

**North Wilkesboro Housing Authority
RESIDENTIAL LEASE AGREEMENT**

THIS LEASE IS IN TWO PARTS:

Part I is the executed portion of the lease contract. This is executed by the resident and the NWA, includes Part I Terms and Conditions (by reference) and the following information specific to each family's circumstances:

- Identification of all members of Tenant household by relationship to the Head of the Household, their social security numbers, ages (at the time of lease execution) and dates of birth (DOB);
- Unit address, occupancy date, project name and number;
- Pro-rated and full monthly rent amount, security deposit required, pro-rated and full monthly utility allowance provided (if any), pro-rated and full monthly utility reimbursement (if any) and the amount of any other charges due under the lease;
- Utilities and appliances provided by the NWA with the unit;
- All pamphlets or informational materials provided to Tenant;
- Signature line for the parties to the lease (all adult members of Tenant household must sign the lease);
- Emergency telephone number for Tenant to use if maintenance problems arise with the unit outside of normal NWA working hours.

Part II establishes the Terms and Conditions of the lease. These apply to all residents;

PART I of the RESIDENTIAL LEASE AGREEMENT

North Wilkesboro Housing Authority

THIS AGREEMENT is executed between the North Wilkesboro Housing Authority (herein called "NWA"), and _____ (herein called the "Tenant"), and becomes effective as of this date: _____ [966.4 (a)]

(1) Unit: That the NWA, relying upon the representations of Tenant as to Tenant's income, household composition and housing need, leases to Tenant, (upon Terms and Conditions set forth in Part I of this Lease agreement) the dwelling unit LOCATED at _____ (and hereinafter called the "premises") to be occupied exclusively as a private residence by Tenant and household. The Tenant UNIT NUMBER is: _____. [966.4 (a)]

(2) Household Composition: The Tenant's household is composed of the individuals listed below. (Other than the Head or Spouse each household member should be listed by age, oldest to youngest. [966.4 (a)(2)] Head and Spouse or Co-head shall execute the lease.

Name	Relationship	Age & Birthdate	Social Security # last 4 digits
1.	Head	___ / /	----
2		___ / /	----
3		___ / /	----
4		___ / /	----
5		___ / /	----
6		___ / /	----
7		___ / /	----
8		___ / /	----

(3) Term: It is understood that this lease, until terminated or modified as provided for herein, shall be automatically renewed for successive periods of one month each.

(4) Rent: Initial rent (prorated for partial month) shall be \$___ and, if applicable, the Tenant shall receive the benefit of \$___ from NWA for Utility Reimbursement (for partial month) paid to the tenant.

Thereafter, rent in the amount of \$___ per month shall be payable in advance on the first day of each month, and shall be delinquent after the seventh (7th) day of the month. A utility reimbursement of \$___ per month (if applicable) shall be paid to the tenant by NWA for the tenant paid utility allowance. [966.4 (b)(1)]

(5) Utilities and Appliances: NWA-Supplied Utilities [966.4 (b)(1)] If indicated by an (X) below, NWA provides the indicated utility as part of the rent for the premises:

(X) Electricity (X) Water (X) Sewerage () Other: _____

As indicated by an (X), NWA shall provide the following appliances for the premises: (X) Cooking Range (X) Refrigerator

Tenant will be supplied an allowance for the NWA-supplied utilities, and the tenant's consumption above the allowance provided by the NWA will be charged as an excess utility to the Tenant. These charges shall be payable on the first of the month after the statement is sent by the NWA.

(6) Utility Allowances: Tenant-Paid Utilities [913.102] If indicated by an (X) below, NWA shall provide Tenant with a Utility Allowance in the monthly amount totaling \$_____ for the following utilities paid directly by the Tenant to the Utility supplier:

() Electricity

If indicated by an (X), NWA shall provide the following: (X) Cooking Range (X) Refrigerator (X) Water (X) Sewerage

(7) Charges for Excess Appliances (Not applicable to NWA).

(8) Security Deposit: Tenant agrees to pay a Security Deposit equal to \$____ for the unit size at the time of lease-up. See Part II of this lease for information on treatment of the Security Deposit. [966.3 (b)(5)]

(9) Changes in Lease Agreement: The NWA may change the provisions of the lease. The NWA will provide the Tenant with at least 30 days advance written notice before the lease change becomes effective. The NWA shall advise the Tenant of the proposed change and provide the Tenant with the opportunity to submit written comments within a 30-day period. If, after considering the Tenant's comments, the lease is modified, the NWA shall notify the Tenant and offer a new lease or an addendum to the existing lease. The Tenant may accept the change provisions by signing the new lease and returning it to NWA, or reject the change provisions by giving the NWA written notice of intent to terminate the tenancy in accordance with the lease. If the Tenant does not accept the amended lease, the NWA may terminate the Tenancy as provided under the lease.

(10) Death of Tenant I, Tenant, hereby agree and affirmatively state that in the event of my death the NWA may contact my family member _____ at the following address and phone number _____ or my emergency contact person _____ at the following address and phone number _____ to arrange for a day and time to remove my personal possessions that are located in the premises. The NWA may convey my personal possessions to either of these persons without recourse from any person who may claim to be an heir. In the event that no family member or emergency contact person is available to take possession of my personal possessions then the NWA may 1) take a judgment for possession of the unit or 2) declare that the unit is abandoned and take possession in fifteen (15) days.

