HOUSING AUTHORITY OF THE COUNTY OF JACKSON, ILLINOIS MURPHYSBORO, ILLINOIS

DWELLING LEASE

ARTICLE I
DESCRIPTION OF PARTIES, PREMISES, CHARGES AND TERMS

1. DATE:	10. REFERENCE #:
2. HEAD OF HOUSEHOLD:	11. SECURITY DEPOSIT: $
3. ADDRESS:	12. PET FEE: $
4. CITY/STATE/ZIP:	13. UTILITIES/SERVICES FURNISHED:
5. NUMBER OF BEDROOMS:	14. UTILITIES/SERVICES FURNISHED BY RESIDENT:
6. PRO RATA RENT: **$**	15. RENT OPTION: ___INCOME BASED ____FLAT RATE
7. ORIGINAL BASE MONTHLY RENT:**$**	16. KEYS ISSUED:
8. TERM TO COMMENCE:	17. PARKING PERMIT ISSUED: ____YES _____NO
9. ANNIVERSARY DATE:	

Residents who will reside in Unit

NAME	RELATION TO HEAD	DATE OF BIRTH	LAST 4 of SOCIAL SECURITY NUMBER

ARTICLE II
COVENANTS AND AGREEMENTS OF THE PARTIES

1. DWELLING LEASE.

In consideration of the mutual agreements and covenants set forth in this Dwelling Lease ("Lease"), the Housing Authority of the County of Jackson ("Management") hereby leases to Resident (as listed in **Article I**, above, hereinafter referred to as "Resident" and is inclusive of all of the "Resident who will reside in Unit" unless prohibited by law or expressly excluded or defined in a section of this Lease.) and Resident hereby leases from Management for a private dwelling in the unit designated in **Article I**, together with fixtures and equipment belonging thereto. Resident has the right to exclusive use and occupancy of the unit for individuals listed on this Lease under **Article I**.

This Lease, together with any future adjustments of rent or dwelling unit, all documents incorporated herein by reference (Rules and Obligations of Occupancy, Admissions and Continued Occupancy Policy, Resident Handbook, Bar Policy, Grievance Procedures and the Community Service Policy) evidences the entire agreement between Management and Resident. Unless otherwise provided herein, changes to this Lease must be written, dated, and signed by Resident and Management. Changes in the regulations that govern this Lease shall be made unless done in accordance with 24 CFR 966 and signed as a lease addendum with the changes.

1.1 Ability to Comply with Lease: If, during the term of this Lease, Resident, by reason of physical or mental impairment is no longer able to comply with the material provisions of this Lease, and cannot make arrangements for someone to aid him/her/them in complying with this Lease, and Management cannot make any reasonable accommodation that would enable Resident to comply with this Lease THEN Management will assist Resident, or designated member(s) of Resident's family, to find more suitable housing and move Resident from the dwelling unit. If there are no family members who can or will take responsibility for moving Resident, Management will work with appropriate agencies to secure suitable housing and will

terminate this Lease. At the time of lease signing, Resident must identify the family member(s) to be contacted if s/he/they become unable to comply with the lease terms.

2. RENEWAL OF TENANCY

The length of this Lease is stated **in Article I, ¶8-9**. After the original term specified in **Article I** herein, the Lease shall be automatically renewed for successive 1-year terms until terminated pursuant to **Article II, Section 12** herein, or if the household is in violation of the Community Service requirement set forth in **Article II, Section 17**. It is the responsibility of the Resident(s) to provide the required information to Management regularly. Management reserves the right to review Resident's status annually at the time of each renewal during and following the annual re-determination, and during any required interim reexaminations.

3. REQUIRED PAYMENTS AND DUE DATES

3.1 Rent: The monthly rent amount is stated in **Article I** of this Lease and shall remain in effect for a 12-month period unless adjusted by Management in accordance with **Article II, Section 6** herein. These amounts shall be determined by Management in compliance with HUD regulations and requirements and in accordance with Management's Admissions and Continued Occupancy Policy ("ACOP") with data provided by Resident and third parties about income, family composition, and needs. The first month's rent may be prorated if Resident's move-in date is after the first day of the month as stated in **Article I**.

Rent is DUE and PAYABLE in advance on the first day of each month. Rent shall be considered delinquent on the 10th day of the month at 11:59 p.m. and Resident shall be assessed a penalty for late rent payments in the amount of $25.00.

When Management makes a change to the rent amount which is regularly due and owing, Management shall provide 30 days' written notice to Resident which shall include the new amount, date which new amount is applicable. The notice shall also provide instructions on how Resident may inquire about the changes and receive a timely response from Management.

For the purposes of this Lease the term "Rent" or "rent" shall also include all "additional charges" as set forth below.

3.2 Additional Charges: In addition to monthly rent, Resident is responsible for the payment of certain other charges specified in this Lease. Management will provide Resident with written notice of the amount of any charges in addition to Resident's rent and when the charge is due. Charges in addition to rent are due no sooner than two weeks after Resident receives written notice from Management of the charge. Such charges may include, but are not limited to:

a. Maintenance Costs: The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Resident or by his/her/their guest(s). When Management determines that needed maintenance is not caused by normal wear and tear, Resident shall be charged for the cost of such services, either in accordance with the Schedule of Maintenance Charges posted by Management or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost Management incurred for the labor and materials needed to complete the work. If overtime is required, overtime rates shall be charged.
b. Late Charges: $25.00 for rent payments made after 11:59 p.m. on the 10th of the month.
c. Unpaid Security Deposits
d. Legal Fees: Legal fees will be applied to the account based on the actual legal fees Management incurred to enforce this Lease.
e. Returned Check Fee: $25.00 will be assessed if the financial institution the check is drawn on does not honor the payment.

Any payment received will be applied to the oldest charges in the resident's account with the exception of debts currently under a payment agreement.

3.3 Payment Methods: Payments may be made in the form of check, credit card, debit card, cashier's check, money order, bank transfer or payment at Management's bank. Checks and cashier checks must include Resident's full name to be processed correctly and timely, and be made payable to "Jackson County Housing Authority". Cash payments are NOT accepted. If Resident's check is returned for insufficient funds, s/he/they shall be required to make all future payments by other means.

3.4 Payment Location: Rent and other charges can be paid at the following locations:

Office and Drop Box Locations

- 300 North 7th Street, Murphysboro, IL 62966
- 1425 Old West Main, Carbondale, IL 62901
- 207 North Marion Street, Carbondale, IL 62901
- 306 Douglas Street, DeSoto, IL 62924

4. SECURITY DEPOSIT

Resident agrees to pay a non-interest-bearing security deposit as stated in **Article I** herein to be used by Management at the time of termination of this lease towards reimbursement of the cost of cleaning and/or repairing any damages beyond normal wear and tear caused by Resident, guest(s), person(s) who were in Resident's control and any charges owed by Resident as of the termination. Payment of the security deposit is to be made as stated in **Article I**. If such deductions are made, Management will give Resident a written statement of any such costs for damages and/or other charges to be deducted from the security deposit with the balance, if any, will be returned to Resident within 30 calendar days of him/her/them vacating the premises. The security deposit may not be used to pay rent or other charges while Resident occupies the dwelling unit.

