



DWELLING LEASE

1. IDENTIFICATION OF PARTIES & PREMISES.

(a) The Macon Housing Authority (hereinafter called "Management"), relying upon the statements and information given by \_\_\_\_\_ concerning the household composition, employment, and income of all family members as reported in Resident's signed Application for Admission or Application for Continued Occupancy, as "Head of Household" as listed in subparagraph (b) below (who shall also be included within the definition of "Resident" as set forth below), agreeing to such terms and conditions of this lease, does hereby lease and take possession of the premises designated as Apartment Number \_\_\_\_\_, located at \_\_\_\_\_ (hereinafter sometimes called the "premises", "apartment" or "dwelling unit"), consisting of \_\_\_\_\_ bedrooms.

(b) Identity of Resident. The word "Resident" as used in this lease is intended to be equivalent and synonymous with the legal term "Tenant" as defined by Georgia Landlord Tenancy Law and the Code of Federal Regulations and to encompass the following persons, both jointly and individually, whenever the word is used in this lease:

- 1. \_\_\_\_\_ (Head of Household)
2. \_\_\_\_\_ 3. \_\_\_\_\_
4. \_\_\_\_\_ 5. \_\_\_\_\_
6. \_\_\_\_\_ 7. \_\_\_\_\_
8. \_\_\_\_\_ 9. \_\_\_\_\_
10. \_\_\_\_\_

The word "Resident" (and any pronoun referring thereto) shall be deemed to include the masculine and feminine gender, and singular and plural as appropriate.

(c) Leasehold Interest. Notwithstanding anything that may be suggested to the contrary in subparagraph (a) and (b) above, only the person identified in this lease as "Head of Household" shall have any leasehold, usufructuary interest or other contractual interest in the "premises." If any of the other persons listed in the foregoing subparagraph signs the lease, he shall have no independent or separate rights under this lease agreement and shall have no leasehold interest or contract rights whatsoever in the premises, but shall be entitled to occupy the premises only as part of the family unit of the "Head of Household", and only for so long as this lease agreement between Management and "Head of Household" remains in effect. If Management's lease with "Head of Household" is terminated for any reason (including but not limited to violation of any provision of this agreement by Head of Household, by any of the other members of his family, or by any guests, or as a result of death, disability or voluntary move-out by the Head of Household), then the remaining persons listed in this subparagraph may, at the option of Management, be summarily removed from the premises without any grievance proceedings and without court proceedings. Each Resident listed above understands that the lease agreement between Management and "Head of Household" may be terminated in the event "Head of Household" or any other Resident or a guest of any Resident violates any of the provisions of this lease.

Each Resident signing this lease warrants and represents that he will fulfill all of the obligations imposed upon "Head of Household" under this lease and will not violate (or allow anyone else to violate) any of the provisions of this lease. In consideration for Management's lease of the premises to "Head of Household" each Resident so signing also represents that he will be jointly and severally liable for any liabilities under this lease which the "Head of Household" fails to pay for any reason whatsoever, including, but not limited to, debts or obligations incurred under a pre-existing lease with Management, rent, retroactive rent charges, repair charges, excess utilities, security deposits, fire damage charges, or other damage claims. It is understood that each Resident signing this lease shall be jointly and severally liable even if such liability is due to some action not the fault of all of the Residents who sign. Finally, the "Head of Household" understands that he is responsible for the actions of himself, each person comprising part of the family unit who may be living at the premises, and any guests, and that the "Head of Household" is responsible for the actions of and the income and job status of each person, regardless of the knowledge or lack of knowledge of "Head of Household". In the event that any actions of any person living in the premises cause "Head of Household" to be in violation of any terms of this agreement (whether knowingly or not), Management may terminate this lease agreement in accordance with its terms.

(d) Persons who may use the premises. The Resident shall have the right to exclusive use and occupancy of the premises. Only members of Resident's family listed in Paragraph 1(b) of this Section may reside in the unit. Unless unusual circumstances exist as determined by Management, and unless Management has specifically given Resident prior written permission, no guest will be permitted to visit overnight or remain overnight at the premises on a regular or irregular basis for more than fourteen (14) consecutive nights within any twelve (12) month period and no more than a total of thirty (30) times in any twelve (12) month period. Resident may make written request, in advance, for an extension of time, or for repeated visits for the same individual and after considering the merits of the case, Management will advise Resident in writing of its decision. Resident may not provide accommodations to "boarders" or "lodgers."

(e) With the advance written consent of Management, Resident may engage in legal profit-making activities in the dwelling unit, where Management determines that such activities are incidental to the primary use of the leased unit for residence by Resident.