(11) Execution: By Tenant's signature below, Tenant and household agree to the terms and conditions of Part I and II of this lease and all additional documents made a part of the lease by reference.

By the signature(s) below I/we also acknowledge that the Provisions of Part II of this Lease Agreement have been received and thoroughly explained to me/us.

TENANT _____	DATE _____
SPOUSE _____	DATE _____
CO-TENANT _____	DATE _____
MANAGER: _____	DATE _____

TENANT'S CERTIFICATION

I, _____ hereby certify that I, and other members of my Household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to NWA before execution of the lease, or before NWA approval for occupancy of the unit by the Household member.

I further certify that all information or documentation submitted by myself or other Household members to NWA in connection with any federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge and belief.

Tenant's Signature

Date

Tenant's Signature

Date

Tenant's Signature

Date

ATTACHMENTS:

If indicated by an (X) below, NWA has provided the tenant with the following attachments and information:

- (X) Part II of this Lease (X) Pet Policy (X) Standard Maintenance Charges
- (X) Protect Your Family From Lead in Your Home (X) Grievance Procedure
- (X) Banned List (X) Smoke Free Policy (X) EIV Information
- (X) Rent Collection Policy (X) Community Service
- (X) Violence Against Woman Act (X) Bedbug Policy
- (X) Resident Handbook (X) HUD-92006 (X) Trespass Banning Policy () Other _____
- (X) Satellite Dish Policy (X) Pest Control Service Schedule
- (X) Earned Income Disregard

STATEMENT ON RECEIPT OF INFORMATION

I/We have received a copy of the above information including "Protect Your Family from Lead in Your Home". The above information has been thoroughly explained to me/us.

Tenant's Signature

Date

OFFICE ADDRESS:

101 Hickory Street
North Wilkesboro, NC 28659

HOURS

8:30 AM to 5:00 PM (M-F)

TELEPHONE NUMBER

336-667-3203

EMERGENCY MAINTENANCE TELEPHONE NUMBER

Monday through Friday after 5:00 p.m., weekends and holidays

336-927-5999

Fire Police and Rescue- 911

PART II of the RESIDENTIAL LEASE AGREEMENT

TERMS AND CONDITIONS

North Wilkesboro Housing Authority

THIS LEASE AGREEMENT (called the "Lease", which includes Part I and II) is between the North Wilkesboro Housing Authority, (called "NWA" or the "Authority") and Tenant named in Part I of this lease (called "Tenant"). [966.4 (a)]

I. **Description of the Parties and Premises:** [966.4 (a)]

Part I of this lease identifies the premises leased and the parties to the lease.

- (a) The NWA, using data provided by Tenant about income, family composition, and needs, leases to Tenant, the property (called "premises" or "dwelling unit") described in Part I of this Lease Agreement, subject to the terms and conditions contained in this lease. [966.4 (a)]
- (b) Premises must be used as the only private residence of the Tenant and the family members named on Part I of the Lease. The NWA may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities subject to the NWA's policy on such activities. [966.4 (d)(1 & 2)]
- (c) Any additions to the household members named on the lease, including Live-in Aides and foster children, **but excluding natural births and adoptions**, require the advance written approval of NWA. Such approval will be granted only if the new family members pass NWA's screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused. [966.4 (a)(2) & (d)(3)(i)]
Tenant agrees to wait for NWA's approval before allowing additional persons to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the lease, for which NWA may terminate the lease in accordance with Section XIV. [966.4 (f)(3)]
- (d) Tenant shall report additions or deletions (for any reason) from the household members named on the lease to the NWA in writing, within 10 days of the occurrence. [966.4 (c)(1) & (2) & (f)(3)]

II. **Lease and Amount of Rent**

The rent amount is stated in Part I of the Lease, for any initial partial month and successive full months.

- (a) Unless otherwise modified or terminated in accordance with Section XIV, this Lease shall automatically be renewed for successive terms of twelve months, unless the family is in non-compliance with the community service requirements or other conditions as set forth by HUD or NWA. [966.4 (a)(1)]
Upon execution of any new lease by the NWA, this lease becomes void and the terms of the new lease shall apply. The rent amount is stated in Part I of this Lease. Rent shall remain in effect unless adjusted by the NWA in accordance with Section VII herein. [966.4 (c)]
The amount of the Total Tenant Payment and Tenant Rent shall be determined by the NWA in compliance with HUD regulations and requirements and in accordance with NWA's Admissions and Occupancy Policy (ACOP). [966.4 (c)]
- (b) **Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the seventh day of the month.** Rent may include utilities as described in Section VI below, and includes all maintenance services due to normal wear and tear. [966.4 (e)(1) & (3)]
When NWA makes any change in the amount of Total Tenant Payment or Tenant Rent, NWA shall give written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is applicable. Rent redeterminations are subject to the Administrative Grievance Procedure. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by NWA. If Tenant asks for an explanation, NWA shall respond in a reasonable time. [966.4 (c)(4)]

