



Muskogee County Community Action Foundation  
*Affordable Housing for Income Qualified Families*

## TABLE OF CONTENTS

<b>ADDENDUM A: ZERO TOLERANCE FOR CRIMINAL ACTIVITY.....</b>	<b>2</b>
<b>ADDENDUM B: SATELLITE DISH/ANTENNA INSTALLATION PERMISSION.....</b>	<b>2</b>
<b>ADDENDUM C: MOLD PREVENTION ADDENDUM.....</b>	<b>3</b>
<b>ADDENDUM D: TENANT GUEST POLICY.....</b>	<b>4</b>
<b>ADDENDUM E: SMOKE FREE PROPERTY.....</b>	<b>5</b>
<b>ADDENDUM F: PEST CONTROL &amp; BED BUGS.....</b>	<b>5</b>
<b>DISCLOSURE a: INFORMATION ON LEAD BASED PAINT AND/OR LEAD BASED PAINT HAZARDS.....</b>	<b>7</b>
<b>DISCLOSURE b: MOLD DISCLOSURE.....</b>	<b>8</b>
<b>DISCLOSURE c: ASBESTOS DISCLOSURE.....</b>	<b>8</b>
<b>ATTACHMENT 1 – INFORMATION AFFIDAVIT.....</b>	<b>9</b>
<b>ATTACHMENT 2 – SINGLE FAMILY HOME STANDARDS.....</b>	<b>10</b>
<b>ATTACHMENT 5-VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005.....</b>	<b>11</b>
<b>ATTACHMENT 7 HOME INVESTMENT PARTNERSHIP PROGRAM.....</b>	<b>12</b>
<b>ATTACHMENT 8 MOVE-OUT NOTICE AND MOVE-OUT PROCEDURES.....</b>	<b>13</b>

## ADDENDUM A: ZERO TOLERANCE FOR CRIMINAL ACTIVITY

This LEASE ADDENDUM is incorporated into and made part of the Lease executed by the Landlord and the Tenant referring to and incorporating the Leased Premises.

The Landlord has zero tolerance for criminal activity in or around the Leased Premises.

This policy applies to all Tenants, Occupants, guests, and visitors in or around the Leased Premises. The Landlord will immediately report any evidence of criminal activity to the proper authorities, and the Tenant's engagement in any criminal activity is a default of the Lease.

The Tenant understands his/her responsibility to call the police/emergency services and report any suspicious activity observed, and then notify the Landlord.

The Tenant understands that disturbances of the peace not only infringe on the neighbors' peaceful enjoyment of their property, but are also a default of the Lease.

In the event of any criminal activity in which the Tenant is directly or indirectly involved, the Landlord will take the legal measures necessary to evict the Tenant(s) from the Leased Premises. This includes but is not limited to illegal drug activity, gang involvement, organized crime and disturbances of the peace.

The Tenant understands that violation of this addendum is a default of the Lease and will result in the Landlord taking the necessary steps towards eviction of the Tenant. The Tenants may then be responsible for the rent remaining due for the balance of the Lease term, court costs, attorney fees, and other charges in accordance with all applicable Oklahoma, local laws and regulations. \* Refer to Addendum 6 for exception.

## ADDENDUM B: SATELLITE DISH/ANTENNA INSTALLATION PERMISSION

The LEASE ADDENDUM is incorporated into and made part of the Lease executed by the Landlord and the Tenant referring to and incorporating the Leased Premises.

The installation and wiring of a Satellite Dish or Antenna may only be performed by a trained and/or licensed professional. All of the specs, sizes and information regarding the equipment, installation and wiring location must be provided to the Landlord prior to installation. The installation may not be on the house, fence, patio, patio cover, driveway, sidewalk, storage shed, deck or deck cover.

A professional installation company must be used for installation and proof of liability insurance is required before equipment is installed. The Tenant is responsible for any damages that may occur from the installation or wiring of the Satellite Dish or Antenna. The installation, maintenance and safety of both activities are the responsibility of the Tenant.

The Landlord reserves the right to request the temporary removal of the Satellite Dish or Antenna if necessary for building repairs or maintenance and will assume no liability for any damages that may occur to the equipment.

