

**LEASE FOR THE FAMILY DEVELOPMENTS OF PANAMA CITY HOUSING AUTHORITY
DESCRIPTION OF PARTIES, PREMISES AND PERTINENT INFORMATION**

The Panama City Housing Authority ("PCHA") agrees to lease to Resident listed below, the dwelling unit ("Dwelling") in the PCHA community listed below, subject to the terms and conditions set forth in this Dwelling Lease Agreement ("Agreement"):

NAME OF RESIDENT:

PCHA COMMUNITY:

ADDRESS OF UNIT: PANAMA CITY, FL 32401

Unit Number	Tenant Account Number	Lease Start/End Date	Recertification Month	Number Bedrooms	PCHA Project	Number in Family	Reasonable Accommodations Required
	N/A						Not Requested

Late Rent Payment Charge	Monthly Rental Amount	Income Based or Flat Rent	Required Security Deposit Amount	Pet Fee	Utility Allowance	NSF Fee	Administrative Eviction Processing Fee	Not Reporting Disabled Smoke Detector Fee	Trash In Yard Fee
\$35.00		INCOME	\$300.00	\$250.00		\$25	\$25.00	\$50.00	\$25.00

2. HOUSEHOLD MEMBERS

Resident hereby agrees that the household members who shall reside at the Dwelling and true and accurate information concerning these household members are as follows:

A. ADULT MEMBERS (EIGHTEEN (18) YEARS OF AGE OR OLDER)

NAME	RELATION TO RESIDENT	DATE OF BIRTH	SSN	ADD/DELETE	DATE	INITIAL
	HOH		***_**_****	N/A		
			***	N/A		

B. MINOR MEMBERS (LESS THAN EIGHTEEN (18) YEARS OF AGE)

NAME	RELATION TO HOH	DATE OF BIRTH	SSN	ADD/DELETE	DATE	INITIAL
	DEPENDANT		***_**_****	N/A		



3. EQUIPMENT AND UTILITIES TO BE FURNISHED PCHA agrees to furnish the following equipment with the Dwelling to Resident:
(Put in Serial # of equipment)

REFRIGERATOR	RANGE	SMOKE DETECTOR	FIRE EXTINGUISHER	OTHER
X	X	X	X	

Additionally, PCHA agrees to furnish the following utilities with the Dwelling to Resident:

WATER	GARBAGE PICK-UP	ELECTRICITY	COOKING/HEATING GAS	OTHER	OTHER
	X				

Resident may supply the following major equipment in the Dwelling and agrees to pay any reasonable charges by PCHA which may be imposed for installation and/or usage, if approved by PCHA and appropriate utility hook-ups are available:

AIR CONDITIONER	WASHER	DRYER	DISHWASHER	SMALL FREEZER	OTHER
NO	YES	NO	NO	YES	

4. ATTACHMENTS TO THIS AGREEMENT

Resident certifies that he/she has received copies of the following attachments to this Agreement and understands that these attachments are part of this Agreement:

	INITIAL	DATE
Attachment A – VAWA	_____	_____
Attachment B – MOLD ADDENDUM	_____	_____
Attachment C – BEDBUG ADDENDUM	_____	_____
Attachment D – DRUG FREE ADDENDUM	_____	_____
Attachment E – SMOKE FREE ADDENDUM	_____	_____

5. RESIDENT CERTIFICATION

I (We) hereby certify that I (We) have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to PCHA before the execution of this Dwelling Lease Agreement, or before PCHA approval for occupancy of the Dwelling by me (us). All information or documentation submitted by me(us) to PCHA in connection with any federal housing assistance program, before and during the lease term, and any subsequent renewals, are true and complete to the best of my(our) knowledge and belief.

6. TERM OF LEASE AND RENEWALS

The term of this Agreement is for one (1) year, beginning on the date specified and ending on the date specified in Section 1 above. At least thirty (30) days before the ending date of this Agreement, PCHA shall provide written notice to Resident either A) offering a one year lease renewal upon the same or revised terms, or B) stating that PCHA shall not renew this Agreement, including a statement of good cause pursuant to the terms of this Agreement or applicable HUD regulations and/or Florida law, as may be amended. PCHA may terminate this Agreement at any time with appropriate notice as provided in Paragraph 28 herein.

7. RENTAL PAYMENTS AND DUE DATE

A. The amount of rent is subject to change as determined by PCHA in accordance with federal regulations during the term of this Agreement, and any subsequent renewals. Resident shall pay the monthly rent amount specified in Paragraph 1 herein, which represents either income based rent or flat rent (as defined herein), as determined by PCHA. Resident may change rent calculation methods at any re determination to be effective at the renewal date of this Agreement, unless the rent calculation change is as a result of certain financial hardships. If Resident has chosen the flat rent option, Resident may request a redetermination and change to the income based method at any time the family’s income has decreased because of changed circumstances, loss or reduction of employment, death in the family, reduction of income or loss of other assistance, as determined by PCHA; an increase in the family’s expenses for such purposes as “child care, transportation, education, medical costs or similar items”, as determined by PCHA; or other circumstances of hardship as determined by PCHA.

B. If the first month’s rent is pro-rated because the Resident takes possession of the Dwelling on a day other than the first day, the amount of the pro-ration shall be determined according to the number of days remaining in the first monthly term when Resident takes possession of the Dwelling. Thereafter, and during any subsequent renewals of this Agreements monthly rental payments shall be due and payable in advance on the first day of each month, and shall be deemed delinquent if not received by PCHA before the end of the seventh (7th) calendar day of the month. If monthly rental payments are not received by PCHA by the seventh (7th) day of the month or as provided



otherwise herein, Resident shall be assessed a “non-timely” charge as specified in Paragraph 1 herein on the eighth (8th) day of the month. This provision does not create a “grace period”. Payments made as rent shall be applied by PCHA to any outstanding balances which may include rent, utilities, maintenance, or any other balance owed by Resident. Rental payments shall be made by Resident at location as designated by PCHA. If reasonable accommodations for rental payment are needed by Resident, such arrangements may be made by contacting PCHA’s property office.

C. PCHA shall not accept cash payments. Resident shall be entitled to receive a written receipt for all amounts paid to PCHA at the time payment is made. PCHA shall not accept partial payment of rent. PCHA shall issue a receipt for all rent payments received upon request. If Resident pays rent late three (3) times in any twelve (12) month period, such action shall constitute chronic rent delinquency, and shall require the resident to enter into a stipulation to be filed in court that will result in automatic termination if the resident is late again within the same twelve-month period.

D. If Resident is paying minimum rent, Resident may request an exemption from the payment of the minimum rent at any time the family is awaiting eligibility for federal, state or local assistance, the family’s income has decreased because of changed circumstances, loss or reduction of employment, the family would be evicted for nonpayment of rent (remember this one applies only when the minimum rent is first enacted or increased – not an ongoing reason for exemption), death in the family, reduction of income or loss of other assistance, or other circumstances of hardship as determined by PCHA. If PCHA determines that the hardship is temporary, or that the hardship does not actually exist, the Resident may be required to repay any amounts exempted pursuant to this section; under a reasonable payment agreement PCHA shall not accept cash payments. Resident shall be entitled to receive a written receipt for all amounts paid to PCHA at the time payment is made.

8. USE AND OCCUPANCY OF DWELLING

Resident shall use and occupy the Dwelling solely as a private residence and only place of residence for Resident and members of Resident’s household listed in Paragraph 2 herein. Resident shall not permit and shall prohibit anyone other than a member of Resident’s household listed in Paragraph 2 herein, from using the Dwelling as an address or as a “mail drop” to receive mail and/or deliveries. The Dwelling shall not be used for any non-residential and/or illegal purpose by Resident, members of Resident’s household, guests (as defined herein) or other person under Resident’s control except as follows:

A. With the prior written consent of PCHA, the Dwelling may be used for a legal, permissible profit-making activity as long as such activity is merely “incidental” to the primary residential use of the Dwelling and does not interfere with the quiet enjoyment of other residents of PCHA of their accommodations, community facilities and other areas of PCHA’s property.

B. Resident may reasonably provide accommodations to Resident’s guests (as defined herein), for a period not exceeding fourteen (14) consecutive days or a total of forty-five (45) days within a twelve month period, unless prior written permission of PCHA or its authorized representative is obtained by Resident for a greater period of time. This limitation does not apply to any live-in-aide (as defined herein) for Resident or household member as listed in Paragraph 2 herein.

C. PCHA must approve in writing any proposed addition for whatever reasons, including a foster child or live-in-aide (as defined herein) to the above listed household members in advance of such addition. Natural child births to any of the above listed household members shall not require advance approval by PCHA. PCHA shall consider whether the addition of a new occupant may necessitate a transfer of Resident and household members to another dwelling, and whether such dwelling is available at the time of the request. Additionally, PCHA shall consider its obligation to make reasonable accommodations for handicapped persons. PCHA reserves the right to refuse any addition to household members which does not meet criteria outlined in the “Admissions and Continued Occupancy Plan” (hereinafter referred to as the “ACOP”), in effect at that time, or which addition would result in a violation of occupancy standards as outlined in the ACOP. Resident agrees to await receipt of the written approval of PCHA prior to allowing additional occupants to move into the Dwelling. Upon approval by PCHA, the Resident must sign a new lease as established in the ACOP.

D. Resident agrees to initial and date any deletion or addition approved by PCHA, as provided on the above listed household members.

E. Intentional failure by Resident to comply with the above listed terms of this Section of the Agreement, and/or if any other person not so listed or approved as provided above, who is not a guest (as defined herein), lives in the Dwelling, shall be considered a default of this Agreement and grounds for termination of this Agreement.