III. Other Charges: In addition to rent, Tenant is responsible for the payment of certain other charges specified in this lease. The type(s) and amounts of other charges are specified in Part I of this Lease Agreement. Other charges can include: [966.4 (b)(2)]

- (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 Tenant, household members or by guests. When NWAH determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by NWAH or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to NWAH for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged. [966.4 (b)(2)]
- (b) Excess Utility Charges --At developments where utilities are provided by NWAH, a charge shall be assessed for excess utility consumption due to the operation of major tenant-supplied appliances. This charge does not apply to Tenants who pay their utilities directly to a utility supplier. [966.4 (b)(2)]
- (c) Late Charges --. If Resident fails to make the rent payment by the seventh day of the month, a notice to vacate will be issued to the Resident. A \$15 late charge will be assessed the fifteenth day of the month to cover the added costs of a rent payment received after the fourteenth day of the month. [966.4 (b)(3)]
- (d) Not Sufficient Funds (NSF) – Any drafts returned with NSF will be assessed a charge equal to the bank charge that is charged by the bank fee to NWAH.

NWAH shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. Charges in addition to rent are due the first of the second month after the charge is incurred. [966.4 (b)(4)]

IV. Payment Location: Rent and other charges can be paid at the Property Office. NWAH will not accept cash. All payments must be made by cashier's check or money order.

V. Security Deposit

- (a) Tenant Responsibilities: Tenant agrees to pay a security deposit in an amount as set forth in Part I of this Residential Lease. [966.4 (b)(5)]
- (b) NWAH's Responsibilities: NWAH will use the Security Deposit at the termination of this Lease:
 - 1. To pay the cost of any rent or any other charges owed by Tenant at the termination of this lease.
 - 2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests.
 - 3. Other reasons as stated in the security deposit policy.

The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated, and NWAH has inspected the dwelling unit.

The return of a security deposit shall occur within 30 days after Tenant moves out. NWAH agrees to return the Security Deposit, if any, to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes NWAH with a forwarding address. If any deductions are made, NWAH will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

VI. Utilities and Appliances [966.4 (b)(1)]

As part of the rent, the NWAH will supply water, sewer, or other service.

- (a) NWAH Supplied Utilities: If indicated by an (X) on Part I, NWAH will supply the indicated utility: electricity, water, sewer service, trash collection. NWAH will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.

If indicated by an (X) on Part I of the Lease Agreement, NWAH will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and

operated only with the written approval of NWA. NWA shall supply an allowance for the NWA supplied utilities and if the Tenant uses in excess of the allowance, the Tenant shall pay for the excess amount.

- (b) Tenant-paid Utilities: If Tenant resides in a development where NWA does not supply electricity, an Allowance for Utilities shall be established, appropriate for the size and type of dwelling unit, for utilities Tenant pays directly to the utility supplier. The Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, NWA will pay a Utility Reimbursement each month or quarter to the tenant or Utility Supplier. [913.102]

NWA may change the Allowance at any time during the term of the lease, and shall give Tenant 60 days written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement. [965.473 (c)]

If Tenant's actual utility bill exceeds the Allowance for Utilities, Tenant shall be responsible for paying the actual bill to the supplier. If Tenant's actual utility bill is LESS than the Allowance for Utilities, Tenant shall receive the benefit of such saving.

- (c) Tenant Responsibilities: Tenant agrees not to waste the utilities provided by NWA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. [966.4 (f)(8)]

Tenant also agrees to abide by any local ordinance or House Rules restricting or prohibiting the use of space heaters in multi-dwelling units.

VII. Terms and Conditions: The following terms and conditions of occupancy are made a part of the Lease.

- (a) Use and Occupancy of Dwelling: Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the lease. With the prior written consent of NWA, members of the household may engage in legal profit-making activities in the dwelling unit. [966.4 (d) (1) & (2)]

This provision permits reasonable accommodation of Tenant's guests or visitors for a period not exceeding Seven (7) days each year. Permission may be granted, upon written request to the NWA, for an extension of this provision. [966.4 (d)(1)]

- (b) Ability to comply with Lease terms: If, during the term of this Lease, Tenant, 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 in complying with the lease, and NWA cannot make any reasonable accommodation that would enable Tenant to comply with the lease, then NWA will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing. If there are no family members who can or will take responsibility for moving Tenant, NWA will work with appropriate agencies to secure suitable housing and will terminate the Lease. [8.3]

At the time of admission, all Tenants must identify the family member(s) to be contacted if they become unable to comply with lease terms.

- (c) Redetermination of Rent, Dwelling Size, and Eligibility. The rent amount as fixed in Part I of the Lease Agreement is due each month until changed as described below.

(1) The status of each family is to be re-examined at least once a year. For Flat Rent, income can be re-examined every three years, so long as the family continues to pay Flat Rent during the period. At the annual recertification Tenant shall certify to compliance with the 8 hour per month community service requirement, if applicable. [960.209]

(2) Tenant promises to supply NWA, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, community service activities, and related information necessary to determine eligibility, annual income, adjusted income, and rent. [966.4 (c)(2)]. Flat Rent tenants can be re-certified every 3 years for income purposes and every year for family status on other eligibility requirements.