At the end of the Lease, all evidence of the installation of the Satellite Dish or Antenna must be removed and/or repaired. Any damages that remain will be subject to charges against but not limited to the security deposit.

If the Tenant violates any part of this Addendum, the Tenant is then in default of the Lease. In the event of a default, the Landlord may initiate legal proceedings in accordance with Oklahoma and local regulations to evict or have the Tenant removed from the Leased Premises as well as seek judgment against the Tenant for any monies owed to the Landlord as a result of the Tenant's default.

## ADDENDUM C: MOLD PREVENTION ADDENDUM

It is the Landlord's objective to maintain the highest quality building environment for any and all Tenants. You are hereby notified that mold can grow if the Leased Premises is not properly maintained and ventilated. If moisture is allowed to accumulate in the building it can cause mildew and mold to grow. It is important that Tenants frequently allow air to circulate in the Leased Premises. It is also important that Tenants keep the inside of the Leased Premises clean and to promptly report to the Landlord any leaks, moisture problems, and/or mold growth. The following are possible causes of indoor moisture issues: humidifiers, steam from cooking, wet clothes, leaky roofs or windows, house plants, shower/bath steam and leaks, constant running water/plumbing leaks, and backed up sewers, overflows, or flooding.

Tenant is responsible for maintenance of the Leased Premises in a manner that prevents occurrence or existence of mold or mildew in the Leased Premises. Tenant agrees to uphold the responsibility in part by complying with the following list of responsibilities.

1. Tenant shall keep the Leased Premises including but not limited to all counter and floor surfaces, windows and window sills, free of dirt and debris that can become a haven for mold and mold growth
2. Tenant shall immediately report to Landlord any water concerns such as running faucets, roof leaks, plumbing leaks, drips, sweating pipes, or discoloration.
3. Tenant shall immediately notify Landlord of water overflowing from bathrooms, kitchen, or laundry and whether overflow was a result of the condition of the Leased Premises from the Tenant's accident or misuse.
4. Tenant shall instantly report to the Landlord any mold growth whatsoever on any surface inside the Leased Premises.
5. Tenant shall allow Landlord to enter the Leased Premises to inspect and make necessary and/or agreed upon or desired repairs.
6. Tenant shall use bathroom fans, if available in their units while showering or bathing and report to the Landlord any non-working fans. If a fan is not provided in your bathroom(s) you shall use a window for ventilation of steam during and after showers, bathing and use of water.
7. Tenant shall use exhaust fans whenever cooking, dishwashing, or cleaning. Tenant shall leave on or open the ventilation until all steam whether in the bathroom or other areas of the Leased Premises is gone.

8. Tenant shall use all reasonable care to close all windows and other openings in the Leased Premises to prevent outdoor water ( i.e rain, sprinklers etc.)
9. Tenant shall clean immediately dry any visible moisture on the surface of windows and/or frames as well as on any other surfaces including personal property. As an example, due to weather conditions inside and outside some homes, the interior surface of some windows and surfaces may “sweat” or become wet due to excessive use of water in the home, laundry being permitted to dry inside, cooking etc. This water shall be removed from the surface of windows immediately so that if the Landlord inspects the Leased Premises, no accumulation of the dirt and debris at the bottom of windows and on window sill should ever be seen.
10. Tenant shall immediately notify the Landlord of any problems with the air conditioning, if any or heating system problems that are discovered by the Tenant. Further, Tenant shall immediately report both verbally and in writing any potential mold causing conditions to the Landlord or the Landlord’s authorized agent.
11. Tenant shall inspect beneath cabinets, vanities, sinks, closets and areas near indoor plants frequently to determine whether there are any leaks or excessive moisture.

If the Tenant violates any part of this Addendum, the Tenant will then be in default of the Lease. In the event of a default, the Landlord may initiate legal proceedings in accordance with all applicable OK and local regulations to evict or have the Tenant removed from the Leased Premises; as well as seek judgment against the Tenant for any monies owed to the Landlord as a result of the Tenant’s default.