F. If, during the term of this Agreement, and any subsequent renewals, Resident or members of Resident’s household, by reason of physical or mental impairment is no longer able to comply with the material terms and conditions of this Agreement, cannot make arrangements for someone to aid Resident or members of Resident’s household in complying with this Agreement, and PCHA cannot make any reasonable accommodations that would enable Resident or members of Resident’s household to comply with this Agreement; then, PCHA shall make a good faith effort to assist Resident or members of Resident’s household to find more suitable accommodations and terminate this Agreement. If there are no family members or beneficiary (as provided in Paragraph 3 herein) who can or will take responsibility for moving Resident or members of Resident’s household, then PCHA shall work with appropriate agencies to attempt to secure suitable accommodations and terminate this Agreement.



9. SECURITY DEPOSIT

A. The Resident shall pay to PCHA, upon the signing of this Agreement a security deposit in the amount specified in Paragraph 1 herein. PCHA shall retain the security deposit during the term of this Agreement, and any subsequent renewals as provided by Chapter 83, Part II, Florida Statutes, as it may be amended. Resident understands that the security deposit or any part thereof may not be used by Resident to pay unpaid rent or other charges owed by Resident to PCHA while the Resident remains in occupancy of the Dwelling. At the termination of this Agreement and/or after Resident has vacated the Dwelling, the Dwelling shall be inspected by PCHA. PCHA shall refund the security deposit of Resident, less any charges for the following:

- (i) All unpaid rents, maintenance or repair charges, excess utility charges, court costs and/or attorneys fees, or other charges which are due to PCHA;
- (ii) The cost of non-routine cleaning or repair of the Dwelling or its appliances and other equipment, where such non-routine cleaning or repair is not due to normal wear and tear;
- (iii) The cost of replacing all keys to the Dwelling not returned to the Property Office of Resident's complex and/or the cost of replacing or removing locks of the Dwelling due to Resident's failure to return all keys to the Dwelling;
- (iv) The reasonable charge for storage, removal and/or disposal of property abandoned by Resident as provided by the terms of this Agreement; or
- (v) Ten (10) days rent if proper notice of termination is not given by Resident as provided by the terms of this Agreement.

B. The security deposit, if any, shall be refunded by U.S. Mail to the forwarding address provided by Resident at the time the dwelling is vacated (or the last known address of Resident if no forwarding address is provided by Resident) within Thirty (30) days after Resident has vacated the Dwelling and such dwelling has been inspected by PCHA. Resident agrees to PCHA making the refund of the security deposit, if any, to the Resident first named at the beginning of this Agreement (or either named Resident if more than one), and PCHA shall not be responsible for any division of security deposit funds between the persons listed above as members of the household members.

C. If PCHA determines that it will impose a claim for all or any part of the security deposit, notice must be provided to Resident within thirty (30) days by certified mail after Resident has vacated the Dwelling which indicates the intent to impose a claim, the amount of the claim, and the reason for imposing the claim, or PCHA forfeits the right to impose a claim on the security deposit. Unless Resident objects to the imposition of the claim and/or the amount thereof within fifteen (15) days after receipt of PCHA's notice of intention to impose a claim, PCHA may then deduct the amount of the claim and remit the balance of the security deposit, if any, to the Resident within thirty (30) days of the notice of intention to impose a claim for damages. All of the foregoing procedures are in accordance with Chapter 83, Part II, Florida Statutes, as it may be amended.

D. If a sole Resident (no household members or remaining household members residing in the Dwelling) dies, the security deposit, if any, shall be returned to a personal representative, next of kin, or Resident's beneficiary (as provided in Paragraph 3 herein) who executes the proper receipt for the return of the security deposit, or has received a court order giving access, control or possession of Resident's security deposit. Any security deposit or any part thereof which cannot be returned as provided herein shall be considered abandoned pursuant to Chapter 717.113, Florida Statutes, as it may be amended.

10. UTILITIES AND EXCESS UTILITY CHARGES

A. As part of the monthly rental, except for dwellings where Resident is responsible for contracting directly with the utility companies, PCHA shall furnish a utilities allowance to Resident as provided in the "Schedule of Rent and Other Charges" in effect at that time, posted in the Property Office of Resident's complex, or if there is not a Property Office, the Central Office of PCHA. Resident shall pay for excess consumption, if any, in accordance with this Schedule. PCHA shall use a reasonable rate to compute excess consumption charges for Resident. Charges for excess utilities shall become due and collectible fourteen (14) days after written notice to Resident of the excess utility charge. Notice to Resident of excess utility charges is a notice of proposed adverse action (as defined herein), and Resident has the right to request a grievance hearing concerning the charges in accordance with PCHA's grievance procedure. Failure to pay such charge on the date due shall be considered a default of this Agreement and grounds for termination of this Agreement

B. Where Resident resides in a dwelling where Resident is responsible for contracting directly with the utility companies, PCHA shall furnish a utilities allowance to Resident or the applicable utility company, as determined by PCHA, as provided in the "Schedule of Rent and Other Charges" in effect at that time, posted in the Property Office of Resident's complex. Resident agrees to make arrangements for provision of utility services with the utility companies with accounts in Resident's name, within seventy-two (72) hours of taking possession of the Dwelling. Such contract is solely between Resident and the utility companies and PCHA assumes no responsibility for the providing of or failure to provide electrical and/or gas services. Resident must keep utility payments current to ensure continuity of services for sanitary and health purposes and failure of Resident to do so shall be considered a default of this Agreement and grounds for the termination of this Agreement. Resident shall be responsible for any and all damages resulting from Resident's failure to maintain continuity of services. Resident agrees to notify PCHA immediately if utility service is terminated to the Dwelling.

C. PCHA shall not be liable to Resident for failure to supply any utility services for any cause whatever beyond its control.

D. Resident agrees not to intentionally waste any utilities provided by PCHA, whether in the Dwelling or any other areas of PCHA's



property, and to comply with applicable law, regulation or guideline of any governmental authority and/or rules established by PCHA for the regulation and conservation of utilities and fuels.

E. If Resident or members of Resident's household damage or destroy the utility metering device for the Resident's dwelling, or at any other area of PCHA's property, the Resident shall be financially liable to PCHA or the utility company providing such metering device for any repairs or replacement.

F. The removal of PCHA's appliances and/or equipment from the Dwelling without the express written approval of PCHA is a crime, and PCHA shall pursue prosecution of those persons responsible by appropriate authorities. All of PCHA's appliances and/or equipment shall be left in the Dwelling when Resident vacates the Dwelling. If the Dwelling is vacated by Resident without giving proper notice to PCHA as required by the terms of the Agreement, and the appliances and/or equipment are stolen, damaged or vandalized, Resident shall be financially liable to PCHA for the loss.

11. MAINTENANCE, REPAIRS AND SERVICES

Resident shall pay charges for maintenance, repairs and services beyond normal wear and tear as reflected in the current "Schedule of Resident Charges" in effect at that time, posted in the Property Office of Resident's complex, or if there is not a Property Office, the Central Office of PCHA. Resident shall be responsible for all maintenance, repairs or services necessary as a result of damages to the Dwelling, buildings, facilities or other areas of PCHA's property caused by Resident, members of Resident's household or guests (as defined herein). Such charges are due and collectible after fourteen (14) days written notice to Resident of the maintenance repair or service charge. Notice to Resident of charges for maintenance, repair or service is a notice of proposed adverse action (as defined herein). Resident has the right to request a grievance hearing concerning the charge in accordance with PCHA's grievance procedure. Failure to pay such charges on the date due shall be considered a default of this Agreement and grounds for termination of this Agreement. A fifty (\$50) dollar fee will be assessed each time the smoke detector is disabled, removed or missing from the dwelling unit and has not been reported to the Property Office.

12. COMMUNITY SERVICE REQUIREMENT

A. All adult members of Resident's household, who are not specifically exempted as provided herein, must either contribute eight (8) hours per month of community service within the community in which Resident's Dwelling is located, or must participate in an economic self-sufficiency program for eight (8) hours per month. Community service may be contributed to PCHA owned properties and/or projects or at other locations not owned by PCHA and/or programs or projects not run by PCHA, as determined by PCHA.

B. Members of Resident's household who are employed at least 30 hours a week, sixty-two (62) years of age or older, blind or disabled, primary care givers for a blind or disabled member of Resident's household, exempted from work requirements pursuant to State law (as may be amended) and in compliance with the law, or a participant in good standing in a qualified economic self-sufficiency program are specifically exempted from the community service requirement

C. Resident acknowledges and understands that PCHA has the right to not renew this Agreement and/or any renewals thereof if Resident and/or any member of Resident's household not specifically exempted as provided herein fails to comply with the community service requirement. PCHA shall conduct a determination at least thirty (30) days prior to the end of this Agreement or any renewal thereof, to determine whether the adult members of Resident's household have fully complied with the total number of community hours required. PCHA may enter into an agreement prior to the end of this Agreement or any subsequent renewals thereof, with the Resident to become current or have an adult member of Resident's household not specifically exempted to become current in meeting the community service requirement in lieu of not renewing this Agreement and/or any renewals thereof.

D. Notice to Resident of failure to comply with the community service requirement is a notice of proposed adverse action (as defined herein), and Resident has the right to request a grievance hearing concerning such failure in accordance with PCHA's grievance procedure.