Failure to supply such information when requested is a serious violation of the terms of the lease and NWA must terminate the lease.

All information must be verified. Tenant agrees to comply with NWA requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. [966.4 (c)(2)]

NWA shall give Tenant reasonable notice of what actions Tenant must take, and of the date by which any such action must be taken for compliance under this section. This information will be used by NWA to

decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs.

This determination will be made in accordance with the Admissions and Occupancy Policy, which is publicly posted in the Project Administrative Office. A copy of the policies can be furnished on request at the expense of the person making the request.

- (3) Changes in rent will be made as follows:
- (a) Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent, except that rent shall not be reduced because a tenant's TANF grant is reduced because Tenant failed to comply with some TANF requirement. [913.107, 1995 Edition]
If a reduction is granted, Tenant must report subsequent increases in income within 10 days of the occurrence, until the next scheduled re-examination. (Failure to report within the 10 days may result in a retroactive rent charge.)
 - (b) Tenant is required to report the changes in all income and the adjustments upward or downward shall be in accordance with the ACOP.
 - (c) If it is found that Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged. NWA then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
 - (d) Rent formulas or procedures are changed by Federal law or regulation, and in accordance with the ACOP.
- (4) All changes in family composition must be reported to SHA within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge. [966.4 (c) (2)]
This Lease will NOT be revised to permit a change of family composition resulting from a request to allow an adult member to move back into the unit unless it is determined that the move is essential for the mental or physical health of Tenant AND it does not disqualify the family for size unit it is currently occupying.
- (d) Rent Adjustments: Tenant will be notified in writing of any rent adjustment due to the situations described above; All notices will state the effective date of the rent adjustment.
- 1. In the case of a rent decrease, the adjustment will become effective on the first day of the month following the report and has verified a change in circumstances, provided Tenant reported and verified the change in a timely manner, as specified above.
 - 2. In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within 10 days of the occurrence, or when there is an increase in the family income, the increase will become effective the first day of the 2nd month following the month in which the change was reported.
 - 3. In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income, NWA shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
 - 4. If between annual recertification there is a change in income or family status, tenant should report all changes within 10 days, and the NWA will adjust the rent according to the ACOP.
 - 5. Minimum Rent Hardship Exemptions: The PHA shall immediately grant an exemption from application of the minimum monthly rent to any family making a proper request in writing who is unable to pay because of financial hardship, which shall include:
 - The family has lost eligibility for, or is awaiting an eligibility determination for a federal, state, or local assistance program
 - The family would be evicted as a result of the implementation of the minimum rent requirement.
 - The income of the family has decreased because of changed circumstances, including loss of employment, death in the family, or other circumstances as determined by the PHA.
- Suspension of Minimum Rent: The NWA will grant the minimum rent suspension to all families who request it effective the first of the following month. The minimum rent will be suspended until the NWA determines whether the hardship meets the criteria for exemptions and whether it is temporary or long-term.

“Temporary” means verified to last less than ninety (90) days. “Suspension” means that the NWA must not use the minimum rent calculation until the NWA has made a decision. During the minimum rent suspension period, the family will not be required to pay the minimum rent.

The NWA may not evict the family for nonpayment of rent during the ninety (90) day period beginning the month following the family’s request for a hardship exemption.

If the NWA determines that there is no qualifying hardship, the PHA will reinstate the minimum rent, including payment for minimum rent from the time of suspension. The PHA will determine whether a repayment is feasible in accordance with the repayment policy.

Temporary Hardship Suspension: If the PHA determines that the hardship is temporary, the PHA must reinstate the minimum rent from the beginning of the suspension of the minimum rent. The PHA must offer the family a reasonable repayment agreement in accordance with its repayment policy, for the amount of back minimum rent owed by the family.

Long-Term Duration Hardship Exemption: If the PHA determines that there is an qualifying long-term financial hardship, the PHA must exempt the family from the minimum rent requirements for as long as the hardship continues. The exemption from minimum rent shall apply from the first day of the month following the family’s request for exemption.

All exemption requests must be in writing and directed to the Housing Manager. The manager in turn will refer these requests to Resident Services to assist the family with establishing goals to obtain income in the form of benefits or employment. The Executive Director will make the final decision in regard to hardship exemptions.

(e) Transfers [966.4 (c)(3)]

1. Tenant agrees that if NWA determines that the size or design of the dwelling unit is no longer appropriate to Tenant’s needs, NWA shall send Tenant written notice. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.
2. NWA may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant’s unit.
3. If a Tenant makes a written request for special unit features in support of a documented disability, NWA shall modify Tenant’s existing unit. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, NWA may transfer Tenant to another unit with the features requested at NWA’s expense.
4. A tenant without disabilities that is housed in a unit with special features must transfer to a unit without such features should a Tenant with disabilities need the unit.
5. In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by NWA. Tenant shall be given 7-days time in which to move following delivery of a transfer notice. If Tenant refuses to move, NWA may terminate the Lease. [966.4 (c)(3)]
6. 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. [966.4 (c)(4)]
7. NWA will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies (ACOP).