## ADDENDUM D: TENANT GUEST POLICY

This LEASE ADDENDUM is incorporated into and made part of the Lease executed by and between Muskogee County Community Action Foundation, Inc. and for the Leased Premises located at : \_\_\_\_\_

A “guest” is defined as a person invited to the Leased Premises by the Tenant(s) and/or Occupant(s) and who is not listed as a tenant in the Lease Agreement.

A guest may NOT stay overnight for more than three (3) consecutive nights or six (6) nights in total during any 30 day period without written permission of the Landlord.

All guest(s) must observe and obey all terms and conditions contained in this Lease. If the Tenant and/or the Tenant’s guest violates any part of the Guest Policy, the Tenant is then in default of the Lease. In the event of a default, the Landlord may initiate legal proceedings in accordance with Oklahoma and local regulations to evict or have the Tenant removed from the Leased Premises as well as seek judgment against the Tenant for any monies owed to the Landlord as a result of the Tenant’s default.

## ADDENDUM E: SMOKE FREE PROPERTY

This Smoke-Free Property Addendum is incorporated into and made part of the Lease Agreement executed by and between Muskogee County Community Action Foundation, Inc. and \_.

The Landlord has implemented a "No Smoking" policy due to the unknown health effects of secondhand smoke, increased cost incurred due to additional maintenance and cleaning, fire risks and higher insurance costs associated with permitted smoking in the Leased Premises. For this Smoke-Free Property Addendum, smoking is defined as inhaling, breathing or carrying a lit cigarette, cigar, pipe or other tobacco or non-tobacco smoke products in any form, legal or illegal.

The Tenant(S), occupants, and Tenant's invitees and guests acknowledge the Leased Premises are designed as a smoke-free living space. No smoking anywhere within the rental unit is permitted. Where applicable, smoking shall not be permitted in any common areas, including but not limited to, hallways, garages, storage sheds, adjoining grounds, balconies and/or patios. Tenant's acknowledge that the Landlord does not promise or guarantee a smoke-free living space. Additionally, Tenant(s) acknowledge that Landlord's implementation of a smoke-free living space does not make the Landlord responsible for the Tenant(s) health or of the smoke-free condition of the Tenant's unit and the common areas. However, Landlord will try to enforce the terms within this Smoke-Free Property Addendum with the Leased to create a smoke-free environment.

Tenant accepts the Landlord has limited ability to police, monitor or enforce the terms of this Smoke-Free Property Addendum. Tenant understands enforcement depends upon the compliance of the Tenant(s), occupants, Tenant's guests and invitees. Landlord puts on notice of any Tenant(s) with respiratory illness, diseases, allergies or any other physical or mental condition relating to the effects of smoke that the Landlord assumes no greater duty of care to enforce this Addendum than any other Landlord Obligation under the Lease.

If the Tenant violates any part of this Addendum, the Tenant(s) will then be in default of the Lease. If a default occurs, the Landlord may initiate legal proceedings under all applicable laws and regulations to evict or have the Tenant(s) removed from the Leased Premises and seek judgment against the Tenant for any monies owed to the Landlord as a result of the Tenant's default.

## ADDENDUM F: PEST CONTROL & BED BUGS

The Pest Control-Bed Bug Addendum is incorporated into and made part of the Lease executed by and between the above referenced Landlord and Tenants, for the Leased Premises above. Landlord and Tenant agree as follows :

1. Tenant must report any pest infestation and/or problems with the Leased Premises as soon as it is noticed. This includes but is not limited to bed bugs, roaches, ants, carpenter ants, termites, mice and rats.