4.1 Return of Security Deposit: Any remaining balance will be returned to Resident at the forwarding address submitted upon vacating if the following conditions are met:

a. Resident notified Management in writing of his/her/their forwarding address and returned all keys issued to Management.
b. There is no unpaid rent or other charges for which Resident is liable under the lease, which may include rent charges accrued because Resident's failure to provide a written 30 calendar days advance notice of the Resident's intent to vacate;
c. The apartment and all equipment are left clean, all trash and debris have been removed by the family; and
d. There is no breakage or damage to the dwelling unit beyond normal wear and tear.

5. UTILITIES AND APPLIANCES

5.1 Furnished Utilities: Management agrees to supply running water and reasonable amounts of hot water (except where such are under Resident's exclusive control), sewer and trash services. If indicated in **Article I** of this Lease, Management will supply additional utilities to Resident. Where utilities are furnished, Management will not be considered in violation of this Lease for failure to furnish utilities for any reason or any cause beyond its control.

5.2 Resident Utilities: Where Resident furnishes utilities, Resident agrees to furnish sufficient heat to the dwelling unit to prevent the freezing of water pipes and for the health and safety of their household and neighbors. If for any reason Resident is unable to maintain sufficient heat, Resident shall immediately notify Management. Resident will be charged for any damages resulting from Resident's failure to maintain sufficient heat or to notify Management unless the cause is beyond Resident's control. If Resident fails to maintain utilities in the name of an adult household member, Management will forward the appropriate eviction notices to Resident. The responsible household will be charged the costs of damage to the unit, the property, and any damage to the property of neighbors.

5.3 Utility Allowance: A schedule of Utility Allowances will be provided to Resident by Management. Resident must pay the cost of utilities for which a Utility Allowance is provided according to the schedule provided. Residents will be notified of changes in Utility Allowances, which will become part of this Lease upon notification.

5.4 **Appliances**: Management will provide a cooking range and refrigerator. Resident agrees to keep the furnished appliances in good repair and working order. Other major electrical appliances, air conditioning, freezers, extra refrigerators, etc., may be installed and operated only with the written approval of Management. A washer and/or dryer may be installed in units with such hookups without written approval from Management. Resident is responsible for all repairs on his/her/their furnished appliances and shall be responsible for any repair costs they may cause to the unit (e.g. water damage or electrical fire).

6. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY

6.1 Re-Determination: Resident agrees to provide Management, when requested, with accurate information about: household composition, age of household members, income, and source of income of all household members, assets, community service activities, and other required related information necessary to determine eligibility, annual income, exceptional expenses, and rent for all household members, and whether dwelling size is still appropriate for Resident's needs. This determination will be made in accordance with the approved Rent Schedule, Admissions and Continued Occupancy Policy (hereinafter referred to as "ACOP"), Statement of Income and Occupancy Limits available in the Management Office and in accordance with 24 CFR Part 966. Failure to provide such information when requested is a serious violation of the terms of this Lease and will be grounds for eviction.

6.2 Notification of Reexamination: At least 120 days before the reexamination due date, Management will notify Resident via USPS mail of the household's scheduled interview appointment for all adult household member and requested paperwork. If Resident does not keep the scheduled appointment nor promptly submits all necessary information, Resident will be given 10 business days from the date of written notification to comply with the re-examination requirements. Refusal by Resident or any adult household member to participate in the interview or to provide information required by Management, will be grounds to evict the entire household. If Resident fails to complete redetermination of rent 30 days prior to lease expiration, Management will forward the appropriate eviction notices to Resident.

At least 30 days prior to expiration of the 12-month period, Management must verify Resident's compliance with the Community Service and Self Sufficiency Requirement as outlined in **Article II, Section 17** of this Lease. Resident's failure to comply will result in non-renewal of his/her/their lease. In this event, Resident may request a Grievance Hearing in accordance with Management's ACOP, Chapter 14.

6.3 Interim Reexaminations: Resident must report all changes in household composition in writing on the Interim Change Form within 10 business days of the change. Management will conduct an interim re-examination in accordance with Management's ACOP if the household's TTP changes as a result of the following reported changes:

a. All new sources of income (including returning to a previous employer, or resumption of benefits or other income).
b. Increases in family non-wage income from an existing source.
c. Increase in household income for families who declared zero income at their most recent reexamination.
d. Families who have been exempt from minimum rent, any increase in income.
e. Non-required change reported that may result in a decrease in the TTP.

6.4 Rent Adjustments. Rent as fixed in **Article I**, hereof or as adjusted pursuant to this **Article II**, **Section 6**, will remain in effect for the period between regular rent redeterminations UNLESS during such period:

a. Resident can show a change in circumstances (such as a decline in income) which would justify a reduction in rent pursuant to the Rent Schedule or such other circumstances that would create a hardship situation.
b. Any change of income experienced by Resident shall be reported in writing on the Interim Change Form within 10 days of its occurrence with proper written verification from income source.
c. Rent formulas or procedures are changed by Federal law or regulations.

6.5 Third-Party Verifications: All information must be verified. Resident agrees to comply with Management's requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification

6.6 Misrepresentation: If it is found that Resident misrepresented the facts upon which the rent is based so that the rent Resident is paying is less that the rent s/he should have been charged, Management may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

6.7 Rent Formula: Rent formulas and procedures are governed by Federal law or regulation, or by Management's ACOP.

6.8 Results of Reexaminations:

a. Management will mail a "Notice of Rent Adjustment" to Resident, when rent changes occur.
b. In the case of rent increases, the adjustment will become effective on the first day of the month following 30 days' notice to Resident.

c. In the case of rent decreases, the adjustment will become effective the first day of the following month.
d. In the case of rent changes due to annual redetermination, the adjustment will become effective the first day of the second month following the annual redetermination, unless the rent increases result from a finding of intentional misrepresentation under **Article II, Section 6.4** above.
e. If adding a person to a household (other than by birth, adoption, or court awarded custody) requires a transfer to a larger size unit, (under the transfer policy in Chapter 12 of Management's ACOP), Management will approve the addition only if the family can demonstrate that there are medical needs or other extenuating circumstances, including reasonable accommodation, that should be considered by Management. Exceptions may be made on a case-by-case basis at the sole discretion of Management.