VIII. NWA Obligations [966.4 (e)]: SHA shall be obligated:

- (a) To maintain the dwelling unit and the project in decent, safe and sanitary condition; [966.4 (e)(1)]
- (b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety; [966.4 (e)(2)]
- (c) To make necessary repairs to the dwelling unit; [966.4 (e)(3)]
- (d) To keep project building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition; [966.4 (e)(4)]
- (e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances required to be supplied with SHA; [966.4 (e)(5)]
- (f) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease; [966.4 (e)(6)]
- (g) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection; [966.4 (e)(7)]
- (h) To notify Tenant of the specific grounds for any proposed adverse action by NWA. (Such adverse action includes, but is not limited to: a proposed lease termination, transfer of Tenant to another unit, change in amount of rent, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When NWA is required to afford Tenant the opportunity for a hearing under the NWA grievance procedure for a grievance concerning a proposed adverse action:
 - 1. The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with 966.4(l)(3) shall constitute adequate notice of proposed adverse action. For expedited actions, no formal grievance hearing is required.
 - 2. In the case of a proposed adverse action other than a proposed lease termination, NWA shall not take the proposed action until time to request such a hearing has expired or (if hearing was timely requested) the grievance process has been completed. [966.4 (e)(8)]
- (i) To provide reasonable accommodations to disabled persons

IX. Tenant's Obligations: Tenant shall be obligated:

- (a) Not to assign the Lease, nor sublease the dwelling unit. [966.4 (f)(1)]
- (b)
 - 1. Not to give accommodation to boarders or lodgers; [966.4 f)(2)]
 - 2. Not to give accommodation to long term guests (in excess of 7 days per calendar year) without the advance written consent of NWA.
 - 3. Not to allow loitering on or near the premises lease to the Tenant.
- (c) To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in PART I of the Lease, and not to use or permit its use for any other purpose. [966.4 (f)(3)]

This provision does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to NWA's occupancy standards, and so long as NWA has granted prior written approval for the foster child(ren), foster adult, or live-in aide to reside in the unit. [966.4 (d)((3)(i)]
- (d) To abide by necessary and reasonable regulations promulgated by NWA for the benefit and well-being of the housing development and Tenants. These regulations and house rules shall be posted in a conspicuous manner in the project office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease. [966.4 (f)(4)]
- (e) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household. [966.4(f)(5)]
- (f) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. [966.4(f)(6)] This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be

made for Tenants who have no household members able to perform such tasks because of age or disability. [966.4 (g)]

- (g) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by NWHHA. [§ 966.4(f)(7)] To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas.
- (h) To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances. [966.4(f)(8)]
- (i) To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, parking on the grass or removing any part of dwelling unit or project. [966.4 (f)(9)]
- (j) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by Tenant, household members or guests. [§ 966.4(f)(10)]
- (k) To act, and cause household members or guests to act in a manner that will:
 - 1. Not disturb other residents' peaceful enjoyment of their accommodations; and
 - 2. Be conducive to maintaining all NWHHA projects in a decent, safe, and sanitary condition. [966.4 (f)(11)]
- (l) To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:
 - 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of NWHHA's public housing premises by other residents or employees of NWHHA, or;
 - 2. Any drug-related criminal activity on or off such premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act.) [966.4 (f)(12)]
- (m) To make no alterations or repairs or redecorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of NWHHA. To make no changes to locks or install new locks on interior or exterior doors without NWHHA's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers excepted) without authorization by NWHHA.
- (n) To give prompt prior notice to NWHHA, in accordance with section VIII hereof, of Tenant's leaving dwelling unit unoccupied for any period exceeding 14 calendar days.
- (o) To act in a cooperative manner with neighbors and NWHHA Staff. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and NWHHA staff.
- (p) Not to display, use, or allow members of Tenant's household or guests to display, use any firearms, (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of North Carolina anywhere on the property of NWHHA. This includes but is not limited to B.B guns and air powered rifles.
- (q) To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises.
- (r) To avoid obstructing sidewalks, areaways, galleries, or passages and to avoid using these for purposes other than going in and out of the dwelling unit.
- (s) To refrain from erecting or hanging radio, satellite dishes, or television antennas on or from any part of the dwelling unit without the written approval of NWHHA.
- (t) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of NWHHA.
- (u) To refrain from, and cause members of Tenant's household to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the dwelling unit except in accordance with the NWHHA's pet policy, unless a verified disability warrants the possession of a service animal or companion animal.
- (v) To remove from NWHHA property any vehicles without valid registration, license, and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire-lane designated and marked by NWHHA. Any inoperable or

unlicensed vehicle as described above will be removed from NWA property at Tenant's expense. Automobile repairs are not permitted on the development site.