2. Landlord and Tenant agree that any violation of this Pest Control Bed Bug Addendum is said to be a violation of the Residential Lease Agreement.
3. The Tenant acknowledges that Landlord's implementation of this Pest Control Bed Bug Addendum, and all efforts to provide pest free surroundings, does not in any way alter that standard of care that the Landlord owes Tenant under the Residential Lease Agreement. Tenant understands and agrees that the Landlord's ability to control, take care of or enforce terms and conditions of the Pest Control Bed Bug Addendum is reliant in a large part on the Tenant's compliance and cooperation.
4. Tenant agrees to cooperate with the Landlord in all efforts and course of action required to erase and control any pest infestation. Tenant's full cooperation shall be considered as including but not limited to immediately reporting any pest infestations including that of bed bugs to the Landlord, and permitting any entry to complete any inspections, pre-treatments and treatment for a specified time frame may be necessary.
5. Tenant will follow all directions and perform any critical actions to comply with all the post-treatment requirements to keep the Leased Premises pest free and minimize any re-infestations.
6. Tenant has been informed that used or secondhand furniture is one of the most frequent ways that Bed Bugs and roaches are introduced and spread. Tenant agrees not to acquire or purchase used or secondhand furniture. Sharing vacuum cleaners is another highly common way to spread bed bugs and roaches.
7. In case of any conflict between the terms and conditions of the Residential Lease Agreement and this Pest Control Bed Bug Addendum, the provisions of this Pest Control Bed Bug Addendum shall prevail.
8. The Tenant has received the attached "Pest Control Tips" and will read and follow the guidelines within the document.
9. Remove food, trash, decaying wood, etc. as quickly as possible.
10. Keep all areas where food is prepared, stored and served clean and free of crumbs and grease.
11. Store dry foods off the floor and away from walls.
12. Cover or seal trash tightly.
13. Do not accumulate trash or debris in or around the Leased Premises.
14. Make sure that all pest entry points are sealed.
15. Make sure that all gaps larger than 1/4 inches are closed or sealed.
16. Check for and immediately report to Landlord any structural damage such as moisture-damaged wood.
17. Make sure windows and screens are not in disrepair.
18. Look for and report any holes where roofs overlap.
19. Report clogged gutters to the Landlord.
20. Shuffle stored items regularly and keep boxes tightly sealed in plastic bags.
21. Check the storage area for rodents.
22. Garbage can lid should be kept closed and secured.
23. Before storing end-of-season clothes, make sure they are clean

24. Drawer and cabinet liners, paper grocery bags and even wall paper can be a source of food to pests. Make sure that all paper bags are immediately removed from the Leased Premises.
25. Carefully check for pests in future, boxes, paper and other items brought into your home. Second-hand furniture is the number one carrier of bed bugs.
26. Areas where pipes, cables and wires enter walls and sockets should be sealed completely. Report any openings to the Landlord.
27. Learn to identify signs of bed bugs such as small rust colored stains on mattresses or seat cushions.

## DISCLOSURE a: INFORMATION ON LEAD BASED PAINT AND/OR LEAD BASED PAINT HAZARDS

### Lead Warning Statement

Housing built before 1978 may contain Lead-Based Paint. Lead from paint, paint chips, and dust can pose a health hazard if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

### Lessor's Disclosure

Presence of lead-based paint and/or lead-based paint hazards (check(i) or (ii) below:

(i) \_\_\_\_\_ known lead-based paint and/or lead-based paint hazards are present in the housing.  
(explain) \_\_\_\_\_

(ii)  Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Records and reports available to the lessor (check(i) or (ii) below:

(i)  Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead: Test Results from testing done during April 2023.

(ii) \_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based hazards in the housing.

### Lessee's Acknowledgment (initial)

\_\_\_\_\_ Lessee has received copies of all information listed above.

\_\_\_\_\_ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

### Agent's Acknowledgement (initial)

\_\_\_\_\_ Agent has informed the lessor of the lessor's obligation under U.S.C.(d) and is aware of his/her responsibility to ensure compliance.

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

## DISCLOSURE b: MOLD DISCLOSURE

This Mold Disclosure is incorporated into and made part of the lease executed by the Landlord and the Tenant. Referring to and incorporating the Leased Premises.

Potential health effects and symptoms associated with mold exposures include allergic reactions, asthma, and other respiratory complaints. Mold can be found almost anywhere and can grow on virtually any substance, providing moisture is present. There is no practical way to eliminate all mold and mold spores in an indoor environment. The best way to control indoor mold growth is by controlling moisture.