13. ATTORNEY FEES, COURT AND RELATED COSTS

A. Resident shall be charged a fee to cover all costs and/or reasonable attorney fees the court may award whenever PCHA incurs such costs and/or reasonable attorney fees in connection with legal proceedings in which the Resident does not prevail in a court action to enforce the terms and provisions of this Agreement. Additionally, pursuant to the disposition of an action by PCHA to terminate this Agreement, Resident and an authorized agent of PCHA may mutually agree in writing to responsibility for court costs and attorney fees. A \$25.00 Administrative Eviction Processing Fee will be assessed at the beginning of any eviction proceedings in addition to any other fees.

B. In the event of an action to terminate this Agreement, Resident gives PCHA permission to remove from the Dwelling and then from the public way, and to store any personal property and/or to dispose of such personal property as prescribed by Chapter 83, Part II, Florida Statutes, as it may be amended. Resident agrees to be responsible for the actual costs of removing, storing and/or disposing of any personal property of Resident from the Dwelling, and any other costs associated with an action to terminate this Agreement.

14. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY

A. The status of each resident family's eligibility, for those families choosing income-based rent is to be reexamined and their rent re-



determined at least once a year, but also at interim periods if requested by PCHA in accordance with any information received by PCHA which may reasonably affect the determination of rent or household composition for Resident. The status of each resident family's eligibility, for those families choosing flat rent is to be reexamined and their rent re-determined at least once every three (3) years, but also at interim periods PCHA in accordance with any information received by PCHA which may reasonably affect the determination of rent or household composition for Resident.

All adult members of Resident's household except for non-working full-time students or live-in-aides (as defined herein), must accompany Resident to any and all re-determinations requested by PCHA. Resident and all adult members of Resident's household, except live-in-aides (as defined herein) must sign all applicable determination documents required by PCHA. If Resident and all adult members of Resident's household except for non-working full-time students or live-in-aides (as defined herein) do not attend any scheduled or rescheduled redetermination meeting without a showing of good cause, as determined by PCHA, or do not comply with the requirements of the redetermination process, as determined by PCHA, it shall be considered a default of this Agreement and grounds for termination of this Agreement.

B. Resident agrees to furnish to PCHA at any redetermination, upon request by PCHA, complete, current, accurate and verifiable information as to household income and assets, number of persons residing in the household, employment, criminal record background information, certain medical information and household composition for PCHA's use in determining whether Resident's rent should be changed, whether the size of the Dwelling is still appropriate for Resident's needs, and whether Resident and/or members of Resident's family are still eligible to reside at PCHA. Resident agrees to furnish all information requested by PCHA in writing within ten (10) days from the date of receipt of the request. If the tenth (10th) day falls on a Saturday, Sunday or a legal holiday, the tenth (10th) day shall be considered the end of the next successive business day. Resident agrees to provide any authorization and/or release, at PCHA's request, required to verify information being supplied to PCHA by Resident and/or members of Resident's household. The determinations referenced in this section shall be made in accordance with the "Schedule of Rents" in effect at that time, posted in the Property Office of Resident's complex, or if there is not a Property Office, the Central Office of PCHA. Resident shall keep copies of all documentation provided to PCHA for any and all re-determinations.

C. All information and/or records made available to PCHA by Resident or members of Resident's household or obtained by PCHA about Resident or members of Resident's household shall be held confidential by PCHA only to the extent allowed by the Public Records laws of the State of Florida, as may be amended and/or any other applicable laws or orders of a court of competent jurisdiction.

D. If Resident fails or refuses to furnish the information requested by PCHA, or if Resident or members of Resident's household have misrepresented and/or failed to report facts upon which rent was based, so that the rent being paid by Resident to PCHA is less than the rent which should have been charged, an adjustment of rent, retroactive to the date the increase should have taken effect shall be due and payable to PCHA immediately. Additionally, misrepresentation by Resident or members of Resident's household shall be considered a default under the terms of this Agreement and grounds for termination of this Agreement.

E. No change in rent shall be effective until adequate information to verify such change has been received by PCHA. Resident shall be notified of any adjusted rent charged as a result of the annual redetermination, or interim redetermination requested by PCHA by receipt of a Notice of Rent Adjustment from PCHA. If Resident's rent increases, the notice shall be considered a notice of proposed adverse action (as defined herein). The notice shall state the specific reasons for PCHA's determination, and that if Resident does not agree with the determination; Resident may request a grievance hearing concerning the determination in accordance with PCHA's grievance procedure. Resident shall receive the Notice of Rent Adjustment at least thirty (30) days prior to any adjusted rent taking effect.

F. Increases in rent shall become effective the first business day of the second month following the month in which the change occurred, unless the increase is a result of false or incomplete information supplied by Resident or a member of Resident's household, whereby the increase becomes effective as stated in Section 15 (E) above. Decreases in rent shall become effective the first business day of the month following the month in which the change was reported, provided Resident reported the change in a timely manner (as defined herein). Resident agrees to execute an addendum to this Agreement showing the adjusted rent as a result of the determination by PCHA.

G. Notwithstanding anything herein that might be interpreted to the contrary, PCHA will not consider at any redetermination the increased earnings of member of Resident's household for a period of twelve (12) months from the date of hire or increase where the family member was unemployed for a year or more and is now employed, or whose employment income increases as a result of participation in any family self-sufficiency or job training program, or who was receiving TANF benefits in the last six (6) months and whose earned income increases. During the following twelve (12) month period the Resident's rent may be increased by PCHA by fifty percent (50%) of the amount that would have been considered as part of the household income during the previous twelve (12) month period except as stated herein. If Resident qualifies, as determined by PCHA, he/she may request PCHA to place any rent increase that does not take effect as a result of this section in an escrow account for Resident's benefit, with restrictions for use as determined by PCHA.

H. Rent as fixed herein shall remain in effect for the period between the annual redetermination, or interim redetermination requested by PCHA, unless during such period:

- (i) Rent is based on false or incomplete information supplied to PCHA by Resident or members of Resident's household;
- (ii) It is found that an error was made by PCHA at admission or redetermination (Resident shall not be charged retroactively for errors made by PCHA);



(iii) At redetermination it may be impossible to verify the income of Resident or members of Resident's household, or to project the income for a twelve (12) month period, or Resident may be reporting no income. In these cases, a temporary rent shall be charged and Resident must report to PCHA every sixty (60) days until an accurate rent can be established. If the sixtieth (60th) day falls on a Saturday, Sunday or a legal holiday, the sixtieth (60th) day shall be considered the end of the next successive business day.

Such rent shall be effective the date the temporary rent was set, and any overpayment shall be credited to Resident's account, and any underpayment shall become due and payable immediately;

(iv) Resident's rent is affected by changes in Federal laws, regulations or guidelines;

(v) Resident can effectively show a change in circumstances or an increase or decrease in income which would justify an increase or decrease in rent pursuant to the "Schedule of Rents" in effect at that time;

(vi) Public Assistance being received by Resident or members of Resident's household commences or is terminated, as outlined herein. Such change must be reported to PCHA within ten (10) days of its occurrence. If the tenth (10th) day falls on a Saturday, Sunday or a legal holiday, the tenth (10th) day shall be considered the end of the next successive business day;

(vii) There is a change in Resident's household composition; or

(viii) Utility Allowances are changed.

I. Notwithstanding anything herein that might be interpreted to the contrary, Resident's rent shall not be reduced if the decrease in the family's considered income is caused by a reduction in welfare or public assistance benefits received by the family that is as a result of the Resident or member of Resident's household's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family's considered income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in considered income shall not result in a rent decrease. In such cases the amount of income to be attributed to the family shall include what the family would have received if they had complied with the welfare requirements or had not committed fraud. For the purposes of rent adjustments, the reduction of welfare or public assistance benefits to the family 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 and Resident's rent will be reduced appropriately as a result of such decrease.

J. Resident must report to PCHA in writing any and all changes in household income and composition within ten (10) days of such change, unless Resident can present documentable evidence, as determined in PCHA's sole discretion that information in this regard is unavailable due to conditions beyond Resident's control. If the tenth (10th) day falls on a Saturday, Sunday or a legal holiday, the tenth (10th) day shall be considered the end of the next successive business day. Failure to report any and all changes in income or household composition shall be considered a default under the terms of this Agreement and grounds for termination of this Agreement.

K. All documents used by PCHA for any annual redetermination, or interim redetermination as requested by PCHA, are hereby incorporated into this Agreement by reference.

15. RELOCATION AND TRANSFER

A. PCHA, if deemed appropriate, may relocate or transfer Resident and members of Resident's household into another dwelling, whether in Resident's complex or elsewhere on PCHA's property, if it is determined necessary for modernization or emergency conditions concerning Resident's household, to provide proper facilities for Resident or members of Resident's household care and well being, to provide for handicapped or disabled persons, or to provide for residents who observe criminal activity or other activity which threatens the health, safety or peaceful enjoyment of PCHA's property by other residents of PCHA, PCHA's employees, representatives, contractors, agents, and/or law enforcement officials, and consent to provide witness testimony for safety reasons, giving a reasonable amount of notice to Resident as the situation and applicable law permits. If Resident makes a written request for special dwelling features in support of an appropriately documented disability or handicap, PCHA shall have the option to modify Resident's existing dwelling or to relocate or transfer Resident to another dwelling with the features requested, whether in Resident's complex or elsewhere on PCHA's property. If Resident is without disabilities or handicaps and is residing in a dwelling with special features, Resident must relocate or transfer to a dwelling without such features in a reasonable time frame set by PCHA, whether in Resident's complex or elsewhere on PCHA's property, should another resident of PCHA need the Dwelling. In situations involving emergency and/or witness safety relocations or transfers, PCHA, at its sole option may consider allowing Resident to be relocated or transferred back to Resident's original dwelling or complex at the first reasonable opportunity, upon written request of Resident. If Resident and members of Resident's household refuse to be relocated or transferred due to any of the foregoing situations, such refusal shall be considered a default under the terms of this Agreement and grounds for termination of this Agreement.