- (w) To remove any personal property left on NWA property when Tenant leaves, abandons or surrenders the dwelling unit. Property left on the premises is subject to disposal or storage as required by the laws of the State of North Carolina. Costs for storage and disposal shall be assessed against the tenant.
- (x) To use reasonable care to keep his dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. **TENANT SHALL NOTIFY THE AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO HIS DWELLING UNIT**, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Project. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- (y)
 1. Not to commit any fraud in connection with any Federal housing assistance program, and
 2. Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.
- (z) To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.
- (aa) For each adult in the Tenant household to perform at least 8 hours per month of qualifying community service (as specified by the NWA ACOP) unless the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because he/she is working, attending an educational institution, or participating in some other qualified training program or receiving SNAP and in compliance with the State's requirements.
- (bb) Not to invite, allow, or create a situation that would cause any person or persons who have been banned from NWA property to be present on the NWA property, or in the dwelling unit. An up-to-date banned list is maintained at the NWA's office.
- (cc) To keep the premises and other such areas as may be assigned to the Tenant for exclusive use in a clean and safe condition. To use reasonable care to keep the premises clean and in such a condition as to prevent health, pest and sanitation problems from arising, to maintain the yard in the front, rear and/or sides of the premises in a neat and orderly fashion and free of trash; provided, however that Tenants who are unable to maintain their yards because of age or disability are exempt from such duties. Tenant shall notify the NWA of the need to be exempt from yard maintenance. Tenant shall notify NWA of known unsafe conditions within the premises, common areas, and grounds of the development that may lead to damage or injury.
- (dd) Tenant shall do nothing that may block the access or egress of the unit.
- (ee) Tenant shall install all dryers properly and NWA shall retain the right to inspect for proper installation.
- (ff) To refrain from consumption of alcoholic beverages in common areas which includes sidewalks, parking lots, playgrounds, parks, yards, or common spaces. Common areas means and refers to those portions of the housing development that are not leased for the exclusive use and occupancy of a tenant and his or her family. Alcoholic beverages may be consumed in the apartment.
- (gg) This lease may be terminated for repeated late payment, which shall be defined as the initiation of legal action by the landlord for failure to pay the amount of rent or other charges due by the 7th day of the month. Four such legal actions within a twelve-month period shall be grounds for termination of this lease. For the purpose of this section, the Landlord shall not be deemed to have waived any rights or remedies by acceptance of late payments and/or dismissal of legal actions.

X. Defects Hazardous to Life, Health or Safety: In the event that the dwelling unit is damaged to the extent that conditions are created that are hazardous to the life, health, or safety of the occupants: [966.4 (h)]

NWA Responsibilities:

- (a) NWA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant. [966.4 (h)(2)]
- (b) NWA shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. NWA is not required to offer Tenant a replacement unit if Tenant, household members, or guests caused the hazardous condition. [966.4 (h)(3)]

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- (c) Tenant shall accept any replacement unit offered by NWA.
- (d) In the event NWA, as described above 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 Tenant rejects alternative accommodations or if Tenant, household members, or guests caused the damage. [966.4 (h)(4)]
- (e) If NWA determines that the dwelling unit is un-tenantable because of imminent danger to the life, health, and safety of Tenant, and Tenant refuses alternative accommodations, this Lease shall be terminated, and any rent paid will be refunded to Tenant.

Tenant Responsibilities:

- (a) Tenant shall immediately notify the NWA of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent. [966.4 (h)(1)]
- (b) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by NWA, during the time in which the defect remains uncorrected.

XI. Move-in and Move-out Inspections

- (a) Move-in Inspection: NWA and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. NWA will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by NWA and Tenant and a copy of the statement retained in Tenant's folder. [966.4 (i)] NWA will correct any deficiencies noted on the inspection report or reported within 7 days of the move-in inspection, at no charge to Tenant.
- (b) Move-out Inspection -- NWA will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to NWA. [966.4 (i)]

XII. Entry of Premises During Tenancy

- (a) Tenant Responsibilities--
 - 1. Tenant agrees that the duly authorized agent, employee, or contractor of NWA will be permitted to enter Tenant's dwelling during the normal working hours of NWA for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing. [966.4 (j)(1)]
 - 2. When Tenant calls to request maintenance on the unit, NWA shall provide such maintenance. If Tenant is absent from the dwelling unit when NWA comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.
- (b) NWA's Responsibilities--
 - 1. NWA shall give Tenant at least 48 hours written notice that NWA intends to enter the unit. NWA may enter only at reasonable times. [966.4 (j)(1)]
 - 2. NWA may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists. [966.4 (j)(2)]
 - 3. If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, NWA shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit. [966.4 (j)(3)]

XIII. Notice Procedures

- (a) Tenant Responsibility-- Any notice to NWA must be in writing, delivered to the Administrative Office at 101 Hickory Street or sent by prepaid first-class mail, properly addressed. [966.4 (k)(1)(ii)]
- (b) NWA Responsibility -- Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by first-class mail addressed to Tenant. [966.4 (k)(1)(i)]
- (c) Unopened, cancelled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.