7. OCCUPANCY OF DWELLING UNIT

Resident is required to comply with the rules and obligations of occupancy in force at the time of execution and throughout the duration of this Lease. Resident acknowledges receipt of the current rules and obligations of occupancy and agrees to comply with the same. Management shall notify Resident of changes to such rules as outlined in this Lease.

7.1 Occupancy: Resident shall have the right to exclusive use and occupancy of the leased premises. Resident agrees not to assign this Lease nor to sublet or transfer possession of the premises nor give accommodation to boarders or lodgers. Resident further agrees not to use or permit the use of the dwelling unit for any other purpose than as a private dwelling unit solely for Resident. Resident further agrees that Resident's family and/or household members will be those listed on Resident's Application for Housing or Application for Continued Occupancy and under **Article I** hereof. This provision does not exclude reasonable accommodation requests of Resident's guest(s).

7.2 Absences: Resident shall notify Management when ALL household members will be absent from the unit for over 15 consecutive days. Absences from the dwelling unit for more than 30 consecutive days will be treated as an abandonment of the unit unless a prior written agreement between Management and Resident has been made. Resident agrees to furnish Management with an address and telephone number where Resident can be reached during an absence beyond 30 consecutive days. Resident is considered to have abandoned the unit if rent is unpaid, or personal belongings are removed or left behind in a way that shows intent not to return. JCHA will make an attempt to contact resident and their family by providing a Notice of Belief of Abandonment to the resident's last known address and post it on the unit door. If the Resident exceeds the limit for approved absence, Management will take appropriate legal action, including lease termination and eviction, if necessary.

After Resident has been deemed to have abandoned the dwelling unit, Management may secure the dwelling unit and Resident shall be deemed to have abandoned any personal property remaining in the dwelling unit. Management may remove any personal property from the dwelling unit and dispose of it after 30 calendar days has passed. Nothing in this section shall affect any other remedies provided to Management under this Lease.

Exceptions will be made in instances where Resident is a victim of domestic violence, sexual assault/violence, dating violence, stalking, or sex trafficking. To the extent that circumstances allow, Residents shall notify Management, secure the unit, and provide a means for Management to contact Resident in an emergency. Residents who cannot provide proper notification due to long-term hospital admittance or a stay in a rehabilitative center may be eligible for a reasonable accommodation.

7.2 Changes to Household: Resident is required to report, in writing, any additions or removals of household members within 10 business days of the change, including the death of a household member, or the natural birth, legal adoption or court awarded custody of a child. Resident must seek advance written approval from Management to add household members to this Lease such as live-in aides and foster children/foster adults, but excluding the natural birth, legal adoption or court awarded custody of a child. Such approval will be granted only if the new household member passes Management's screening criteria and a unit of the appropriate size is available. Management has the right to deny admission to any person found to be ineligible. Resident agrees to wait for Management's approval before allowing additional persons to move into the premises. Resident must provide documentation as required by Management when reporting a change of household members.

Resident must notify Management within 10 business days of the death or departure of the Head of Household listed on this Lease in **Article I.** The remaining household members may remain in the unit if there is a household member who is qualified to sign a new lease as the new Head of Household, the new lease must be signed within 30 days of approval of the new Head of Household from Management, and the household is not in violation of this Lease and under eviction proceedings.

7.3 Guest(s): Guest(s) and person(s) who Resident has control may remain in the interior of Resident's unit after 11:00 p.m. unless a disturbance or other criminal action calls attention to Resident's unit. All guests shall leave Management's property by 11:00 p.m. Any guests and person(s) who Resident has control will be asked to leave prior to any action being taken. Unauthorized persons who have received repeated warnings to leave the premises may be subject to arrest or to having legal actions taken against them.

Resident is allowed to have guests stay overnight in the unit for up to 14 consecutive days or a total of 30 cumulative days during a 12-month period. That total time can be longer in the case of a household member requiring care because of illness or injury, as certified by a doctor. Resident must request in advance written permission from Management for any guest(s) to stay in the unit more than 14 consecutive days. Permission will be granted in accordance with Management's ACOP. Violations of this **Article II, Section 7** may be considered a lease violation which may result in an eviction.

If Resident knowingly allows any individual(s) to enter his/her/their unit while s/he/they is being pursued (in hot pursuit) by law enforcement officials s/he/they will be seen as obstructing justice, in violation of the law, and in violation of the Code of Federal Regulations Part 966 regarding criminal activity.

Any violation of Resident's obligations listed in this section is grounds for eviction.

8. PET OWNERSHIP-ASSISTANCE ANIMALS

Pets and assistant/service animals are permitted in the dwelling units with prior written approval in accordance with Management's ACOP, Chapter 10 Pet Policy, and this Lease. Failure to comply with the requirements of this Lease may be the cause for termination of tenancy.

8.1 Pets: Only 1 cat or 1 dog is allowed in the unit. In addition to 1 cat or 1 dog, Resident may have an aquarium no larger than ten (10) gallons, or a pair of birds, gerbils, hamsters, rabbits, or guinea pigs. Adult animals are limited to 25 pounds in weight.

8.2 Pet Fee: Resident must pay a non-refundable pet fee of $10.00 per month. The pet fee of $10.00 will be billed on a monthly basis, and payment is due on the first of the month. Charges for the non-refundable pet fee are not part of the rent payment.

8.3 Assistant/Service Animals: Prior written approval and verification of the need for an assistance animal from a knowledgeable professional and confirmation by Management is required before bringing an assistance animal on the property. Once approved, a Resident with disabilities will be exempt from the pet fee. The assistance animal is not subject to the size and weight limitations of pets. However, Residents with disabilities who have an assistance animal are required to comply with all other parts of Management's ACOP Chapter 10 Pet Policy, and this Lease and will be responsible for all actions caused by the assistance animal.

8.4 Animal Records: Resident must provide proof that his/her cat, dog, or assistance/service animal has its currents rabies inoculations and is spayed/neutered or a letter from a veterinarian giving a medical reason why the procedure cannot be performed for each reexamination. For dogs, Resident must provide proof of a current license and verification of the dog's breed. Cats and dogs must wear a current rabies tag and an identification tag specifying Resident's name, address, and telephone number at all times.

8.5 Prohibited Animals: Breeds of canines used for attack or defense purposes including ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites or lacerations. Any animals normally found in the wild (raccoons, skunks, squirrels, etc.) and also pigeons, chickens, ducks, and birds of prey (hawk, falcons, etc.) and domestic farm animals.

8.6 Pet/Assistant/Service Animal Expectations: Resident is responsible for proper disposal of fecal waste in a manner that will not damage or deface the unit or premises. Failure of Resident to remove and dispose of waste will incur a charge per occurrence. Pets are not permitted in common areas. Lobby areas are available to pets for entering and exiting the property only. Assistance animals for qualified persons with disabilities are exempt from this restriction.