Tenant acknowledges that the Landlord has provided direction to the Tenant on how to obtain mold informational pamphlets that are made available to the public through the United States Environmental Protection Agency (EPA). These pamphlets can be accessed by any of the methods listed below:

Mail: Protection U.S EPA/Office of Radiation and Indoor Air  
Indoor Environments Division  
1200 Pennsylvania Avenue, NW  
Mail Code 6609J  
Washington, DC 20460

Phone: (202)343-370 or Website: <http://www.epa.gov/iaq/molds/index.html>

\_\_\_\_\_ Landlord discloses any known information concerning mold located in or around the following areas of the Leased Premises:

---

---

---

It is not known by the Landlord whether or whether not mold is located in or around the following areas of the Leased Premises

## DISCLOSURE c: ASBESTOS DISCLOSURE

Asbestos is a common building material that may be present in many buildings constructed prior to 1981.

The United States Environmental Protection Agency (EPA) has determined the mere presence of asbestos materials does not pose a health risk to residents and that such materials are safe as long as they are not disturbed or dislodged in a manner that causes the asbestos fibers to be released. Sanding, scraping, pounding and other remodeling techniques that release dust may cause asbestos particles to become airborne.

EPA rules do not require the material to be removed. Federal law requires that reasonable precautions are taken to minimize the change of damage or disturbance of asbestos containing materials.

Tenant(s) acknowledge that this is a warning that the Leased Premises may contain asbestos and may expose him/her to a chemical known to cause cancer.

Tenant(s) agree that no improvements, alterations, modifications, or repairs to the premises shall be made without the express approval of the Landlord. This approval will depend upon acceptance of a written plan of protection from the release of or exposure to asbestos.

Tenant(s) may hang only pictures and other wall ornaments with hangers that are less than ¼ inch in diameter. Tenant(s) will notify the Landlord immediately where there exists a hole larger than ¼ inch in diameter, evidence of a water leak, and/or any appearance of crumbling or peeling in the wallboard or ceilings.

(Landlord Must Check One)

Landlord discloses any known information concerning asbestos hazards located in or around the following areas of the Leased Premises:

---

Landlord has NO knowledge of asbestos and/or asbestos hazards located in or around the Leased Premises.

## ATTACHMENT 1 – INFORMATION AFFIDAVIT

This is an addendum to the Lease Contract executed by you, Tenant(s) on the dwelling you have agreed to rent.

We, as the owner of the dwelling you are renting, are participating in the HUD housing program. This program requires both you and us to agree to certain provisions contained in this addendum.

**ACCURATE INFORMATION ON APPLICATION:** By signing this addendum, you are certifying that the information provided in the rental application or any supplemental rental application regarding your household annual income is true and accurate.

**FUTURE REQUEST FOR INFORMATION:** By signing this addendum, you agree that the annual income and other eligibility requirements for participation in this government regulated affordable housing program are substantial and material obligations under the lease contract. You agree to comply promptly with all requests for information regarding annual income and eligibility, including requests by the owner and appropriate government monitoring agency. The requests to you may be made to you now and any time during the lease contract term or renewal period.

**INACCURATE INFORMATION AS GROUNDS FOR EVICTION:** If you refuse to answer or if you do not provide accurate information in response to those requests, it will be considered a substantial violation of the lease contract and you may be evicted.

STUDENT STATUS: By signing this addendum, you agree to notify the owner, in writing, if there are any changes in the student's status of any residents (including replacement residents) occupying the unit at any time.

FELONY CONVICTION: You hereby certify that no one (including yourself) in your household has been convicted of or plead guilty or nolo contendere to a felony. Additionally, by signing this addendum, you agree to notify the owner, in writing, if anyone in the household is charged with, convicted of or pleads guilty or nolo contendere to a felony any time during your occupancy.

## ATTACHMENT 2 – SINGLE FAMILY HOME STANDARDS

### Single Family Home Standards

This is an addendum to the Lease Contract executed by you, Tenant(s) on the dwelling you have agreed to rent.