- (d) Return receipt for Registered or certified mail shall be sufficient evidence that notice was given, whether signed or unsigned.
- (e) If Tenant is disabled and request reasonable accommodation on the notice, the notices will be in an accessible format. [966.4 (k)(2)]

XIV. Termination of the Lease: In terminating the Lease, the following procedures shall be followed by NWHHA and Tenant:

- (a) This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the lease or to fulfill Tenant obligations set forth in Section IX above, or for other good cause. [966.4 (l)(2)]

Such serious or repeated violation of terms **shall include but not be limited to:**

1. The failure to pay rent or other payments when due; [966.4 (l)(2)]
 2. Repeated late payment, which shall be defined as the initiation of legal action by the Landlord for failure to pay the amount of rent or other charges due by the 7th day of the month. Four such legal actions within a twelve-month period shall be grounds for termination of the lease. For purpose of this section, the Landlord shall not be deemed to have waived any rights or remedies by acceptance of late payments and/or dismissal of legal actions.
 3. Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities; [966.4 (l)(2)]
 4. Misrepresentation of family income, assets, or composition; [966.4 (c)(2)]
 5. Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process annual reexaminations or interim redeterminations. [966.4 (c)(2)]
 6. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site; [966.4 (l)(2)]
 7. Criminal activity by Tenant, household member, guest, or other person under Tenant's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of NWHHA's public housing premises by other residents, or any drug-related criminal activity. [966.4 (l)(2)]
 8. Weapons or illegal drugs seized in a NWHHA unit by a law enforcement officer; [966.4 (l)(2)]
 9. Any fire on NWHHA premises caused by carelessness or unattended cooking. [966.4 (l)(2)]
 10. Fail to act, and cause household members or guests to act in a manner that will not disturb other residents' peaceful enjoyment of their accommodations; and/or be conducive to maintaining all NWHHA projects in a decent, safe, and sanitary condition
 11. Any violation of the terms of the lease.
- (b) NWHHA shall give written notice of the proposed termination of the Lease of:
 1. 14 days in the case of failure to pay rent;
 2. 3 days for threat to the life, health, or safety and for any expedited actions, including but not limited to drugs or violence offenses);
 3. A reasonable time, but not to exceed thirty days, considering the seriousness of the situation (but not to exceed 30 days) when the health or safety of other tenants or NWHHA staff is threatened;
 4. 30 days in any other case. [966.4 (l)(3)(i)(A), (B) & (C)]
 - (c) The notice of termination:
 1. The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and Tenant's right to examine NWHHA documents directly relevant to the termination or eviction. [966.4 (l)(3)(ii)]
 2. When NWHHA is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with NWHHA's grievance procedures. [966.4 (l)(3)(ii)]
 3. Any notice to vacate (or quit) that is required by State or local law may be combined with, or run concurrently with the notice of lease termination under this section. [966.4 (l)(3)(iii)] The Notice to Vacate must be in

writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney's fees.

4. When NWA is required to offer Tenant the opportunity for a grievance hearing concerning the lease termination under NWA's grievance procedure, the tenancy shall not terminate (even if any Notice to Vacate under State of local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed. [966.4 (l)(3)(iv)]
 5. When NWA is not required to offer Tenant the opportunity for a hearing under the grievance procedure and NWA has decided to exclude such grievance for NWA grievance procedure, the notice of lease termination shall (a) state that Tenant is not entitled to a grievance hearing on the termination; (b) specify the judicial eviction procedure to be used by NWA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity. [966.4 (l)(3)(v)]
 6. NWA may evict Tenant from the unit only by bringing a court action. [966.4 (l)(4)]
- (d) Tenant may terminate this Lease at any time by giving fourteen days written notice as described in Section XIII, above.
- (e) In deciding to evict for criminal activity, NWA shall have discretion to consider (or not to consider) all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, NWA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. NWA may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit. [966.4 (l)(5)]
- (f) When NWA evicts a Tenant from a dwelling unit for criminal activity NWA shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit. [966.4 (l)(5)(ii)]
- (g) Victims of domestic violence that are protected and in compliance with all other terms of the lease and VAWA requirements shall not be considered in violation of the terms of the lease for actions as stated in the Violence Against Women's Act (VAWA). Nothing in the lease shall prevent the NWA from bifurcating the lease to terminate assistance to remove a lawful occupant or tenant who engages in criminal acts of violence to family members or others without terminating assistance/evicting victimized lawful occupants.

XVI. Grievance Procedure: The lease provides that all disputes concerning the obligations of the tenant or the NWA must, except as provided in the regulations, be resolved in accordance with the NWA grievance procedures. The grievance procedures comply with the regulations and is incorporated in the lease through the ACOP. The selection of the hearing officer will be through the appointing process delegated to the Executive Director.

The NWA shall have a hearing officer and which shall mean an impartial person or persons selected by the NWA, other than the person who made or approved the decision under review, or subordinate of that person. Such individual or individuals do not need legal training.

Such persons may include one person who is a person selected by the Executive Director from a slate of qualified individuals and may be an impartial person with Housing Authority experience or person from the community.

The NWA will check with each nominee to determine whether there is interest in serving as a hearing officer, whether the individual feels fully capable of impartiality, whether the individual can serve without compensation, and what limitations on the individual's time would affect such service.

.XVI. Waiver: No delay or failure by NWA 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.

XVII. Housekeeping Standards: In an effort to improve the livability and conditions of the apartments owned and managed by NWA, uniform standards for resident housekeeping have been developed for all tenant families.

(a) NWA Responsibility: The standards that follow will be applied fairly and uniformly to all Tenants. NWA will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection NWA will notify Tenant in writing if he/she fails to comply with the standards. NWA will advise Tenant of the specific correction(s) required establishing compliance. Compliance will be in accordance to the ACOP.