Resident must be able to care for his/her pet/assistant/service animal, keep it and the unit in a safe and healthy condition, and be responsible for any damage beyond reasonable wear and tear caused by pets/assistance/service animals. Such damage may include, and is not limited to, fumigation of the unit and cost of repairs and replacement to the unit. Resident must meet these requirements on his/her own or as part of a reasonable accommodation request, with assistance from some source other than Management. It is a material violation of the lease for Resident to neglect, abuse or abandon his/her pet/assistant/service animal. Continued violations of these requirements are lease violations which may result in termination of tenancy.

9. HOUSING TRANSFERS

9.1 Management Transfers: Management has the authority to relocate Resident and/or their household members to another unit in the same or different development pursuant to Management's ACOP, Chapter 12 Transfer Policy. Management may revise the transfer categories to create and implement special programs and/or incentives for the benefit of Resident. Management may have an emergency or mandatory need to transfer Resident to a different dwelling unit, at Management's expense. Resident agrees that if Management determines that the size or design of the dwelling unit is no longer appropriate to Resident's needs, Management shall send Resident written notice. Resident agrees to accept a new lease for a different dwelling unit of the appropriate size and design. Management may move Resident in another unit if it is determined necessary to rehabilitate or demolish Residents unit.

Resident shall be given a transfer notice, and that notice shall include the time frame in which Resident is required to complete move. Resident refuses to move, Management may terminate the Lease. Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed.

9.2 Resident Transfers: Resident may request a transfer to another dwelling unit owned and operated by Management. Resident is solely responsible for all costs associated with Resident-Initiated transfers. If Resident refuses Management's offer of another dwelling unit with or without good cause, s/he will be removed from the transfer waitlist after written notification from Management. Resident will not be eligible to apply for a new transfer for a period of 12-months from the date of the written notification. Failure to maintain lease compliancy will result in denial of the transfer and may be cause for lease termination.

If Resident makes a written request for special unit features in support of a documented disability, Management shall modify Resident's existing unit. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, Management may transfer Resident to another unit with the features requested at Management's expense.

A Resident without disabilities that is housed in a unit with special features must transfer to a unit without such features should a resident with disabilities need the unit

9.3 VAWA Transfers: Resident may request an emergency transfer and must submit an emergency transfer request form (HUD-5383) (Exhibit 16-4 of the ACOP), although, JCHA may waive this requirement in order to expedite the transfer process.

JCHA will immediately process requests for transfers due to domestic violence, dating violence, sexual assault, sex trafficking, or stalking. JCHA will allow Resident to make an internal emergency transfer under VAWA when a safe unit is immediately available. JCHA defines *immediately available* as a vacant unit, which is ready for move-in within a reasonable period of time, not to exceed **15 days**. If an internal transfer to a safe unit is not immediately available, JCHA will assist Resident in seeking an external emergency transfer either within or outside JCHA's programs.

10. DAMAGE AND REPAIR, CONDUCT, AND OBLIGATIONS

10.1 Resident Obligations: Residents shall use reasonable care to keep the dwelling unit in a clean and sanitary condition so as to prevent health or sanitation problems from arising. Resident shall notify Management promptly of known needed repairs to the dwelling unit, and of known unsafe conditions in common areas and grounds of the development which may lead to damage or injury. Residents agree to keep the dwelling unit free from health hazards in accordance with requirements of local housing codes, health, and fire regulations. Resident further agrees to conduct himself/herself in a manner which will not disturb the neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe, and sanitary condition, and to refrain from illegal or other unacceptable conduct which impairs the physical or social environment of the development. Resident is responsible for the actions of his/her guests while their guests are on Management property.

10.2 Repair Notification: Resident is obligated to immediately report to Management any accident or damage to any property belonging to Management. This includes water pipes, water leaks, toilets, drains, plumbing fixtures, gas lines, meters, appliances, equipment, wires, electrical fixtures, doors, windows, walls, cabinets, and any and all other property belonging to Management. Failure to report such incidents or damage that results in additional damage to the dwelling unit may result in the Resident being charged for necessary repairs. Resident agrees to allow Management access to his/her leased dwelling unit to perform maintenance repairs and tasks, whether repairs are preventative, requested by Resident, for inspection, or in an emergency situation.

Except for normal wear and tear, Resident agrees to pay reasonable charges for repair of damage to the leased premises or development caused by Resident, household members, guests and/or visitors.

10.3 Seasonal Maintenance: Resident agrees to provide or perform seasonal maintenance or other maintenance tasks as specified by Management. Residents agree to keep all sidewalks, lawns, shrubbery, and ground trash free and in a clean, safe and sanitary condition. Resident's failure to perform specified tasks will result in charges for time spent by Management to perform the tasks, as outlined in **Article III, Section 3.2** of this Lease. Resident shall be responsible for battery replacement in all smoke, fire or carbon monoxide devices present on premises every six months. NOTE: Seasonal maintenance does not apply to Senior Citizens or to people with disabilities who are unable to perform such tasks.

10.4 Management Obligations: Management shall maintain the buildings, common areas and grounds of the development in a decent, safe, and sanitary condition in conformity with the requirements of local housing codes and applicable regulations or guidelines of the U.S. Department of Housing and Urban Development. Management shall maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances, supplied or required to be supplied by Management and shall provide and maintain appropriate receptacles and facilities. Management shall make all necessary repairs, alterations, and improvements to Resident's dwelling unit with reasonable promptness at its own expense, except as otherwise provided in this section.

If repairs of defects hazardous to life, health and safety are not made, or temporary alternative accommodations offered to Resident within ninety-six (96) hours of Resident reporting the same to Management, and it was within Management's ability to correct the defect or obtain correction thereof, then Resident's rent shall abate during the entire period of the existence of such defect while Resident is residing in the unrepaired dwelling. Rent shall not abate if Resident rejects reasonable alternative temporary accommodations. All reports of "hazardous conditions" must be verified by a city health, fire or building officer or by Management's representative.

Management has the right to access Resident's leased dwelling unit during working hours (7:30 a.m. – 4:00 p.m.) to perform required preventative maintenance tasks with reasonable notification to Resident as to when these tasks will be completed. When a repair request is made by Resident, Management may enter his/her dwelling unit during working hours without advance written notice. If Resident and all adult members of the household are absent from the dwelling unit at the time of entry, Management shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit

Management shall have the right to enter Resident's dwelling unit without prior notice to Resident if Management reasonably believes that an emergency exists which requires such entrance. Management will promptly notify Resident in writing of the date, time, and purpose of such entry, and of the emergency which necessitated such entry.

11. INSPECTIONS

Resident agrees that the duly authorized agent, employee, or contractor of Management will be permitted to enter the Resident's dwelling during reasonable hours (8:00 a.m. to 8:00 p.m.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, allowing HUD to inspect the unit for the purposes of HUD NSPIRE assessments, or showing the unit for leasing.