1. Lawn care: All lawn care is the responsibility of the tenant. Owner will enforce the following policies with regard to lawn care to ensure the same good standard for all of our tenants.
  - a. Front lawns must be kept neat and free of objects. Side and back yards must be kept free of trash and debris.
  - b. Lawn furniture may only be kept in the backyard.
  - c. Grass must be cut and maintained at a length between 1" and 3" high.
  - d. All raised objects, buildings and edges must be kept trimmed. Any objects not fixed to the grounds or buildings must be moved to mow and trim around and underneath.
  - e. Curbs, walks and drives must be edged regularly.
  - f. Clippings must be cleaned up, bagged and properly disposed of.
  - g. Walkway paths may not be altered on the property.
  - h. Planters must be approved by the property manager.
  - i. Trees and shrubs must be kept pruned and neat. Dead and unhealthy branches must be removed.
  - j. Flower and shrub beds must be kept neat and weeded. Flowerbeds should not extend more than 30" from the walls of the home.
  - k. Shrub beds may be no more than two times the size of the bush or tree without approval of the property manager.
  - l. Lawns, shrubs and trees must be watered routinely.
  - m. No cactus of any type may be planted on the property as these are hard to control and contain.
  - n. If it becomes necessary, as deemed by the property manager, lawn care will be contracted or performed by MCCAFA to meet the standards stated above and the cost will be charged to the tenant. In the case that this becomes necessary, the property manager will provide 24-hour written notice that the lawn must be mowed or lawn care will be contracted or performed by MCCAFA. If, at the conclusion of the 24 hours, the lawn has not been mowed, the property manager

will then contract or perform lawn care services and the tenant will be responsible for the actual charges.

2. Exterior Maintenance

- a. All porches must be kept clean and swept. No trash is to be kept on porches.
- b. Nothing is to be attached to the exterior of the home. Cables are not to be installed to the front of the home.
- c. All trash must be kept in a trash receptacle with a lid. These must be kept in the backyard or garage except for the day of the garbage pickup.
- d. Trash must be put out for collection weekly. Anything left by the trash collection must be cleaned up and the trash receptacles stored the same days.
- e. Vehicles are not to be parked on the property or in the street if they are not legally tagged and/or operational. Vehicles which are not legally tagged and/or operational will be towed at the tenant's expense.

3. Interior Maintenance

- a. Tenant will be responsible for unclogging any drain or toilet in the home and reporting any water damage to the home to the owner/landlord upon occurrence. Any damage from clogs will be charged to the Tenant.
- b. Tenant will be required to maintain and replace filters to the air handling system.
- c. Any damage to the garage door or garage door opener, that is not a manufacturer's defect, will be charged to the tenant.
- d. Residents will NOT repair or install any electrical, plumbing, gas fixture or appliance.
- e. Preventative maintenance inspections will be conducted by the property manager each month to check for common maintenance issues and to assist in working together with the tenant to be proactive in addressing such maintenance concerns.

There are no agreements, verbal or otherwise, between the Tenant and the owner except as expressed in this agreement. Tenant understands and agrees that the property manager has no authority to modify, change or alter this Agreement or make verbal agreements in connection with this tenancy, either before or during occupancy.

## ATTACHMENT 5-VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

### Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

### Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

#### Term of the Lease Addendum

The effective date of this Lease Addendum is May 1, 2023. This Lease Addendum shall continue to be in effect until the Lease is terminated.

#### VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

## ATTACHMENT 7 HOME INVESTMENT PARTNERSHIP PROGRAM

#### Lease Addendum / Required Language

This is an addendum to the Lease Contract executed by \_\_\_\_\_

The owner of the dwelling you are renting is participating in the Federal HOME Investment Partnerships Affordable Housing Program. This program requires both parties to agree to certain provisions below.

**INCOME ELIGIBILITY / ANNUAL INCOME RECERTIFICATIONS:** Resident(s) agrees to comply with owner request to recertify HOME income eligibility on an annual basis. Failure to cooperate with such requests constitutes a violation of the lease. Deliberately providing false information can result in termination of the lease.

**HOME RENT RESTRICTIONS / RENT INCREASES:** Rents are subject to the rent restrictions of the HOME Program. Owner may adjust rents in accordance with the HOME Rent limits according to the type of HOME unit occupied (High / Low). Rent may be increased with a 30 day prior notice to the resident. Rent increases will be made according to the following:

1. At expiration of initial lease,
2. At the beginning of any continuing month on a month to month basis.
3. As approved by Oklahoma Housing Finance Agency

The following paragraph applies only to Fixed HOME units without layered Low Income Housing Tax Credits (LIHTC): The rents for residents whose incomes, at recertification, go over the 80% HOME income limits for the high HOME unit they occupy will be increased. The owner will adjust residents' income and charge 30% of residents' monthly income in rent. If this applies, residents should initial next to the paragraph.