B. If PCHA relocates or transfers Resident and members of Resident's household to another dwelling, all financial obligations existing pursuant to this Agreement, including but not limited to repayment agreements shall continue and be made part of and incorporated into a new written Dwelling Lease Agreement between Resident and PCHA for the new dwelling.

C. If PCHA relocates or transfers Resident and members of Resident's household to another dwelling, then this Agreement shall automatically terminate and a new written Dwelling Lease Agreement shall be executed by Resident and PCHA for the new dwelling. By relocating or transferring Resident and members of Resident's household to a new dwelling, however, PCHA does not waive its right to terminate the new Dwelling Lease Agreement for the new dwelling or to evict Resident and members of Resident's household from the



new dwelling based on conduct that occurred prior to or during the relocation or transfer.

D. If PCHA relocates or transfers Resident and members of Resident's household to another dwelling after PCHA has instituted an eviction action against Resident, then PCHA shall have the right to re-file the eviction action or amend the pleadings to request possession of the new dwelling, without waiver of the original breach or violation of this Agreement.

16. TREATMENT OF VICTIMS OF DOMESTIC VIOLENCE

An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as a serious or repeated violation of this Agreement by Resident or a member of Resident's household if Resident or a member of Resident's household is the qualified victim or threatened victim of that violence, as determined by PCHA and/or Federal law.

Criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, engaged in by Resident, members of Resident's household, guests (as defined herein) or other person under Resident's control, shall not be a cause for termination of this Agreement if Resident or a member of Resident's household is a victim of that domestic violence, dating violence, or stalking.

PCHA may, in its sole discretion, seek the removal of a member of Resident's household by any means available who engages in criminal acts of physical violence against Resident or any other member of Resident's household, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a member of Resident's household.

Nothing in this Paragraph shall be construed to limit the right of PCHA to terminate this Agreement for any violation of this Agreement not based on criminal activity directly relating to domestic violence, dating violence or stalking.

Nothing in this Paragraph shall be construed to limit PCHA's authority to terminate this Agreement if PCHA can demonstrate an actual or imminent threat to other residents of PCHA, PCHA's employees, persons residing in the immediate vicinity of the Dwelling, representatives, contractors, agents, law enforcement officials and/or the public, if the Agreement is not terminated.

Information provided to PCHA concerning incidents of domestic violence, dating violence, sexual assault, or stalking will be kept confidential by PCHA, except as provided herein. Information will only be disclosed if the victim of the violence requests or consents to the disclosure in writing; the information is required for use in a grievance hearing or eviction proceeding related to whether the incident qualifies as a serious or repeated violation of the Lease or criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking; or the disclosure is required by the Public Records laws of the State of Florida, as may be amended and/or any other applicable laws or orders of a court of competent jurisdiction.

17. RESIDENT OBLIGATIONS

Resident acknowledges that violation of any of the provisions of this Paragraph is a serious violation of a material term of this Agreement and good cause for termination of this Agreement, and agrees to be obligated as follows:

A. To pay the applicable rent and any other charges due to PCHA as required.

B. To report all changes in family size, members of household, and/or increases or decreases in income in writing within ten (10) days of the change.

C. To use the Dwelling solely as a private residence and the only place of residence of Resident and members of Resident's household as listed above, and not to use or permit the use of the Dwelling for any other purpose, except as provided otherwise in Paragraph 9 of this Agreement.

D. Not to assign, sublet, or transfer possession of the Dwelling, or any part thereof, nor to give accommodations to boarders, lodgers, or other persons not listed as household members above, except that provided otherwise in Paragraph 9 of this Agreement.

E. To abide by such necessary and reasonable rules, regulations, policies and/or procedures as may be set forth by PCHA for the benefit, protection and well-being of PCHA's residents, employees, representatives, contractors, agents, and property, and law enforcement officials in effect at the time this Agreement is entered into and hereafter promulgated by PCHA, which shall be posted in the Property Office of Resident's complex, or if there is not a Property Office, the Central Office of PCHA, delivered to Resident and incorporated by attachment or by reference in this Agreement.

F. To comply with all obligations imposed upon Resident by applicable provisions of the local, State, and Federal codes materially affecting health and safety, in effect at the signing of this Agreement and as promulgated, changed or modified during the term of this Agreement, and any subsequent renewals.

G. To maintain the Dwelling, area around the Dwelling under Resident's control, appliances and equipment in a clean and sanitary condition and to cooperate with PCHA in maintaining areas assigned to Resident in a neat and orderly manner, to pick up and remove



trash, and to dispose of garbage, rubbish and other waste into designated containers on PCHA's property and in a sanitary and safe manner. Litter and debris must be deposited into the approved containers. Failure to keep your immediate area free of litter and debris will result in fees being assessed by PCHA

H. To conduct himself/herself and to cause members of Resident's household, guests (as defined herein) or other person under Resident's control to conduct themselves in such a manner as: (i) not to disturb other residents' peaceful enjoyment of their accommodations, community facilities and other areas of PCHA's property; (ii) to refrain from and not permit illegal or other activity which would interfere with the health, safety or peaceful enjoyment of PCHA's property by other residents of PCHA, PCHA's employees, persons residing in the immediate vicinity of the Dwelling, representatives, contractors, agents, law enforcement officials and/or the public; (iii) to refrain from the illegal use, illegal possession and/or illegal storage of firearms and/or other offensive weapons, as defined by the laws and courts of the State of Florida, anywhere on PCHA's property; (iv) to refrain from the storage of illegal drugs in the Dwelling or anywhere on PCHA's property; and (v) to act in such a way as to be conducive to maintaining Resident's complex, community facilities and other areas of PCHA's property, in a decent, safe, and sanitary condition.

I. To assure that Resident, members of Resident's household, guests (as defined herein) or other person under Resident's control, shall not: (i) engage in any criminal activity, that threatens the health, safety or peaceful enjoyment of PCHA's property by other residents of PCHA, PCHA's employees, persons residing in the immediate vicinity of the Dwelling, representatives, contractors, agents, law enforcement officials and/or the public; or (ii) engage in any type of activity, that threatens the health, safety or peaceful enjoyment of PCHA's property by other residents of PCHA, PCHA's employees, persons residing in the immediate vicinity of the Dwelling, representatives, contractors, agents, law enforcement officials and/or the public; or (iii) drug-related criminal activity (as defined herein) or violent criminal activity or any felony conviction on or off PCHA's property.

J. To act and cause Resident, members of Resident's household, guests (as defined herein) or other person under Resident's control, to act in a reasonably cooperative manner with other residents of PCHA, PCHA's employees, persons residing in the immediate vicinity of the Dwelling, representatives, contractors, agents, and/or law enforcement officials, and to refrain from and cause members of Resident's household and guests (as defined herein), to refrain from acting or speaking in an abusive or threatening manner toward other residents of PCHA, PCHA's employees, persons residing in the immediate vicinity of the Dwelling, representatives, contractors, agents, law enforcement officials and/or the public.

K. To assure that Resident, members of Resident's household, guests (as defined herein) or other person under Resident's control, shall refrain from inviting or allowing on PCHA's property or to the Dwelling anyone who to Resident's knowledge (i) has been banned from the Dwelling and/ or any other parts of PCHA's property; (ii) has been issued a trespass notice by PCHA or its authorized representative (iii) has engaged in criminal activity or other activity that adversely affect the health safety or peaceful enjoyment of the community; or (iv) is currently engaging in criminal activity, which includes fleeing from law enforcement to avoid custody or arrest for engaging in such criminal activity.

L. To assure that Resident, members of Resident's household, guests (as defined herein) or other person under Resident's control, shall refrain from fleeing to avoid prosecution, or custody or confinement after conviction, under the laws of the place from which the individual has fled, for a crime or attempted crime, which is a felony under the laws of the place from which the individual flees, or which, in the case of the state of Florida, is a high misdemeanor under the laws of that state.

M. To assure that Resident, members of Resident's household, guests (as defined herein) or other person under Resident's control, shall refrain from violating a condition of probation or parole imposed under Federal or State law.

N. Resident shall notify PCHA in a timely manner (as defined herein) whenever Resident, members of Resident's household, guests (as defined herein) or other person under Resident's control (i) engage in any criminal activity, that threatens the health, safety or peaceful enjoyment of PCHA's property by other residents of PCHA, PCHA's employees, persons residing in the immediate vicinity of the Dwelling, representatives, contractors, agents, law enforcement officials and/or the public; or (ii) engage in any type of activity, that threatens the health, safety or peaceful enjoyment of PCHA's property by other residents of PCHA, PCHA's employees, persons residing in the immediate vicinity of the Dwelling, representatives, contractors, agents, law enforcement officials and/or the public; or (iii) drug-related criminal activity (as defined herein) or violent criminal activity or any felony conviction on or off PCHA's property; or (iv) engage in a violation of a condition of probation or parole imposed under Federal or State law.

O. To take reasonable precautions to prevent fires and to pay for damages caused by fire or smoke that are a direct result of negligence on the part of Resident, members of Resident's household, guests (as defined herein) or other person under Resident's control. Such fire and smoke damage charges shall be in the amount of the repair or replacement, actual costs, and other fees incurred, or the deductible amount on PCHA's fire insurance, whichever is less.

P. To use only in a reasonable manner all electrical, plumbing, sanitary, ventilating, air-conditioning, and other facilities and appurtenances, including but not limited to elevators.

Q. To refrain from and cause members of Resident's household, and guests (as defined herein) or other persons under Resident's control to refrain from destroying, defacing, damaging, or removing any part of the Dwellings, buildings, facilities, or other areas of PCHA's



property, and to pay reasonable charges for repair of damages so caused.