11.1 Before Occupancy: Management shall inspect the dwelling unit before Resident occupies the unit. When Resident begins occupancy, Resident will be given an inspection form to note the condition of unit and request needed repairs noted then return to Management within one (1) week of leasing.

11.2 Annual: Units will be inspected at a minimum once a year. Resident agrees to keep the dwelling unit in such a condition as defined by the housekeeping policy of Management, which is incorporated herein by reference. Management has the right to make frequent inspections if warranted. At the conclusion of each inspection, Management will file a copy of the inspection results in Resident's file.

11.3 Move-Out: Management will inspect the unit immediately after Resident moves out. Resident is encouraged to participate in this move-out inspection. Resident must contact Management before moving out to schedule a joint inspection. A written statement of the unit condition and provided appliances at the time of move-out will be signed by Resident, if present, and Management. A statement of any necessary charges for resident-caused damage(s) or extra cleaning of the unit and/or appliances will be furnished to Resident and deducted from his/her security deposit if payment for such charges is not made to Management within 30 calendar days of move-out.

11.4 Emergency: Management shall have the right to enter Resident's dwelling unit without prior notice to Resident if Management reasonably believes that an emergency exists which requires such entrance. Management must promptly notify Resident in writing of the date, time, and purpose of such entry, and of the emergency which necessitated such entry. When a repair request is made by Resident, Management may enter during reasonable working hours without advance notice in writing.

11.5 Notice and Records: Management will provide 48-hour notice of any inspection to the Resident for non-emergency inspections. No notice is required for emergency inspections. A copy of each inspection form will be maintained in accordance with Management's record retention policies.

12. NOTICE PROCEDURES

12.1 Notices to Management: Resident must provide notice to Management as required in this Lease and/or Management's ACOP, in written form. All request for grievance hearings must be in writing and addressed to the "JCHA Hearing Officer" and in accordance with Management's Grievance Policy. Notices and requests for grievances may be hand-delivered to Management and/or mailed via USPS to 300 N. 7th Street, Murphysboro, IL 62966. Any required written notice to Management may be in an alternative format as a result of a request for reasonable accommodation by a qualified resident with disabilities.

12.2 Notices to Resident: Except as otherwise provided herein, any notice hereunder will be sufficient if delivered in writing (a) to Resident personally; (b) to an adult member of Resident's household; (c) to any member of the household according to applicable state statute; or (d) properly addressed to Resident via USPS. In the event no one is in possession of the dwelling unit, Management may post the notice in a sealed envelope on Resident's exterior door. All notices will be in an accessible format if Resident is visually impaired.

13. TERMINATION OF THE LEASE

13.1 Termination by Resident: This lease may be terminated by Resident at any time by providing Management with 30 days' written notice in the manner specified in **Article II, Section 12.1** above. Failure to provide Management with a 30-day Notice of Intent to Vacate may result in Resident owing an additional month's rent to Management. Resident is responsible for the final month's rent until the vacate date AND all keys to the unit are returned to Management. Residents agree to leave the dwelling unit in a clean and good condition and return the keys to Management when s/he vacates the unit.

13.2 Termination by Management: Management may terminate or not renew this Lease at any time for serious or repeated violations of material terms of this Lease by providing proper written notice of termination of lease to all adult residents of the household who have executed the Lease, and such notice shall include the reasons for the termination, inform Resident of his/her right to make such a reply, and of Resident's right to request a hearing in accordance with Management's grievance procedure. A criminal conviction is not needed to demonstrate a serious or material or repeated violation of this Lease.

In general, Management will provide 30 calendar days written notice to Resident for failure to makes payments under this Lease and provide a reasonable written notice time commensurate with the urgency of the situation in the event of a threat to health or safety of Resident, other residents of the development or management employees not to exceed 30 calendar days.

Resident is responsible for all actions of his/her/their guests(s) and person(s) within their control while s/he/they are on Management's property. Any and all action taken by Resident's guest(s) or person(s) within his/her/their control shall be considered as if the action was taken directly by Resident. Management has the right to terminate this lease for Resident's failure to control the action(s) of his/her/their guest(s) or person(s) within his/her/their control which violates this Lease in any way.

Management may evict Resident by judicial action for criminal activity in accordance with this Lease, if Management determines that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.

13.2.1 General Reasons for Termination by Management:

Outlined in this section is a list of reasons that Management may terminate this Lease. The list is not exhaustive.

a. Resident fails to fulfill obligations set forth herein.
b. Resident fails to make payments due and owing under this Lease. This includes, but is not limited to, failure to pay rent, late fees, pay reasonable charges for the repair of damages to the dwelling unit or to the development caused by Resident, Resident guest(s), pet(s), or animal(s).
c. Resident fails to control the actions of his/her/their guest(s) and/or person(s) within their control to ensure the terms of this Lease are not violated.
d. After leasing, Management discovers material facts, fraud or misstatements that would have made Resident ineligible for housing during the initial screening process or re-examination.
e. Adult Resident fails to meet community services requirements as outlined in this Lease.
f. Resident possesses, uses, sells, or delivers a firearm which is otherwise prohibited by State Law or Federal Law within or upon Management's property.
g. Resident fails to ensure that household members between the ages of 6-17 years of age living in the household attend school in accordance with the antitruancy statutes of the State of Illinois.
h. Resident fails to accept Management's offer of a lease revision or modification to an existing lease.
i. Resident fails to complete or supply the necessary documentation at his/her scheduled or interim re-examinations.
j. Resident fails to obtain and maintain utilities connected and comply with Management's utilities policy.
k. Resident is in violation of Management's occupancy guidelines for failing to notify Management within 10 business days of change in occupancy which includes, but is not limited to, live-in aides, death, departure of head of household, foster care arrangements.
l. Resident changes locks or installs new locks or anti-theft devices without the written approval of Management.
m. Resident allows an individual(s) who is barred from Management's property to reside or visit the unit.
n. Resident refuses to allow Management to perform necessary unit inspections or repairs of his/her unit.
o. Resident fails to cure housekeeping violations within 30 calendar days of notice.
p. Resident fails to remove from Management's property any vehicles owned or in the control of Resident that are without valid registration, inspection stickers or inoperable; to refrain from parking any vehicles in any right-of-

way, fire lane or any other property of Management not designated for parking purposes; completes vehicle repairs on Management's property.

q. Resident fails to immediately notify Management of any damage in the dwelling unit.
r. Resident fails to use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, air conditioning, and other fixtures, including elevators. Reasonable behavior includes, but is not limited to, not splicing, stealing, running extension cords, or other wiring throughout the property to produce utility connections
s. Resident destroys, defaces, damages, litters, or removes any part of the dwelling units or developments.
t. Resident causes any fire on or to Management's premises, either intentionally or through gross negligence, recklessness, or careless disregard.
u. Engaging in behavior that disturbs other resident's peaceful enjoyment of their accommodations and does not contribute to maintaining the building and/or development in decent, safe, and sanitary condition.
v. Resident fails to keep the dwelling unit, and other such areas as may be assigned to Resident's household for the household's exclusive use in a clean and safe condition.
w. Resident fails to dispose of all ashes, pet droppings, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner.
x. Resident abandons unit.