(f) With the written consent of Management, a foster child or a live-in aide may reside in the unit. Management may adopt reasonable policies concerning residence of a foster child or a live-in aide, and defining the circumstances in which Management consent will be given or denied and such policies are incorporated into this lease by reference.

(g) Boarders and lodgers. Persons not listed on the lease who give a Macon Housing Authority address as their residence to governmental agencies, law enforcement personnel, utility companies, employers, creditors, financial institutions or any other person or entity, will be considered as a boarder or lodger (and not a "guest") in Resident's household.

(h) Addition of new family members. Addition of family members, other than through birth of a child to a family member on the lease, must be approved in advance by Management. Such additions must meet requirements outlined in Management's Admission and Continued Occupancy Policy (ACOP) as amended from time to time, which is incorporated in this lease by reference to the same as if set forth herein, and any proposed additions will not be approved unless the ACOP requirements are met.

(i) Serious violations. Failure to comply with the terms of this subsection shall be considered a serious violation of the terms and conditions of this lease.

## **2. TERM OF LEASE, AMOUNT AND DUE DATE OF PAYMENT.**

(a) This lease shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and have a term of twelve (12) months and end at midnight on the last day of the twelfth (12th )month, at a "Total Resident Payment" of \$\_\_\_\_\_ per month. The net rent payable by the Resident shall be the "Total Resident Payment" less the allowance (if any) for utilities under Management's existing or future lease.

(b) This lease shall automatically be renewed for successive terms of one year at the "Total Resident Payment" of \$\_\_\_\_\_ per month.

(c) Rent is due and payable in advance, without notice, during office hours on the first (1st) day of each month and is delinquent if payment in full is not actually received by Management by the close of business on the 7th day of the month. If the 7th day is on Saturday or Sunday, or a legal holiday, the next business day will be deemed the 7th day. Payment must be received by Management during normal business hours (8:00 a.m. to 5:00 p.m., excluding lunch hour) except that where site offices have different or shorter posted office hours, these posted hours shall control and payments must be received within such posted hours in order to be timely made. Acceptance of late payment of rent by Management does not in any manner imply a change in the terms of this lease and in no way changes the due dates for rental payments in the future.

(d) Charges for maintenance and repair beyond normal wear and tear will be assessed based upon the posted schedule of charges (as amended) which is hereby made a part of this lease by reference. Such charges (and any other charges under this lease) shall become due and payable on the first day of the second month following the month in which the charge was incurred.

(e) Management may accept personal checks if it wishes, but reserves the right to insist that all obligations be paid in cash.

(f) Failure to comply with the terms of this Section shall be considered a serious violation of the terms and conditions of this lease.

## **3. SECURITY DEPOSIT.**

(a) Amount and payment of deposit. Resident agrees to pay a security deposit of fifty dollars (\$50.00) which is due in full upon the signing of this lease. Failure to pay the required minimum deposit shall constitute a serious violation and is grounds for termination of the lease. Security deposit will be placed in an escrow account in accordance with Georgia law.

(b) Inspection of premises. Management and Resident (or his representative) shall be obligated to inspect the premises prior to commencement of occupancy by the Resident. Resident understands and confirms with his signature on this lease and by his initial payment of this deposit, that he has been presented for his permanent retention a comprehensive listing of any existing damages to the premises, that he has inspected the premises for the accuracy of this listing, and has either signed this listing, or if he has refused to sign, he has attached a signed statement of his objections to this listing. Management will perform a move-out inspection upon termination of the lease and will list all damages to the premises. Resident shall be entitled to participate in the inspection unless Resident vacates without notice. Resident must sign this move-out inspection or dissent in writing.

(c) Refund of security deposit. Head of Household understands that should he vacate the unit voluntarily or involuntarily, Management is entitled to retain his security deposit for application toward any outstanding balance remaining in Resident's account. The balance of the security deposit (if any) will be refunded to Head of Household upon termination of the lease provided:

- (1) Rent and other charges are paid in full;
- (2) There is no damage to the apartment or its equipment (or garbage containers if provided by Management) beyond that due to normal wear and tear;
- (3) Head of Household has signed a "Notice of Intent to Vacate" and turned such notice in to Management at the office; and
- (4) All keys, including mailbox key, to the apartment are returned to Management.

Any portion of the security deposit that is not retained by Management for the reasons above will be refunded to Resident within thirty (30) days after the lease is terminated. An itemized statement of any deductions retained by Management from the security deposit, together with a check for any unused balance will be mailed to the Resident at such forwarding address as is furnished by Resident. Security deposit may not be applied to rent and other charges while Resident is in occupancy.