**LEASE RENEWAL:** Owner shall terminate tenancy or refuse to renew a lease only upon 30 days' written notice, and only for: serious or repeated violation of the terms and conditions of the lease; violation of applicable federal, state or local law; completion of the tenancy period for transitional housing or for other good cause.

**ANNUAL UNIT INSPECTION:** Owner retains the right to inspect, and to permit the Participating Jurisdiction (PJ) and HUD to inspect at least annually. Residents will be given no less than 24 hours' notice prior to a routine inspection.

**ACCESSIBLE UNITS:** Owner retains the right to ask a resident occupying, but not having the need for, an accessible unit to transfer to a comparable non-accessible unit, should the accessible unit be needed by a person with the need.

**LEAD WARNING STATEMENT (for properties built prior to 1978):** If applicable, owner must comply with notification requirements to Tenant.

## ATTACHMENT 8 MOVE-OUT NOTICE AND MOVE-OUT PROCEDURES

1. **MOVE-OUT NOTICE-** Before moving out, you must give our representative advance written move-out notice as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire Lease Contract term if you move out early except under the military clause.
2. **OUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:**
  - a. We must receive advance written notice of your move-out date. The advance notice must be at least the number of days of notice required in Section 8, page 4 of the Lease Contract. Oral move-out notice will not be accepted and will not terminate your Lease Contract.
  - b. Your move-out notice must not terminate the Lease Contract sooner than the end of the Lease Contract term or renewal period.
3. **YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE.** Please use our written move-out form. You must obtain from our representative written acknowledgement that we received your move-out notice. If we terminate the Lease Contract, we must give you the same advance notice unless you are in default.
4. **MOVE-OUT PROCEDURES:** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full. Early move-out may result in re-renting charges and acceleration of future rent . You're prohibited from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must abandon the house before the 30-day period for refund of deposit to begin. You must give us and the U.S Postal Service, in writing, each resident's forwarding address.

5. **CLEANING:** You must thoroughly clean the house, including doors, windows, bathrooms and bathroom fixtures, kitchen and kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.
6. **MOVE-OUT INSPECTION:** You must meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.
7. **SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES:** You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the house and is missing; replacing dead or missing smoke detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved-out); trips to open the house when you or any guest or occupant is missing a key; unreturned keys; missing or burned out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed re-letting charges; packing, removing or storing property removed or stored under paragraph 14; removing illegally parked vehicles; special trips for removal of trash caused by parked vehicles blocking dumpsters; false security alarm charges unless due to our negligence; animal related charges; government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late payment and returned check charges; a charge (not to exceed \$100) for our time and inconvenience in our lawful removal of an animal or any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract as specified in Attachment 10, Pages 35 – 38.
  - a. You'll be liable to us for charges for replacing all keys and access devices referenced in Addendum G, Page 17, if you fail to return them on or before your actual move-out date.
8. **DEPOSIT RETURN, SURRENDER, AND ABANDONMENT:** After we receive written request for deposit refund, we will mail you your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 days after surrender or abandonment, unless statutes provide otherwise.
9. You have surrendered the house when: (1) the move-out date has passed and no one is living in the house in our reasonable judgment; or (2) all house keys and access devices listed in Addendum G, Page 17 have been turned in where rent is paid-whichever date comes first.
10. You have abandoned the house when all of the following have occurred: (1) everyone appears to have moved out in our reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment; (3)

you've been in default for non-payment of rent for 5 consecutive days, or water, gas, or electric service for the house not connected in our name has been terminated; and (4) you've not responded for 2 days to our notice left on the inside of the main entry door, stating that we consider the house abandoned. A house is also "abandoned" 10 days after the death of a sole resident.

11. Surrender, abandonment, and judicial eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and re-let the house; determine any security deposit deductions; and remove property left in the house. Surrender, abandonment, and judicial eviction affect your rights to property left in the house, but do not affect our mitigation obligations.