13.2.2 **Non-Lease Violation**: Management will not hold the victim of any incident(s) of actual and/or threatened domestic violence, sexual assault/violence, dating violence, stalking, and/or sex trafficking liable for violations of the lease by the victim or as good cause for terminating the tenancy or occupancy rights of the victim of such violence.

13.2.3 **Eviction for Criminal Activity**: This lease may be terminated for drug related or dangerous criminal activity involving Resident, guest(s), and/or person(s) under the Resident's control. Resident has the affirmative duty to ensure that neither s/he/they nor any guest(s), and/or person(s) under his/her/their control engages in prohibited criminal activity. Resident is responsible for compliance under this section and can be found in violation of this section regardless of whether Resident personally engaged in the prohibited activity or had knowledge of the specific instance of the prohibited activity. Termination for criminal activity constitutes a "One Strike and You're Out" policy. Arrest and/or Conviction are not necessary to trigger a termination and eviction under this section and proof of a violation beyond a reasonable doubt is not required. Such criminal activities include, but are not limited to, the following:

a. Criminal activity that threatens the health, safety of or right to the peaceful enjoyment of the premises by other residents, Management's employees, agents of Management or other persons, include but are not limited to, crimes of violence (e.g. murder, battery, sexual assault/abuse, verbal assaults); crimes against property (e.g. burglary, theft, robbery); and crimes which impose financial cost (e.g. arson, vandalism) that involve disturbing the peace as well as the possession, use, sale or delivery of a firearm(s) which, is otherwise prohibited by State and Federal law, within or upon the premises.
b. Resident, a guest(s), or another person(s) under Resident's control engages in any drug-related criminal activity as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. 802, or in CFR Part 966 means the illegal manufacture, sale, distribution, use, possession, storage, service, delivery, or cultivation of a controlled substance including medical and non-medical marijuana, occurring on or off Management property.
c. Resident, a guest(s), or another person(s) under Resident's control engages in any drug-related criminal activity means the illegal manufacture, sale, distribution, use, possession, storage, service, delivery, or cultivation of an illegal substance.
d. Resident has a conviction for the manufacture or production of methamphetamine.
e. Resident, guest(s), or person(s) under Resident's control participates in or causes any incident or incidents of actual and/or threatened domestic violence, sexual assault/violence, dating violence, stalking, and/or sex trafficking.
f. Resident is fleeing to avoid prosecution, custody, or confinement after conviction for a crime or attempt to commit a crime, which is a felony under the laws of the state from which s/he flees or that in the case of the State of Illinois is a high misdemeanor, or for violating a condition of probation or parole imposed under federal or state law.
g. Resident is convicted of a crime that requires them to be subject to a lifetime or any registration requirement under a state sex offender registration program, including the 10-year Illinois State Sex Offender Registration Act.

Residents are not entitled to a grievance hearing under the Management Grievance Procedure for violations of drug-related criminal activity or violent criminal activity.

13.2.4 **Use of Criminal Record**: If Management seeks to terminate the tenancy for criminal activity as shown by a criminal record, Management shall notify the household of the proposed action through a predetermination letter. Management must provide a copy of the criminal record to the subject of record and the Head of Household. Resident will be given the opportunity to dispute the accuracy and relevance of that record by following Management's grievance hearing policy and procedures as outlined in Management's ACOP, Chapter 14. This provision excludes criminal activity as cited in this lease.

13.2.5 **Exclusion of Culpable Household Member**: Management may require Resident to exclude a household member in order to continue to reside in the unit, where that household member has participated in or been culpable for action or failure to act that warrants termination.

13.2.6 **Authority**: Under the authority provided in 6(l)(6)(B) of the United States Housing Act of 1937 as amended, Management has the authority as outline below. This authority supersedes any local, state, or other federal law to the contrary.

a. To require certification and documentation when actions by Resident result in a determination by Management to terminate this Lease and another family member claims that the actions involve criminal acts of physical violence against family members or others.
b. To terminate the tenancy of any resident if Management can demonstrate an actual imminent threat to other residents or Management's agents or employees.

c. To separate this Lease, or to remove a household member(s) from this Lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a resident or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a resident or lawful occupant.

13.3 Non-Waiver Clause: No delay or failure by Management in exercising any right under this lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

14. GRIEVANCES

Resident may resolve problems with Management under this Lease through the Grievance Procedure as outlined throughout Management's ACOP, except as specified for terminations for violent criminal activity or drug-related criminal activity. Management will provide Resident information about the Grievance Procedure when this Lease is signed. Management will post information about the Grievance Procedure in the Property Managers' offices and the Grievance Procedure shall be considered incorporated herein by reference to Management's ACOP. Management will keep copies of the Grievance Procedure policy and Management's ACOP available for review by Resident.

All grievance or appeals arising under this Lease shall be processed and resolved pursuant to the Grievance Procedure of Management which is in effect at the time such grievance or appeal arises.

15. LIABILITY FOR COURT COSTS AND LEGAL FEES

Resident shall pay all court costs and expenses (including reasonable legal fees) incurred in enforcing this Lease or in recovering possession of the premises unless Resident prevails in such legal action.

16. POLICIES, RULES AND REGULATIONS

The policies, rules and regulations of occupancy as stated in Management's Admissions and Continued Occupancy Policy, including special charges for services, repairs, and utilities, bar policy, and the grievance procedure constitute a part of this Lease and the provisions therein are as binding as if the same were specifically included herein as conditions of this Lease, and shall be posted in a conspicuous manner in the Management office and shall be furnished to applicants and Residents upon request. Such schedules, rules and regulations may be modified from time to time by Management provided that Management gives at least 30-days written notice to Resident setting forth the proposed modification, the reasons therefore and providing Resident an opportunity to present written comments which shall be taken into consideration by Management prior to the proposed modification becoming effective. A copy of such notice shall be:

1. delivered directly or mailed to Resident; or
2. posted in at least 1 conspicuous place within each development in which the affected dwelling units are located, as well as in a conspicuous place at the Management's office.