#### **4. UTILITIES AND EQUIPMENT.**

Management agrees to either furnish gas, electricity, water and sewerage or credit "an allowance" for some or all of same. Telephone service, T.V., cable and wiring for Resident supplied appliances and equipment shall not be furnished as utilities, nor shall Management furnish any allowance at to these items. Where utilities are furnished by Management, Head of Household and every other Resident signing this lease shall pay excess utility charges in accordance with Management's schedules or policies as now or hereafter adopted.

Attached to this lease is a copy of the current schedule of utilities that has been adopted by Management. Management reserves the right to amend this schedule of utilities as required and to make appropriate interim changes in rent if necessitated by changes in the schedule of utilities. Changes in the schedule of utilities will be made in accordance with Federal regulations, and such changes shall be made only after the appropriate notice period has expired, and only after appropriate notice of the change has been given to Residents either directly, or by mail, or by posting as required by Federal regulations.

To the extent that water, electricity, gas or sewerage are not furnished by Management, the Resident shall be responsible for making application for and securing such utilities, and shall pay directly to the utility company, all deposits and charges necessary to secure service and maintain uninterrupted service. Failure to secure utility service, or failure to maintain utility service (such as, for example, failure to pay utility charges resulting in termination of a utility) shall be a serious violation and grounds for eviction, and in addition, Resident shall be liable for any fire damages or any other damages suffered by Management (or any of its other Residents) caused by failure of Resident to maintain, or to secure utility services not furnished by Management.

Management agrees to furnish a heating unit, cooking range, refrigerator and water heater without additional charge.

In those situations where Management furnishes some or all utilities to the Resident, Management will not be responsible for failure to furnish or to continue furnishing utilities for any reason or cause beyond its control.

Without limitation, Management will assume no responsibility for damage to food in a Management-provided refrigerator or in any other refrigerator or freezer, including damage from loss of food caused by the failure of Management-owned equipment, electrical wiring or any other cause. Provided, however, this exclusion shall not be applicable if such food loss is caused by a negligent or intentional omission by Management or its agents.

#### **5. RE-DETERMINATION OF ELIGIBILITY, RENT AND UNIT SIZE**

Residents understand that this lease agreement is governed by Federal regulations and by Management regulations and policies, including, but not limited to, the regulations which have been adopted (or may hereafter be adopted) by Management for the benefit and well being of the neighborhood and the Residents, which regulations are set forth in Management's "Admission and Continued Occupancy Policy" (hereinafter sometimes "ACOP"). As explained in Federal regulations, in ACOP, and in other portions of this lease, the eligibility of the Head of Household (and his family) to remain on the premises, the determination of the appropriate rental, and the size of the Head of Household's apartment are all based upon a number of factors, including, but not limited to, the income of each Resident and the size and composition of each Resident's family. Head of Household, each person named on this lease and each Resident understands that he must report any and all changes including, but not limited to, any change in income, and change in family size or composition.

All provisions of the ACOP are incorporated herein by reference the same as if specifically attached and made a part of this lease, and each Resident is urged to familiarize themselves with the detailed provisions of the ACOP, a copy of which is posted in your neighborhood office for your review. If any Resident has any question about exactly what his rights and duties are in a given situation, he is urged to request clarification from this Resident Services Coordinator so that the Resident may insure that he is in compliance with the requirements of this lease and ACOP. Failure to comply with any of the provisions of Section 5 of this lease and with ACOP shall constitute serious violations of this lease and shall be grounds for termination.

The following paragraphs explain the circumstances under which the Head of Household's rent may be changed and also explains the obligation of each Resident to report changes in income or family size or composition to Management. However, the following paragraphs are not as detailed as the ACOP, and reference to ACOP is made for a full and complete explanation.

(a) Annual Re-examination. At such time as Management shall require, and not less frequently than annually, Resident shall furnish (at the time and place specified by Management and in the precise form prescribed by Management) any and all information as to the composition of Head of Household's family, including without limitation, the ages, the sex, income and assets of each Resident. This annual re-examination of income and family circumstances is conducted as required by Federal regulations, and is necessary to determine among other things the following: each Resident's continued eligibility for occupancy; the appropriateness of the unit size; and the appropriate "Total Resident Payment" to be charged to the family. When Head of Household is notified of the time and place to appear for an annual re-examination (or for special re-examination or interim re-determination as provided in the following paragraphs), Head of Household shall be obligated to appear at such time and place, or to call or otherwise notify Management in advance that such time and place is unsatisfactory. When notified, Management will make reasonable and appropriate arrangements for a new time and/or

place. However, if Head of Household fails to attend the scheduled meeting, or fails to notify Management in advance that he will not be able to attend, fails to sign documents requested by Management or fails to provide adequate verification as requested by Management, this shall be considered a serious violation of the lease and Head of Household's lease may be terminated.