R. Not to make any repairs or alterations or install any equipment in or around Resident's dwelling, including but not limited to painting, air-conditioning units, antennas, exterior cameras and personal fences, without the prior written consent of PCHA.

S. To notify PCHA in advance and to make arrangements for the care of the Dwelling, if Resident and members of Resident's household plan to be away from the Dwelling for more than fifteen (15) days, except where documentable conditions, as determined in PCHA's sole discretion, existed which prevented Resident from giving advance notice.

T. To notify PCHA immediately of the need for repairs to Resident's dwelling and any unsafe, hazardous or unhealthy conditions in or around Resident's dwelling, Resident's complex, community facilities and other areas of PCHA's property which might lead to injury or damage.

U. Not to keep pets or animals anywhere in Resident's dwelling or elsewhere in Resident's complex unless permitted by PCHA's adopted "Pet Policy" in effect at the time, or applicable State law or Federal regulations. Upon adding a pet to the household, tenant must sign a Pet Certification form and pay the necessary pet fee and/or pet deposit.

V. Not to keep or maintain any vehicle on PCHA's property that is not in operating condition or is without a valid registration, license plate, and/or PCHA parking permit (if applicable). Additionally, Resident agrees to be subject to and abide by all local or State laws, as well as policies and/or procedures promulgated by PCHA regarding vehicle registration, vehicle condition, and vehicle parking. If after appropriate written notification, a violation of local or State law, or policies and/or procedures promulgated by PCHA is not remedied, arrangements shall be made for the vehicle to be towed at its owner's expense at the expiration of the notice. Further, not to wash cars or trucks or perform major repairs to vehicles on PCHA's property. Major repairs to vehicles shall be determined in the sole discretion of PCHA.

W. To abide by the parking policy established by PCHA in effect at that time, and to cause members of Resident's household and guests (as defined herein) to also abide by the parking policy established by PCHA in effect at that time.

X. To voluntarily vacate the Dwelling upon seven (7) days prior written notice for pest control when necessary.

Y. Not to replace or remove any locks installed by PCHA in the Dwelling. Resident shall not install any locks or alarm systems in the Dwelling. Any non-approved locks or alarm systems installed by Resident in the Dwelling shall be removed by PCHA at Resident's expense.

Z. To remove any personal property left on PCHA's property when Resident leaves, abandons or surrenders the Dwelling.

AA. Not to commit, or allow members of Resident's household to commit any fraud in connection with any Federal housing assistance program, and not to receive or allow members of Resident's household to receive assistance for occupancy of any other dwelling assisted under any Federal housing assistance program during the term of this Agreement, or any subsequent renewals.

BB. To correct any violation of this Agreement within seven (7) days of receipt of written notice from PCHA of the specific violation, except as provided to the contrary in this Agreement.

CC. To furnish complete, current, accurate and verifiable written information in a timely manner (as defined herein).

DD. To transfer to an appropriate size dwelling upon appropriate notice by PCHA.

EE. To assure that Resident and members of Resident's household comply with applicable State law, as may be amended regarding truancy and to fully comply with the PCHA's Truancy Policy. Resident and members of Resident's household agree to provide any and all information and/or documentation needed by PCHA to comply with PCHA's Truancy Policy, including but not limited to applicable information waiver forms required by the School Board of Bay County.

FF. To comply with PCHA's Non-Smoking Policy which prohibits Resident, members of Resident's household, guests (as defined herein) or other persons under Resident's control from smoking in designated areas, including but not limited to all units, hallways, elevators, community rooms, community bathrooms, lobbies, reception areas, offices, laundry rooms, and any other common areas, and within twenty-five (25) feet of any building(s), including but not limited entry ways, porches, balconies, patios and/or storage areas.

GG. Duty to Clean and Ventilate: In order to address the increasing concerns about mold and mildew, Tenant hereby acknowledges mold and mildew can grow in the Premises if the Premises is not properly maintained and ventilated and it is important for Tenant to allow air to circulate in the apartment. Tenant agrees to abide by the attached Mold Addendum. Failure to abide by all terms and conditions set forth in the Mold Addendum will constitute a material violation under the terms of the lease.



18. PCHA AGREES TO:

- A. To give Resident written notice of any default or violation of this Agreement stating the specific act(s) which caused the default or violation.
- B. To maintain the complex facilities, common areas, and grounds, not otherwise assigned to Resident for maintenance and upkeep, in a decent, safe, and sanitary condition.
- C. To make necessary repair to Resident’s dwelling within a reasonable time.
- D. To comply with requirements of applicable building codes, housing codes, HUD regulations and other Federal regulations materially affecting health and safety.
- E. To maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilation and other facilities and appliances including elevators supplied or required to be supplied by PCHA.
- F. To provide and maintain appropriate receptacles and facilities (except containers for exclusive use of an individual resident) for the deposit of garbage, rubbish and other waste removed from the Dwelling by Resident, as required by this Agreement.
- G. To provide a utilities allowance schedule in accordance with the Schedule of Rent and Other Charges in effect at that time, as posted in the Property Office of Resident’s complex, or if there is not a Property Office, the Central Office of PCHA. Additionally, to furnish reasonable amounts of hot and cold water and reasonable amounts of heat at appropriate times of the year according to local custom and usage, except where the building that includes the Dwelling is not required by law to be equipped for that purpose, or where heat and/or hot water are generated within Resident’s exclusive maintenance and control.
- H. To notify Resident of the specific reasons for any proposed adverse action (as defined herein), by PCHA. When PCHA is required to afford Resident the opportunity for a hearing in accordance with PCHA’s grievance procedure for a grievance concerning a proposed adverse action: (i) the notice of proposed adverse action shall inform Resident of the right to request a hearing, except in the case of a lease termination, a notice of lease termination shall constitute adequate notice of proposed adverse action; and (ii) in the case of a proposed adverse action other than a proposed lease termination, PCHA shall not take the proposed action until the time for Resident to request a grievance hearing has expired, and if a hearing was timely requested by Resident the grievance process has been completed.
- I. To make reasonable provisions for extermination of rodents, roaches, ants, wood destroying organisms, and bedbugs, in accordance with applicable Florida law. If vacation of premises is required for extermination, PCHA will not be liable for damages, but PCHA shall abate the rent.
- J. To provide Resident with pre-hearing or pre-trial access, in the presence of a PCHA employee, to directly relevant documents in PCHA’s possession, regarding any termination or eviction initiated by PCHA, upon request by Resident.
- K. That PCHA shall not be responsible to Resident for conditions created or caused by the negligent or wrongful acts or omissions by Resident, members of Resident’s household, or guests (as defined herein). Additionally, PCHA shall not be responsible for loss or damage to personal items of Resident, members of Resident’s household, or guests (as defined herein), caused by criminal and/or other activity, and occurrences beyond the control of PCHA for which Resident may obtain adequate Renter’s Insurance for the protection of these items.
- L. To post in the Property Office of Resident’s complex, or if there is not a Property Office, the Central Office of PCHA, copies of all rules, regulations, schedules of charges and other documents which are part of this Agreement (by attachment or by reference), and to make these and any subsequent changes or modifications available to Resident.

19. DEFECTS HAZARDOUS TO LIFE, HEALTH AND SAFETY

- A. When conditions are created which are hazardous to life, health, safety, and welfare of Resident, members of Resident’s household or guests (as defined herein), Resident shall immediately notify PCHA of the conditions.
- B. PCHA shall be responsible for the repair of the Dwelling within a reasonable amount of time, provided, that if the damages were caused by Resident, members of Resident’s household or guests (as defined herein), the reasonable cost of the repairs shall be due and collectible after fourteen (14) days written notice of the costs of repair to Resident from PCHA. Notice to Resident of the cost of repairs is a notice of proposed adverse action (as defined herein). Resident has the right to request a grievance hearing concerning the costs of repairs in accordance with PCHA’s grievance procedure. Failure to pay such charges on the date due shall be considered a default of this Agreement and grounds for termination of this Agreement.
- C. If the repair of the defects or damages cannot be made within a reasonable amount of time, PCHA shall offer standard alternative accommodations to Resident, if available. PCHA shall not be responsible for any moving expenses to Resident, if the damages were caused by Resident, members of Resident’s household or guests (as defined herein). If Resident refuses the standard alternative



accommodations offered by PCHA, such refusal shall be considered a default of this Agreement and grounds for termination of this Agreement.

D. In the event repairs are not made by PCHA in accordance with Section 20 (B) above, or standard alternative accommodations are not provided in accordance with Section 20 (C) above, Resident's rent shall abate in proportion to the seriousness of the damages and loss in value as a dwelling. Rent shall not abate if Resident rejects the standard alternative accommodations or if the damages were caused by Resident, members of Resident's household or guests (as defined herein). Resident agrees to pay full rent, less the abated portion agreed upon by PCHA, during the period in which the defects or damages remain uncorrected.

E. In the event Resident claims a rent adjustment under the provisions of this Section, Resident shall pay the entire amount of rent due for the period for which a rent adjustment is claimed to PCHA, to be held in escrow pending a decision in accordance with PCHA's grievance procedure.

20. INSPECTIONS AND OTHER ENTRY OF DWELLING DURING OCCUPANCY

A. PCHA and Resident or Resident's representative shall inspect the Dwelling prior to commencement of occupancy by Resident. PCHA reserves the right to photograph, videotape, or otherwise visually record the inspection, with reasonable access to such photographs, videotapes, or other visual records of the inspection being provided to Resident. PCHA shall furnish Resident with a written statement of the condition of the Dwelling and equipment provided with the Dwelling. This statement shall be signed by an authorized representative of PCHA and Resident, and a copy of the statement shall be retained in Resident's file.