17. COMMUNITY SERVICE

In accordance with 24 CFR 960.600 through 960.609, every adult Resident must contribute 8 hours per month of the following community service, participate in an economic self-sufficiency program, or combined activities. Resident is considered compliant with this Section if s/he meets Management's Work Requirement. Religious recruitment activity nor political activities satisfy the volunteer/self-sufficiency requirements. Adult Residents who are exempt from the state workfare obligations, are 62 years or older, have a documented disability, is the caretaker of disabled person, or working at least 15 hours per week shall be exempt from community service requirements.

In the event Resident does not comply with Community Service and Economic Self-Sufficiency Requirement, Management may not renew or extend this Lease upon expiration of its current term. Management reserves the right to enter into a written agreement with Resident before the expiration of the current Lease term to cure any non-compliance with Community Service and Economic Self-Sufficiency Requirements if Resident can show his/her efforts to comply with this requirement.

ARTICLE III
RULES AND OBLIGATIONS

1. RESIDENTS OBLIGATIONS

Resident, guest(s), and person(s) under the Resident control must comply with the following requirements:

a. Comply with all state and federal laws as imposed on Resident.
b. Comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Resident and household.
c. Not commit fraud in connection with any Federal housing assistance program or receive assistance for occupancy of any other housing unit assisted under any Federal housing program during the term of the lease.
d. Pay rent on time and be responsible for late charges, legal fees, or other charges incurred under this Lease.
e. Resident shall immediately notify Management of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Resident believes s/he/they is justified in abating rent. Resident agrees to continue to pay full rent, less the abated portion agreed upon by Management, during the time in which the defect remains uncorrected.
f. To use dwelling unit solely as a private dwelling unit for Resident and not permit long term boarders, long term guest(s), and for reasons other than its intended purpose.
g. In areas where utilities are not completely furnished by Management, keep the utilities operating during the tenure of residence. Violation of this requirement will be grounds for eviction. When requested by Management, fill out any papers for direct billing for utility services.
h. Inform Management within 10 business days of any change in the family income.
i. Use the Unit only as a residence for those persons listed in this Lease. Not allow occupancy to long-term guests (in excess of 14 consecutive or 30 cumulative days per year) without the advance written consent of Management.
j. Inform Management within 10 business days of any change in the family composition.

k. Obtain photo Identification Cards for all residents eighteen (18) years of age or older. Residents may be asked to produce ID cards when a public disturbance or unauthorized large gathering is encountered and there is an attempt to eliminate a dangerous situation.

l. Upon vacating the premises, notify Management of such. Failure to notify Management means that Resident is responsible for any and all damages as set forth in **Article II, Section 8**, of this Lease.

m. Whenever this Lease terminates or Resident permanently leaves or vacate the unit, Resident will provide Management with forwarding address in writing. As detailed in this Lease, if no forwarding address is provided, the security shall not be refundable.

n. Management disclaims any responsibility for personal belongings left in the unit upon move-out. Belongings will be disposed of in accordance with Management's Disposal Policy.

o. Management shall not be responsible for any articles or any personal property, including mail, left with any employee of Management.

p. Management shall have the right to assume that Resident has voluntarily vacated the dwelling after 30 consecutive days of abandonment and shall take possession of the same. JCHA will dispose of any items left in the unit after 30 days without further notice to Resident.

q. The insurance policies of Management do not cover damage or loss of Resident's personal belongings due to circumstances beyond Management's control. Resident is encouraged to obtain his/her own personal property insurance (Renter's insurance).

r. Maintain unit in good repair.

s. Do not repaint the unit without prior approval Management.

t. Do not attach any kind of wall or floor covering not approved by Management.

u. Do not install additional equipment or major appliances without the written consent of Management.

v. Do not change locks or install new locks on exterior doors.

w. Do not use nails, tracks, screws, brackets, or fasteners on any part of the dwelling (a reasonable number of picture handers is accepted) without authorization from Management.

x. Do not keep inflammable, gasoline, naphtha, solvents, etc., in the dwelling unit.

y. Install only appropriate window coverings (i.e. shades, mini-blinds, curtains) as approved by Management. No inappropriate coverings (i.e. towels, blankets, sheets) should be installed over windows.

z. Decorate the interior of the unit with such picture hooks or other fasteners as approved by Management that do not damage walls. Contact paper or other "stick-on" items must not be used on appliances or walls.

aa. No waterbeds allowed.

bb. Plumbing, electrical or gas burning equipment or appliances shall be used only for the purpose for which they are intended.

cc. Keep exterior area clean and free of excessive clutter, clean, trash free and in a safe and sanitary condition.

dd. Cut his/her own grass, when required, or Management will cut the grass and charge the cost incurred.

ee. Keep all snow and ice from front and rear sidewalks, as applicable.

ff. Household property or other property must not be stored outside the dwelling unit.

gg. Rubbish must not be burned on JCHA property.

hh. Nothing whatsoever should be thrown from the windows, swept, or thrown out the doors or windows of any dwelling.

ii. Do not install fencing or other outdoor materials, awnings, window guards, satellite dishes, antennas, without prior written permission from Management.

jj. Do not paint the exterior of unit or other property owned by Management.

kk. No swing sets, swimming pools, wading pools, trampolines, or other similar items/equipment allowed unless it is in accordance with Management's policies or with advanced written approval by Management.

ll. BBQ grills, firepits, smokers, or similar for use on the property is limited to the designated area as notified by Management.

mm. Do not keep non-operating vehicles, unlicensed vehicles and/or unsafe motor vehicles on the premises. Management will remove non-operable vehicles, unlicensed vehicles and/or unsafe motor vehicles if not removed by Resident after being duly notified.

nn. Do not make major repairs to vehicles within the parking area of the unit or any other parking area of Management.

oo. Motor vehicles must only be parked in designated parking areas. Management will order all improperly parked vehicles to be towed away at the vehicle owner's expense (including non-registered vehicles).

pp. Refrain from parking and driving on Management's lawn at all times.

qq. Register all owned vehicles with Management and display a parking sticker. Temporarily sticker/pass may be issued for a specific time limit by Management. Guest(s) must obtain passes to park in "Resident Only" parking areas between 11:00 p.m. and 7:00 a.m.

rr. No baby carriages, velocipedes, bicycles, scooters, skateboards, or other similar articles will be allowed to stand on sidewalks, drives, courts, gardens or any other portion of Management property.

ss. No signs whatsoever are to be displayed. No articles of any description should be hung from the windows, doors or placed on the exterior windowsills unless Management grants permission.

tt. Report any inoperable smoke detector immediately to Management. At no time should a smoke detector be made inoperable by Resident. Failure to abide by this will result in Resident being held responsible for costs incurred to replace smoke detector and/or damage caused as a result of such actions.

uu. Take good and reasonable care of all Management equipment located in the dwelling unit or on the area of property for which Resident is held responsible under the terms of this Lease.

vv. Promptly report to JCHA all accidents, maintenance problems, and known needs for repair to the unit or associated common areas.