(b) Tenant responsibility: Tenant is required to abide by the standards set forth below. **Failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction.**

(c) Housekeeping Standards: Inside the Apartment

General--

- (1) Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- (2) Floors: should be clean, clear, dry and free of hazards.
- (3) Ceilings: should be clean and free of cobwebs.
- (4) Windows: should be clean and not nailed shut. Shades or blinds should be intact.
- (5) Woodwork: should be clean, free of dust, gouges, or scratches.
- (6) Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- (7) Heating units: should be dusted and access uncluttered.
- (8) Trash: shall be disposed of properly and not left in the unit.
- (9) Entire unit should be free of rodent or insect infestation.

Kitchen--

- (1) Stove: should be clean and free of food and grease.
- (2) Refrigerator: should be clean. Freezer door should close properly.
- (3) Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- (4) Exhaust Fan: should be free of grease and dust (including the filter).
- (5) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- (6) Food storage areas: should be neat and clean without spilled food.
- (7) Trash/garbage: should be stored in a covered container until removed to the disposal area.

Bathroom--

- (1) Toilet and tank: should be clean and odor free.
- (2) Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
- (3) Lavatory: should be clean
- (4) Exhaust fans: should be free of dust.
- (5) Floor should be clean and dry.

Storage Areas--

- (1) Linen closet: should be neat and clean.

- (2) Other closets: should be neat and clean. No highly flammable materials should be stored in the unit.
- (3) Other storage areas: should be clean, neat and free of hazards.
- (4) Hot water heater closet should not have items stored next to or close to the hot water heater.

(d) Housekeeping Standards: Outside the Apartment

The following standards apply to family when the area noted is for the exclusive use of Tenant:

- (1) Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
- (2) Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit. Only furniture labeled for outdoor use should be outside.
- (3) Steps (front and rear): should be clean, and free of hazards.
- (4) Sidewalks: should be clean and free of hazards.
- (5) Storm doors: should be clean, with glass or screens intact.
- (6) Parking lot: should be free of abandoned cars. There should be no car repairs in the lots.
- (7) Hallways: should be clean and free of hazards.
- (8) Stairways should be clean and uncluttered
- (9) Utility room: should be free of debris, motor vehicle parts, and flammable materials.
- (10) Maintain the yard in accordance with the terms of the lease.
- (11) Laundry areas should be clean and neat. Remove lint from dryers after each use.

XVIII. Abandonment of Premises Tenant acknowledges and agrees that this Lease and the tenancy on abandonment of premises are hereby established and subject to the requirements of the Statutes of North Carolina sets forth the statutory procedure whereby the NWA may seek to declare that the premises has been abandoned by the Tenant. The Landlord may post a notice of presumed abandonment both inside the rental unit and outside the rental unit. This notice must state that the landlord considers the rental unit to be abandoned and the tenant has ten (10) days to prove otherwise.

XIX. Smoke Free Policy and Applicability

1. Smoking is not to be permitted in individual units or the common spaces or on the property of North Wilkesboro Housing Authority community or facility of any type after the effective date of the Policy, unless otherwise specified. "Smoke" or "smoking" includes lit and inhaled tobacco, electronic cigarettes, K-2/spice, and marijuana, in any form including cigarettes, cigars, pipes, vapes, and hookahs. In addition, "use of tobacco products", also includes snuff/chew.
2. "Individual units" are defined as the interior and exterior spaces tied to a particular multi-family or single family dwelling unit. This includes, but is not limited to, bedrooms, hallways, kitchens, bathrooms, patios, balconies, and unit entryway areas.
3. "Common spaces" are defined as areas within the building interior that are open to the public, including but not limited to entryways, patios or balconies, lobbies, hallways, management offices, public restrooms, housing development centers, stairwells or grounds of the Housing Authority, and any other area of the building that is accessible to employees, residents and guests or any other person.
4. Promotion of Smoke-Free Housing Policy: Tenant shall inform his or her guest of the Smoke-Free Areas. Tenant shall promptly notify NWA in writing of any incident where tobacco smoke is migrating into Tenant's unit from sources outside of Tenant's Unit.
5. NWA Is Not A Guarantor of Smoke-Free Environment: Resident acknowledges that NWA adoption of Smoke-Free Areas, does not make the NWA the guarantor of the Resident's health or of the smoke-free condition of the areas above. However, NWA shall take reasonable steps to enforce this addendum. NWA shall not be required to take steps in response to smoking unless PHA has actual knowledge or has been provided written notice.

Other Tenants Are Third Party Beneficiaries of this Addendum: NWA and Resident agree that the other Tenants of the property are the third party beneficiaries of this policy. A Tenant may sue another Tenant to enforce this policy but does not have the right to evict another Tenant. Any lawsuit between Tenants regarding this policy shall not create a presumption that the NWA has breached this policy.

XX. Unenforceable Lease Provisions Should any paragraph or any portion of any paragraph in this Lease be found to be unenforceable due to any reason whatsoever, including unconstitutionality, it is the intention of the parties that the remaining portions of this Lease which are enforceable remain binding and enforceable upon the parties.

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED ON PART I OF THE LEASE.)