Each Head of Household will be given written notice of the effective annual re-examination date. Decreases or increases in rent resulting from annual re-examination shall be effective as of the annual re-examination date. Rent as fixed in Section 2 hereof, or as adjusted pursuant to annual re-examination will remain in effect for the period between annual rent re-determination unless (1) Management establishes a "special rent" at the time of regular re-examination; (2) Management establishes a "special rent" at the time of regular re-examination because Resident's income was unstable (see subparagraph (c) below); (3) the Head of Household or members of his household begins receiving a new source of income, suffers a loss of income, or gains or loses a family member. (See Interim Re-determination, subparagraph (b) below). Any and all such changes must be reported to Management in writing within ten days of their occurrence.

Residents that have elected to pay a flat monthly rent amount as established by Federal laws and guidelines shall comply with all provisions of these policies governing re-examination except that re-examinations for Residents in the flat rent program will be every three (3) years and not annually. Residents that have elected to pay a flat monthly rent will also be required to submit to interim examinations in the event Macon Housing Authority has any reasonable suspicion the Resident has engaged in fraud, criminal activity or other serious lease violations.

Failure to comply with any provisions of this subparagraph shall be considered a serious violation of the lease.

(b) Interim Re-determination. Interim adjustment of rent (either up or down) shall be made in accordance with HUD regulations for families that experience income changes resulting from the loss or gain of a family member, gain or loss of a family member, gain or loss of source(s) of income, or decrease of income.

Head of Household and each Resident shall report any and all changes in family composition, status, circumstances or income in the form prescribed by Management. This requirement includes Resident's responsibility to notify Management when a named Resident no longer resides in the dwelling or is no longer a member of the household. All such changes must be reported to Management in writing, within ten days of their occurrence. Decreases in rent resulting from such changes will be made effective the first of the month following the month in which the Head of Household reports the change, provided that satisfactory verification is received by Management within thirty days of the date that the Head of Household reports the change. However, if Head of Household fails to provide Management with satisfactory verification of the reported change within the thirty day period, the reduction in rent will not be made effective the first of the month following the date that Resident reported the change, but shall be made effective the first of the month following the month in which verification is finally received by Management.

Increases in rent shall be made effective the first of the second month following that in which the change occurred (and not the date that the change was reported). For example, the date that employment begins (and not the date that income was first received from employment) shall be considered the date that the change "occurred". For other income, the change shall be deemed to have "occurred" on the date of the beginning of the period covered by the payment received, and not the date that the payment is actually received.

Failure to comply with any of the provisions of this subparagraph shall be considered a serious violation of the lease.

(c) Special Re-examination. If at the time of admission, any re-examination, or any interim re-determination, Management is unable to make a reasonable estimate of any Resident's income for the following twelve months (after Resident has furnished the required statements and certifications), or if determining income is impossible because adequate verification cannot be obtained, or because the income is unstable or because of any other reason, a special re-examination shall be scheduled and the head of Household may be (at Management's sole discretion) placed upon a "temporary Total Resident Payment" based upon the best available data and provided that Management is satisfied that the family is of low income and within the approved income limits but cannot make an accurate determination of income for the purposes of determining rent. Under these circumstances, Management may establish a "temporary Total Resident Payment" in accordance with its ACOP ("temporary Total Resident Payment" is referred to therein as a "temporary rent"). Special re-examinations will continue until such time as a reasonable estimate of income can be made and the re-examination can be completed. The special re-examination shall not replace the annual re-examination.

If Management decides in its discretion to establish a "temporary Total Resident Payment", the Head of Household will be notified of this action. When his appropriate rent is finally determined, it will be effective retroactive to the date of admission or re-examination, and Residents shall be required to pay to Management any difference between the amount finally determined as due and the amount paid as a "temporary Total Resident Payment." In the event Residents have paid more than is required, Management will credit Head of Household's account with the overpayment. At any special re-examination, all factors relating to both rent and eligibility of each Resident shall be considered.

Failure to comply with the provisions of this subparagraph shall be a serious violation of the lease.

