section 17, Grievances), if the modification will result in a denial, substantial reduction, or termination of benefits being received.

21. **NOTICES:** Except as otherwise specifically provided herein, all notices required by this Agreement shall be in writing and shall be delivered personally or sent by prepaid certified mail as follows. If no response at tenant unit Owner/Manager may place notice on/under unit door:

To Adult Tenant: At the Premises  
Certified Mail: Tenant's Mailing Address  
To the Owner: At the Management Office or pre-paid certified mail to:  
TSAILE ACRES  
North of Circle Drive D-1  
Tsaile, AZ 86556

22. **SEVERABILITY:** In the event that any provisions of this Agreement is found to be contrary to federal, state, or local law or regulations, the remainder of this Agreement shall continue in full force and effect.
23. **DISCLAIMER:** Neither the Owner/Agent nor any of its representatives or employees shall be liable, and Tenant agrees not to hold them liable, for damage or loss to the property of the Tenant, any member of the Tenant's family or visitors, or personal injury including death to any person in or near the unit which results from theft, vandalism, or the elements or any other cause except for intentional acts of negligence on the part of the Owner/Agent.
24. **TENANT RULES AND REGULATIONS:** The Tenant Rules and Regulations attached hereto are made a part of this Agreement, and Tenant agrees to abide by each and all such Rules and by any amendment thereto of which Tenant is properly notified in writing as provided in Section 21 of this Agreement. This also applies to "Pet Rules" for projects designated allowing pets.
25. **THIS LEASE IS THE ENTIRE AGREEMENT OF THE PARTIES:** This Lease, together with attachments and any future amendments approved by Rural Development, evidences the entire Agreement between management and Tenant(s) and no changes shall be made except in writing. By affixing his/her signature hereto, Tenant acknowledges receipt of an executed copy of this Agreement together with attachments and amendments. Notwithstanding anything in this Lease to the contrary, this Lease shall in all aspects comply with all federal and state housing laws applicable to this development and to any relevant Rural Development regulations in effect from time to time.

26. **SIGNATORY CLAUSE:** This Lease Agreement is effective on the lease date when executed by the Tenant and Management. In signing this Lease, **Tenant agrees that he/she has read the Lease and enters into Agreement of his/her own free will.** The Tenant will receive a copy of this original Agreement.

\_\_\_\_\_  
LANDLORD (Owner) Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
TENANT (Resident) Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
CO-TENANT Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
CO-TENANT Signature

\_\_\_\_\_  
Date Signed

*Title 18 US Code Section 1001 states that a person is guilty of a felony for knowingly and willingly making a false or fraudulent statement to any department or agency of the United States. If this form contains false or incomplete information, you may be required to repay all overpaid rental assistance you received; fined up to \$10,000, imprisoned for up to 5 years; and/or prohibited from receiving future assistance.*

*"We are an equal opportunity provider, employer and lender." To file a complaint of discrimination, write to:  
USDA, Director, Office of Civil Rights, 1400 Independence Avenue S.W., Washington, DC 20250-9410 or call  
1-800-795-3272 (voice) or 1-202-720-3682 (TDD)."*