B. PCHA and Resident or Resident's representative during the term of this Agreement, and any subsequent renewals, shall conduct an annual inspection of the Dwelling. PCHA reserves the right to photograph, videotape, or otherwise visually record the inspection, with reasonable access to such photographs, videotapes, or other visual records of the inspection being provided to Resident. PCHA shall furnish Resident with a written statement of the condition of the Dwelling and equipment provided with the Dwelling. This statement shall be signed by an authorized representative of PCHA and Resident, and a copy of the statement shall be retained in Resident's file.

C. PCHA will conduct housekeeping inspections if determined that current living and housekeeping conditions do not meet the agency's rating standards. The first failed housekeeping inspection will result in the family being required to attend a housekeeping inspection class. The class will be offered as a videotaped training class to be held at the PCHA's designated property office. Families who fail a second housekeeping inspection will be required to participate in a hands-on interactive training program offered by PCHA or PCHA partner organization. Families who fail three or more housekeeping inspections are subject to lease termination.

D. When Resident vacates the Dwelling; PCHA shall inspect the Dwelling and furnish Resident with a written statement of any charges to be made to Resident, if any. PCHA reserves the right to photograph, videotape, or otherwise visually record the inspection, with reasonable access to such photographs, videotapes, or other visual records of the inspecting being provided to Resident. PCHA shall furnish Resident with a written statement of the condition of the Dwelling and equipment provided with the Dwelling. This statement shall be signed by an authorized representative of PCHA and Resident, and a copy of the statement shall be retained in Resident's file.

E. If Resident fails or refuses to sign any written statement of inspection, and fails to request a grievance hearing in accordance with PCHA's grievance procedure, such written statements shall be deemed to be accurate.

F. PCHA or its duly authorized employees, agents, or contractors shall be permitted to enter the Dwelling during reasonable hours (8:00 a.m. to 8:00 p.m.) for making routine inspections or maintenance, making improvements or repairs, pest control, showing the apartment for releasing, or if Resident or members of Resident's household are absent from the Dwelling for fifteen (15) days, unless prior notice thereof has been given to PCHA as provided by the terms of this Agreement.

G. PCHA or its duly authorized employees, agents, or contractors shall give reasonable prior written notice to Resident of at least forty-eight (48) hours, stating the day and time of the planned inspection or other entry, except in cases as listed below.

H. PCHA or its duly authorized employees, agents, or contractors shall not give notice to enter the Dwelling if entry is requested by Resident for any reason whatsoever, or if there is reasonable cause to believe an emergency (as defined herein), exists. If Resident and all adult members of Resident's household are out of the Dwelling at the time of entry, PCHA or its duly authorized employees, agents, or contractors shall leave a written statement giving the date, time, and purpose of such entry.

21. ABANDONMENT AND ABANDONED PROPERTY

A. PCHA may take possession of the Dwelling and terminate this Agreement after Resident has moved out. In the absence of actual knowledge of abandonment, it shall be presumed that Resident has abandoned the Dwelling if Resident is absent from the Dwelling for a period of fifteen (15) days, the rent is not current, and Resident has not notified PCHA in writing in advance of an intended absence, or otherwise as provided in this Agreement.

B. By signing this Agreement Resident agrees that upon surrender or abandonment, as defined by Chapter 83, Part II, Florida Statutes, as may be amended, PCHA shall not be liable or responsible for storage or disposition of Resident's personal property, whether such



personal property is located in the Dwelling or elsewhere on PCHA's property. The reasonable cost of any storage, removal and/or disposal shall be charged to Resident or assessed against Resident's security deposit, unless in PCHA's sole discretion, it is determined that documentable conditions existed which prevented Resident from occupying the Dwelling.

22. ABSENCE OF RESIDENT AND RIGHTS OF REMAINING HOUSEHOLD MEMBERS

If, during the term of this Agreement, and any subsequent renewals, regardless of cause, Resident ceases to reside at the Dwelling, PCHA shall terminate this Agreement. If there are no remaining responsible adult household members listed in Paragraph 2 the remaining household members may only continue to occupy the Dwelling if a qualified and responsible adult, as determined by PCHA, enters into a new Dwelling Lease Agreement with PCHA in a timely manner (as defined herein) and only if the remaining household members are all eligible to continue occupancy in the Dwelling and are not in violation of this Agreement, and/or are not ineligible pursuant to the policies of PCHA; this will only be allowed if the remaining minors have no other home to relocate to or if the remaining parent/guardian does not have a dwelling that is large enough are in a safe condition for the remaining family to move to. If there are no remaining household members listed in Paragraph 2 that are qualified and eligible to continue occupancy of the Dwelling, as determined by PCHA, PCHA shall seek to take possession of the Dwelling by an eviction action. It shall be the responsibility of the remaining household members listed in Paragraph 2 to report to PCHA in a timely manner (as defined herein) that Resident no longer resides in the Dwelling.

23. RESIDENT'S DEATH, DISABILITY OR INCAPACITY

If, during the term of this Agreement, and any subsequent renewals, Resident dies or becomes disabled or incapacitated to the point that it necessitates that Resident can no longer reside in the Dwelling, and there are no adult remaining household members listed in Paragraph 2 residing in the Dwelling who are qualified and eligible to continue occupancy in the Dwelling, as determined by PCHA and/or as required in Paragraph 23 herein, PCHA shall terminate this Agreement and seek to take possession of the Dwelling by an eviction action. It shall be the responsibility of the remaining household members listed in Paragraph 2 to report to PCHA in a timely manner (as defined herein) that Resident no longer resides in the Dwelling. If there are no remaining responsible adult household members listed in Paragraph 2 the remaining household members may only continue to occupy the Dwelling if a qualified and responsible adult, as determined by PCHA, enters into a new Dwelling Lease Agreement with PCHA in a timely manner (as defined herein) and only if the remaining household members are all eligible to continue occupancy in the Dwelling and are not in violation of this Agreement, and/or are not ineligible pursuant to the policies of PCHA; this will only be allowed if the remaining minors have no other home to relocate to or if the remaining parent/guardian does not have a dwelling that is large enough are in a safe condition for the remaining family to move to. If there are no remaining household members listed in Paragraph 2 that are qualified and eligible to continue occupancy of the Dwelling, as determined by PCHA, PCHA shall seek to take possession of the Dwelling by an eviction action. It shall be the responsibility of the remaining household members listed in Paragraph 2 to report to PCHA in a timely manner (as defined herein) that Resident no longer resides in the Dwelling and are not in violation of this Agreement, and/or are not ineligible pursuant to the policies of PCHA; this will only be allowed if the remaining minors have no other home to relocate to or if the remaining parent/guardian does not have a dwelling that is large enough are in a safe condition for the remaining family to move to. If there are no remaining household members listed in Paragraph 2 that are qualified and eligible to continue occupancy of the Dwelling, as determined by PCHA, PCHA shall seek to take possession of the Dwelling by an eviction action. It shall be the responsibility of the remaining household members listed in Paragraph 2 to report to PCHA in a timely manner (as defined herein) that Resident no longer resides in the Dwelling.

24. SOLICITATION, TRESPASSING AND EXCLUSION OF NON-RESIDENTS

PCHA is committed to providing a safe and decent environment throughout PCHA's property. Resident agrees to PCHA's reservation of the following rights to aid in providing a safe and decent environment throughout PCHA's property:

A. PCHA reserves the right, to be exercised by its employees and authorized agents, to prohibit solicitation and/or trespassing on PCHA's property by non-residents of PCHA, unless the express written permission of PCHA is obtained in advance and in accordance with any applicable policies and/or procedures of PCHA. PCHA shall exercise this right to the extent allowable by all applicable laws and/or regulations, and as follows in PCHA's Trespassing Policy;

Panama City Housing Authority's Trespassing Policy:

1. The City's police officers are hereby authorized to issue trespass warnings to individuals who are non-residents of PCHA and who are present on PCHA's property or the unenclosed cartilage to PCHA property (as defined in Florida Statute 810.09(1) (b), which means "any outbuildings", that are directly and intimately adjacent to and connected with the dwelling and necessary, convenient, and habitually used in connection with that dwelling." If:

- a. such individual is unable to establish, after inquiry, that such individual is on the property pursuant to the permission of an employee, agent, or resident of PCHA; or
- b. if the police officer determines that such individual is acting in violation of PCHA rules and regulations; or
- c. if the police officer determines that such individual is engaging in criminal activity or poses a reasonable threat to engage in criminal activity based on police knowledge of such individual's criminal history.

2. Panama City Housing Authority property staff will provide the Community Resource Team with an updated Resident List on the first of each month. Officers will be expected to review the list and be reasonably familiar with the names of the residents of PCHA. Officers will check the Residency List when a question of residency exists for the purpose of issuing a Trespass Warning.

3. PCHA employees are hereby authorized to issue towing notices to be affixed to the vehicles on PCHA property which are either unlicensed or inoperable. Upon affixing such towing notice, the PCHA employee shall notify the PCHA office of the presence of the vehicle



and the issuance of the towing notice such that PCHA can issue the companion notice of lease violation to the responsible tenant.