ww. Notify Management immediately after any accident or damage to any property belonging to Management. This property includes water pipes, water leaks, toilets, drains, plumbing fixtures, gas lines, meters, appliances, equipment, wires, electrical fixtures and any and all other property belonging to Management.

xx. Deposit all garbage, pet/animal droppings, trash and rubbish in the metal/rubber receptacles provided, therefore.

yy. Not use the Unit for profit-making activities or other non-dwelling purposes without the prior written approval of Management.

zz. Do not conduct or permit loud parties or noisy activities in Resident's dwelling unit or in any manner create any disturbance which could cause unreasonable annoyance of or discomfort to other residents or the community.

aaa. Use Management's common areas, community rooms, and open space for parties, gatherings, or meetings with prior written approval of Management. Types of use, length of time, and size of the gathering will be considered prior to approval.

bbb. NO PETS are allowed unless permission is granted in accordance with Management's Pet Policy. Do not install dog houses, cages, or other types of pet maintenance equipment on Management's property, including porches, balconies, and yards.

ccc. Keep pet/animal dishes or containers for food and water located within the unit. Do not deposit food or table scraps for pets, assistance animals, or stray animals on their porches, yard, balconies or Management's property.

ddd. Illegal drug use and use of marijuana is strictly prohibited on ALL Management's property, including inside of unit.
eee. Do not consume alcohol in such a manner that creates a disturbance to other residents and the community.

2. SMOKE FREE POLICY

Smoking or tobacco use will be prohibited in all property owned and operated by Management. The Smoke-Free Policy is intended to improve the quality of air and the safety of residents, guests, and employees. Implementation of this Smoke-Free Policy is mandated by the U.S. Department of Housing and Urban Development in accordance with 24 Code of Federal Regulations (CFR) 965.651, 965.653 and 965.655, and it is consistent with their program goals and objectives. There are NO exceptions to this policy.

a. No person may use, smoke, hold, or carry lighted tobacco in any form, including cigarettes, pipes, cigars or ecig/vapes in any of Management owned properties which includes all interior common areas, community rooms, community bathrooms, lobbies, offices, reception areas, hallways, laundry rooms, stairways, and elevators. Smoke or tobacco use is also prohibited **within all dwelling units.**
b. Smoking outside of Management owned properties shall be permitted only in non-designated or designated smoking areas, which shall be at least 25 feet from entry ways, windows, porches, balconies, patios, or ventilation systems. Smoking areas shall be located sufficient distances from the buildings and sidewalks so that secondhand tobacco smoke does not enter the buildings and to ensure residents and guests can avoid walking through secondhand tobacco smoke to enter or leave Management owned properties.
c. Persons who smoke in non-designated or designated smoking areas are responsible for properly disposing of cigarette butts or other tobacco products so as not to litter the grounds.
d. Residents and employees who smell tobacco smoke from inside Management owned property are to report this to Management as soon as possible. Management will try to identify the source of the smoke and take appropriate action.
e. Resident will receive a copy of this Smoke-Free Policy at the time of Leasing to read, initial, and sign.
f. JCHA will post signage regarding this non-smoking policy.

Resident may incur additional maintenance fees at move-out if the unit requires removal of smoke residue. Resident's failure to comply with this Smoke-Free Policy will result in a 30-day eviction notice as outlined above.

3. MANAGEMENT OBLIGATIONS

Management will comply with the following:

a. Comply with all state and federal laws as imposed on Management, including applicable building codes, housing codes and HUD regulations which materially affect health and safety.
b. Comply with all Management personnel policies, including policies prohibiting acts or threats of violence by Management's employees against Resident and/or his/her/their guests.
c. Keep in a clean and safe condition the common buildings and areas not leased or assigned to Resident.
d. Make necessary repairs with reasonable promptness and at its expense except for damage caused by Resident or his/her/their guest(s), which will be repaired at the Resident's expense.
e. Maintain in good and safe working order electrical, plumbing, sanitary, heating, elevator(s), ventilating and other facilities, and appliances supplied by Management.
f. Provide and maintain appropriate containers and facilities, except containers for the exclusive use of Resident, for the deposit of garbage and other waste and the recycling of such materials in accordance with the law.
g. Furnish, without additional charge to Resident, cold running water. Furnish heat, hot running water and electricity in reasonable amounts as required by law, unless a utility allowance is given under this lease for Resident to provide these services.
h. Provide a cooking stove and refrigerator.
i. Upon request, make reasonable accommodations in leasing and occupancy for Resident with disabilities and provide notices and communications in an accessible format.
j. Maintain confidentiality of records of residents in accordance with applicable laws.
k. Notify Resident in writing of the specific grounds for any action Management proposes to take against Resident. When Management is required to offer Resident the opportunity for a hearing under its grievance procedure, Management will inform Resident of his/her/their right to request a hearing, Management will not take the proposed action until the time to request a hearing as expired or the grievance process has been completed after a timely request.
l. Complete repairs to the unit within a reasonable period of time after receiving notification from Resident. Offer Resident a replacement dwelling unit if available, if necessary, repairs cannot be made within a reasonable time. Management is not required to offer Resident a replacement unit if Resident or his/her/their guest(s) caused the hazardous condition. Resident shall accept any replacement unit offered by Management. In the event Management, as described cannot make repairs, and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Resident rejects alternative accommodations or if Resident or guest(s) caused the damage. If Management determines that the dwelling unit is untenantable because of imminent danger to the life, health, and safety of Resident, and Resident refuses alternative accommodations, this Lease shall be terminated, and any rent paid for that month will be refunded to Resident.

4. CONFIDENTIALITY

All information Resident provides to Management will be private and confidential with the exception for information subject to the Freedom of Information Act requests or which a government agency has a right to obtain or use, no information will be released without the Resident prior approval or on the order of a court of competent jurisdiction.

5. SIGNATURES

RESIDENT ACKNOWLEDGES THAT THIS LEASE HAS BEEN READ BY, OR EXPLAINED TO, RESIDENT BY SIGNING BELOW.

_____	_____	_____
Head of Household Member Printed Name	Head of Household Member Signature	Date
_____	_____	_____
Co-Head of Household Member Printed Name	Co-Head of Household Member Signature	Date
_____	_____	_____
Other Adult Family Member Printed Name	Other Adult Family Member Signature	Date
_____	_____	_____
Other Adult Family Member Printed Name	Other Adult Family Member Signature	Date
_____	_____	_____
Other Adult Family Member Printed Name	Other Adult Family Member Signature	Date
_____	_____	_____
Other Adult Family Member Printed Name	Other Adult Family Member Signature	Date

IN WITNESS WHEREOF, the parties have executed this Dwelling Lease agreement this _____ day of _____,

20_____, in _____, Illinois by _____, _____.
(Management Representative Printed Name) (Management Representative Signature)