B. PCHA reserves the right, to be exercised by its employees and authorized agents, to exclude non-residents, including but not limited to guests (as defined herein) or other person under Resident's control who (i) conduct themselves in a manner to disturb the residents' peaceful enjoyment of their accommodations, community facilities or other areas of PCHA's property; (ii) engage in illegal or other activity which would interfere with the health, safety or peaceful enjoyment of PCHA's property by other residents of PCHA, PCHA's employees, representatives, contractors, agents, and/or law enforcement officials; (iii) engage in any criminal activity, that threatens the health, safety or peaceful enjoyment of PCHA's property by other residents of PCHA, PCHA's employees, representatives, contractors, agents, and/or law enforcement officials; (iv) engage in any type of activity, that threatens the health, safety or peaceful enjoyment of PCHA's property by other residents of PCHA, PCHA's employees, representatives, contractors, agents, and/or law enforcement officials; (v) engage in drug-related criminal activity (as defined herein) on or off PCHA's property; (vi) engage in destroying, defacing, damaging or removing PCHA's equipment, vehicles and/or any part of the Dwellings, buildings, facilities, or other areas of PCHA's property; (vii) engage in the illegal use or illegal possession of firearms and/or other offensive weapons, as defined by the laws and courts of the State of Florida, anywhere on PCHA's property; (viii) intentionally violate necessary rules, regulations, policies and/or procedures set forth by PCHA for the benefit and well being of PCHA's residents, employees, representatives, contractors, agents, and property, and law enforcement officials in effect at the time this Agreement is entered into and hereafter promulgated by PCHA, of which such non-residents have been made aware of or should be aware of; and/or (ix) violate any local, State and/or Federal laws. PCHA shall exercise this right to the extent allowable by all applicable laws and/or regulations.

25. NOTICE PROCEDURES

A. Except as may be provided to the contrary herein, notice to Resident shall be in writing and either delivered to Resident or an adult member of Resident's household, posted on the Resident's unit, or sent by prepaid first class mail properly addressed to Resident. Pursuant to Chapter 83, Part II, Florida Statutes, as may be amended, Resident shall be permitted to specify in writing any other address, if different from the address of Resident's dwelling, to which notice should be sent. If not otherwise specified, notice sent to Resident's present dwelling shall be sufficient.

B. Except as may be provided to the contrary herein, notice to PCHA shall be in writing and either delivered or mailed prepaid first class to the Central Office of PCHA (as defined herein), or delivered to the Property Office of Resident's complex.

C. Resident agrees that in the absence of a forwarding address being submitted to PCHA in writing, Resident's address indicated above shall serve as Resident's last known address for purposes of the laws of the State of Florida and/or Federal law.

D. All notices to residents of PCHA who are visually impaired shall be made in an accessible format.

E. Notices mailed prepaid first class shall be deemed delivered on the 5th calendar day after posting the mail with the U.S. Postal Service, unless otherwise provided by any applicable laws of the State of Florida and/or Federal law.

26. POSTED NOTICES

All policies, procedures, rules, regulations and/or schedules for special charges for services, rents, repairs or utilities, which are required to be posted, shall be publicly posted in a conspicuous manner, in the Property Office of Resident's complex, or if there is not a Property Office, the Central Office of PCHA, and shall be furnished to applicants and resident of PCHA upon request. Such policies, procedures, rules, regulations and/or schedules may be modified by PCHA by giving thirty (30) days written notice to each affected Resident, setting forth the proposed modification, the reasons therefore and providing Resident the opportunity to present written comments to PCHA prior to the effective date of the proposed modifications. Such notices shall be posted pursuant to applicable laws and/or Federal regulations in effect at that time.

27. TERMINATION OF AGREEMENT

A. This Agreement may be terminated by Resident at any time by giving thirty (30) days written notice to PCHA as provided in Section 25 (B) above. If Resident fails to give PCHA thirty (30) days written notice, PCHA shall charge Resident for or assess against Resident's security deposit thirty (30) days of rent from the date PCHA discovers the Dwelling has been vacated, unless in PCHA 's sole discretion, it is determined that conditions existed which prevented Resident from providing this notice.

B. PCHA shall give written notice of lease termination to Resident as follows:

- (i) Fourteen (14) days if said termination is caused by Resident's failure to pay rent;
- (ii) Seven (7) days when the health or safety of other residents of PCHA, PCHA's employees, persons residing in the immediate vicinity of the Dwelling, representatives, contractors, agents, law enforcement officials and/or the public is threatened, or when drug-related criminal activity (as defined herein) or violent criminal activity or any felony conviction is involved; and
- (iii) Thirty (30) days in any other case, except that if a State or local law allows a shorter notice period, such shorter period shall apply.

C. Notice of termination by either party may be given on any day of the month.



D. The notice of lease termination to Resident shall state the specific grounds for the termination or eviction action, the right of Resident to make a reply, and that in the presence of a PCHA employee, PCHA shall provide a reasonable opportunity for Resident, upon Resident's request and before a grievance hearing or court trial concerning a termination of tenancy or eviction action, to examine PCHA documents in PCHA's possession directly relevant to the termination of tenancy or eviction action. Resident shall be allowed to photocopy any such documents at Resident's expense.

E. When PCHA is required to afford Resident the opportunity for a grievance hearing, the notice shall additionally inform Resident of Resident's right to request a hearing in accordance with PCHA's grievance procedure. The tenancy shall not terminate until the time for Resident to request a grievance hearing has expired, and if a hearing was timely requested by Resident, the grievance process has been completed.

F. When PCHA is not required to afford Resident the opportunity for a grievance hearing, the notice shall additionally state that:

- (i) Resident is not entitled to a grievance hearing on the termination or eviction action;
- (ii) The judicial eviction process required by Chapter 83, Part II, Florida Statutes, as may be amended, provides an opportunity for a hearing in court that contains the basic elements of due process as defined by HUD regulations; and
- (iii) Whether the eviction action is for any criminal activity which threatens the health, safety or peaceful enjoyment of PCHA's property by other residents, PCHA's employees, persons residing in the immediate vicinity of the Dwelling, representatives, contractors, agents, law enforcement officials and/or the public; for any type of activity which threatens the health, safety or peaceful enjoyment of PCHA's property by other residents, PCHA's employees, persons residing in the immediate vicinity of the Dwelling, representatives, contractors, agents, law enforcement officials and/or the public; or for drug-related criminal activity (as defined herein) or violent criminal activity or any felony conviction on or off PCHA's property, by Resident, members of Resident's household or guests (as defined herein).

G. PCHA considers any criminal activity which threatens the health, safety or peaceful enjoyment of PCHA 's property by other residents, PCHA's employees, persons residing in the immediate vicinity of the Dwelling, representatives, contractors, agents, law enforcement officials and/or the public; any type of activity which threatens the health, safety or peaceful enjoyment of PCHA's property by other residents, PCHA's employees, persons residing in the immediate vicinity of the Dwelling, representatives, contractors, agents, law enforcement officials and/or the public; or drug-related criminal activity (as defined herein) or violent criminal activity or any felony conviction on or off PCHA's property, by Resident, members of Resident's household or guests (as defined herein), as a serious violation of the material terms of this Agreement. PCHA has adopted a "One Strike" or "Zero Tolerance" policy with respect to these types of serious violations of this Agreement as required by Federal law and/or regulation. Eviction proceedings which result from these types of serious violations of this Agreement are civil in nature, not criminal, and arrest and/or conviction, for persons accused of these types of serious violations of this Agreement are not necessary as conditions to seek eviction. Any applicable State laws to the contrary, whether current or promulgated in the future, are preempted by applicable Federal law and/or regulation. Resident agrees that any drug-related criminal activity (as defined herein) or violent criminal activity or any criminal conviction on or off PCHA's property, by Resident, members of Resident's household or guests (as defined herein), interferes with the health, safety and peaceful enjoyment of PCHA's property, is not conducive to maintaining PCHA in a decent, safe, sanitary and crime-free environment and creates a threat to the health and safety of other residents, PCHA's employees, persons residing in the immediate vicinity of the Dwelling, representatives, contractors, agents, law enforcement officials and/or the public.

H. In deciding to evict for the above referenced proscribed activity, PCHA shall have the discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of household members, and the effects that the eviction would have both on household members not involved in the proscribed activity and on other residents of PCHA. In appropriate cases, PCHA may permit continued occupancy by remaining household members and may impose a condition that household members who engaged in the proscribed activity will not reside in nor visit the Dwelling. PCHA may require a household member who has engaged in the illegal use of drugs to present credible evidence, as determined by PCHA, of successful completion of a treatment program as a condition to being allowed to reside in the Dwelling.

I. A notice of lease termination to Resident shall run concurrent with and serve as a Notice to Vacate or Quit as required by Chapter 83, Part II, and Florida Statutes, as may be amended. The notice shall be in writing, and specify that if Resident fails to vacate or quit the Dwelling within the period specified, appropriate action shall be brought against Resident, and Resident may be required to pay the costs of court and attorney fees.

J. Upon the death of a Resident, or if more than one resident the deaths of the all the members of Resident's household, either PCHA or the court appointed personal representative of Resident's estate may terminate this Agreement upon at least thirty (30) days written notice to the non-terminating party, to be effective on the last day of a calendar month. If the appropriate notice is not given as outlined herein, the Resident's estate shall be liable for the rent to the end of the notice period or until the date the Dwelling is re-rented, whichever date occurs first. The termination of this Agreement pursuant to this section shall not relieve Resident's estate from liability for either payment of rent or other amounts owed prior to or during the notice period, or for the payment of amounts necessary to restore the Dwelling to the condition that it was in at the beginning of this Agreement, normal wear and tear excepted.

K. If during the term of this Agreement or any renewals thereof PCHA obtains information or records that indicate that Resident or a member of Resident's household is subject to a lifetime registration requirement under a State sex offender registration program, PCHA shall consider such requirement to be a serious violation of the material terms of this Agreement, and grounds for termination of this



Agreement. Resident has the right to request a grievance hearing concerning the accuracy of the registration requirement in accordance with PCHA's grievance procedure.

L. If during the term of this Agreement or any renewals thereof PCHA obtains information or records that indicate that Resident or a member of Resident's household is illegally using a controlled substance, or whose illegal use (or pattern of illegal use) of a controlled substance, or whose abuse of alcohol is determined by PCHA to interfere with the health, safety or peaceful enjoyment of PCHA's property by other residents, PCHA's employees, persons residing in the immediate vicinity of the Dwelling, representatives, contractors, agents, law enforcement officials and/or the public, PCHA shall consider such requirement to be a serious violation of the material terms of this Agreement, and grounds for termination of this Agreement. In determining whether to terminate this Agreement, PCHA may consider whether Resident or the household member has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer involved in the illegal use of a controlled substance or abuse of alcohol (as applicable), or has otherwise been successfully rehabilitated and is no longer involved in the illegal use of a controlled substance or abuse of alcohol (as applicable), or is participating in a supervised drug or alcohol rehabilitation program (as applicable) and is no longer involved in the illegal use of a controlled substance or abuse of alcohol (as applicable).

M. PCHA may evict Resident from the Dwelling only by bringing a court action in accordance with Chapter 83, Part II, and Florida Statutes, as may be amended.

N. PCHA may refuse to renew or terminate this Agreement in accordance with the terms of this Agreement and Chapter 83, Part II, Florida Statutes, as maybe amended, only where serious or repeated violation of material terms of this Agreement may occur, or for other good cause. In the event the violation is curable by Resident, written notice by PCHA shall be given to Resident to cure the violation within seven (7) days of the date of the notice. Any subsequent violation of a similar nature may result in termination of this Agreement.

O. Upon termination of this Agreement, Resident agrees that the Dwelling shall not be considered "vacated" for rental charge purposes only, until such time as the Dwelling has been cleaned and the keys are returned by Resident.

P. For the purposes of any bankruptcy proceeding regarding this Agreement only, Resident agrees that this Agreement shall be considered terminated upon the expiration of any termination notice as referenced herein received by Resident, without the requirement, if applicable, for Resident to have been dispossessed of the physical occupancy of the premises, regardless of whether that possession is lawful or unlawful.

Q. Resident agrees that if evicted, or if Resident vacates the Dwelling, PCHA shall be entitled to rent the Dwelling for the remaining term, or subsequent renewal of this Agreement. Resident also agrees that upon eviction or abandonment, PCHA at its option, May re-rent the Dwelling for Resident's account, and to hold Resident liable for any rent deficiency caused by Resident's eviction or abandonment.

28. GRIEVANCE/APPEAL PROCEDURE

All grievances, disputes and appeals arising under this Agreement, including but not limited to the obligations of Resident or PCHA, as approved or established by HUD, shall be resolved in accordance with PCHA's grievance procedure, as approved or established by HUD, in effect at that time, posted in the Property Office of Resident's community, or if there is not a Property Office, the Central Office of PCHA. Such grievance procedure is incorporated herein, either by attachment or reference. PCHA reserves the right to exclude the grievance procedure under circumstances outlined in this Agreement and applicable provisions of Federal laws and regulations.

29. WAIVER

PCHA's failure to insist in any one or more instances upon the strict observance of the terms and conditions of this Agreement shall not be construed to be a waiver of PCHA's right thereafter to enforce the terms and conditions of this Agreement. PCHA shall not waive its rights to enforce the terms and conditions of this Agreement unless it does so in writing, signed by a duly authorized agent of PCHA.

30. APPROVALS, CONSENTS AND DISCRETION OF PCHA

If the approval, consent or discretion of PCHA is required by any term of this Agreement, such approval, consent or discretion shall not be unreasonably withheld or exercised by PCHA.

31. RETURNED CHECKS

Whenever a check issued to PCHA by Resident or on behalf of Resident to satisfy indebtedness to PCHA, is returned for any reason unpaid, the returned check charge in effect at that time shall be assessed against Resident by PCHA. PCHA will not accept a check issued by Resident or on behalf of Resident once a check has been returned unpaid.

32. DISCRIMINATION PROHIBITED

PCHA shall not illegally discriminate based upon race, color, religion, creed, national origin, sex, age, handicap, membership in a class, such as unmarried mothers or recipients of public assistance, or because there are children in the family.

33. PENALTIES FOR SUBMITTING FALSE INFORMATION

If Resident deliberately submits false information regarding income, family composition or other data on which Resident's eligibility or rent



is determined, Resident may, with HUD approval, become subject to penalties available under Federal law. Additionally, Resident may be subject to civil action by PCHA for fraud and any damages which may be awarded by a Court in relation thereto.

34. MISCELLANEOUS

A. This Agreement and its attachments, together with any future supplements, amendments, exhibits and/or addendums, make up the entire agreement between PCHA and Resident regarding the Dwelling and other areas of PCHA's property.

B. If any court of competent jurisdiction declares a particular provision of this Agreement to be invalid or illegal, all other terms of this Agreement shall remain in full force and effect and both PCHA and Resident shall continue to be bound by them.

C. Except as provided herein to the contrary, this Agreement may only be changed or modified in writing, signed and dated by all parties hereto. However, any changes promulgated by City, State or Federal government or agency, whether law, regulation or guideline, which affect the terms and conditions of this Agreement shall be included by reference and become effective after written notification to residents.

D. It is hereby understood and agreed between Resident and PCHA that PCHA reserves all rights and remedies to terminate this Agreement and/or to make any claim for rent due or other charges, or other lease violations arising under any prior lease with Resident for this dwelling and/or other dwelling leased by PCHA, and that such claims may be endorsed as if arising under this Agreement.

E. The rights and remedies created in this Agreement, or created by law are cumulative. The use of one remedy shall not exclude or waive the right to pursue another.

F. This Agreement shall be jointly and severally binding upon the parties hereto, their respective heirs, executors, administrators, successors, or assigns.

35. DEFINITIONS OF CERTAIN TERMS USED IN THE DWELLING LEASE AGREEMENT

The terms listed below shall have the following meanings in the Dwelling Lease Agreement:

A. **"Central Office of PCHA"** shall mean the administrative office of the Panama City Housing Authority, located at 2315 Ruth Hentz Avenue, Panama City, Florida 32405.

B. **"Criminal activity"** shall mean any activity involving crimes of physical violence, regardless of whether considered a felony or a misdemeanor pursuant to the laws of the State of Florida, and/or other criminal acts, regardless of whether considered a felony or a misdemeanor pursuant to the laws of the State of Florida, which would adversely affect the health, safety, or peaceful enjoyment of PCHA's property by other residents, employees, representatives, contractors, agents and/or law enforcement officials.

C. **"Drug-related criminal activity"** shall mean the illegal manufacture, sale, distribution, use, possession; and/or possession with intent to manufacture, sell, distribute, or use a controlled substance {as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802)}; and, for the purposes of this Agreement, alcohol abuse which the housing authority has determined interferes with the health, safety or peaceful enjoyment of PCHA's property by other residents of PCHA, PCHA's employees, representatives, contractors, agents, and/or law enforcement officials.

D. **"Emergency"** shall mean situations in which life, safety, health or property are imminently in danger of loss or serious harm.

E. **"Flat Rent"** shall mean PCHA's determination of the amount of rent based upon the market value of the dwelling.

F. **"Guest"** shall mean a person in the dwelling or on PCHA's property with the implied and/or expressed consent of a household member.

G. **"HUD"** shall mean the United States Department of Housing and Urban Development.

H. **"Income Based Rent"** shall mean the Resident's rent that is based on the Resident's household income and PCHA policy.

I. **"Live-in-aide"** shall mean a person who: (i) resides with an elderly, disabled or handicapped person; (ii) is determined to be essential to the care and well-being of the person; (iii) is not obligated for the support of the person; and (iv) would not be living in the dwelling except to provide the necessary supportive services.

J. **"Proposed Adverse Action"** includes, but is not limited to, a proposed lease termination, transfer of Resident to another dwelling, or imposition of charges for maintenance or repair, or for excess consumption of utilities.

K. **"Timely"** shall mean within the number of days specified in any correspondence or notice to Resident requesting information,



or requesting *Resident's* contact with *PCHA*, from the date of the receipt of the correspondence or notice. If the last day falls on a Saturday, Sunday or a legal holiday, the last day shall be considered the end of the next successive business day. If no number of days is specified in the correspondence or notice, *Resident* agrees to complete all required documents and/or supply all requested information within ten (10) days of the date of the receipt of the correspondence or notice. If the tenth (10th) day falls on a Saturday, Sunday or a legal holiday, the tenth (10th) day shall be considered the end of the next successive business day.

- L. **"Utilities"** shall mean those household related services which are provided by the City of Panama City, Panama City County or those entities that are generally authorized by the City of Panama City, County of Panama City or *PCHA* to provide water, sewer, garbage, electricity and/or gas services to residents.

RESIDENT CERTIFICATION

I (We) hereby certify that I (We) have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to *PCHA* before the execution of this Dwelling Lease Agreement, or before *PCHA* approval for occupancy of the Dwelling by me (us). All information or documentation submitted by me(us) to *PCHA* in connection with any federal housing assistance program, before and during the lease term, and any subsequent renewals, are true and complete to the best of my(our) knowledge and belief. I (We) further certify that I (We) have received this Dwelling Lease Agreement, and I (We) have read it (or it has been read and explained to me (us)), including all attachments hereto, and I (We) fully understand and agree to it.

RESIDENT(S):

Signature

Date

Signature

Date

Signature

Date

Signature

Date

LANDLORD:

Property Manager / Property Staff

Date