(d) Changes in Lease, Apartment Size and Misrepresentation or Failure to Report. If on the basis of information furnished by any Resident or gathered by other sources, Management determines that:

(1) Any Resident's income or other family circumstances warrant a change in rent under Management's approved schedule of rents posted in site offices, a new lease will be executed or Management will mail or deliver to Head of Household a written "Notice of Rent Adjustment" and such notice of rent adjustment shall automatically constitute an amendment to this lease;

(2) Head of Household's family composition no longer conforms to Management's occupancy standard (ACOP or any other applicable Federal or State standard or regulation) for the unit occupied, Head of Household agrees to transfer, within ten (10) working days after Management issues Resident a Notice to Transfer to an appropriate sized dwelling unit based on family composition. (All transfers shall be made in accordance with Management's transfer policy in ACOP);

(3) Head of Household has misrepresented or failed to report facts (or changes in the facts) upon which the Head of Household's rent is based so that he is paying less than he should be paying (or if any Resident has misrepresented facts with the same result), the increase in rent shall be made retroactive to the date that the increase in income occurred. (Each Resident, jointly and severally, may be required to pay within seven days of written notification by Management the difference between the rent that has been paid and the amount that should have been paid, and in addition, any Resident misrepresenting any fact may be subject to civil and criminal penalties, including termination of Head of Household's lease);

(4) Any Resident that has misrepresented or failed to report information, whether intentionally or not, in order to appear as eligible for public housing at the time of admission or re-examination, Head of Household and all Residents may be required to vacate even though he may currently be eligible to remain in the premises.

Misrepresentation, failure to report or failure to comply with Management's request for information shall be considered a serious violation of the terms and conditions of this lease.

(e) Serious violation. The violation of any provisions of this paragraph of the lease shall be considered serious and grounds for eviction.

(f) Retroactive Rent. In the event Resident is assessed retroactive rent under any portion of this lease for any reason, any and all such amounts shall be considered rent just as much as any current amounts due under this lease, and shall be due in full upon assessment. Resident may be dispossessed immediately for non-payment of such retroactive rent. Management may, at its option, decline to terminate this lease and may allow Resident to execute a retroactive rent repayment agreement. Any default under any such agreement shall automatically be deemed a serious violation of this lease and in order to remain in possession of the premises, Head of Household must remain current on payments under this lease and under any retroactive rent repayment. Should Head of Household file or have filed against him any case under the Bankruptcy code, payments under such agreement shall be considered part of this lease for all purposes, including assumption or rejection of executory contracts and unexpired leases under 11 U.S.C. § 365.

(g) When Management redetermines the amount of rent (Total Resident Payment or Resident Rent) payable by Resident, not including redetermination of Management's Schedule of Utility Allowance for families in the public housing program, or determines that the Resident must transfer to another unit based on family composition, Management shall notify the Resident that the Resident may ask for an explanation stating the specific grounds of Management's determination, and that if the Resident does not agree with the determination, the Resident shall have the right to request a hearing under the Macon Housing Authority Grievance procedure.

## **6. OBLIGATIONS OF MANAGEMENT.**

Management agrees:

(a) To maintain the premises and the neighborhood in decent, safe and sanitary condition. Management assumes no liability for damages caused to any Resident by criminal acts of a third party, and does not carry insurance for the personal property of any Resident.

(b) To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.

(c) To make necessary repairs to the premises.

(d) To keep Macon Housing Authority buildings, facilities and common areas, not otherwise assigned to Head of Household for maintenance and upkeep, in a clean and safe condition.

(e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by Management. However, Management assumes no liability for damage to food in a Management provided refrigerator or in a privately owned refrigerator or in a privately owned freezer, whether or not the loss of food was caused by failure of Management owned equipment, electrical wiring or any other cause. In addition, Management shall not be liable to any Resident's visitor or guest for any damage whatsoever (whether injury to the person or property) except damage directly caused by a negligent or intentional omission by Management, its employees or person for whom it may be vicariously liable. Management makes no warranties about, and shall not be liable for, any failure of any of the electrical, plumbing, sanitary, heating, ventilating systems, or any of the other facilities or equipment or appliances, except as described in this paragraph.

(f) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual family) for the deposit of garbage, rubbish and other waste removed by any Resident.

(g) To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate time of the year (according to local customs and usage) except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the "Head of Household" and supplied by a direct utility connection. Residents agree not to waste or unreasonably consume utilities furnished by Management.

(h) To notify the Resident of specific grounds for any proposed adverse action by the Management. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of the Resident to another unit, imposition of charges for maintenance and repair, or for excess consumption of utilities.) When the Management is required to afford the Resident the opportunity for a hearing under the Authority's Grievance Procedure for a grievance concerning a proposed adverse action, the notice of proposed adverse action shall inform the Resident of the right to request such hearing. In the case of a lease termination, a notice of lease termination in accordance with the Code of Federal Regulations shall constitute adequate notice of proposed adverse action. In the case of a proposed adverse action other than a lease termination, the Management shall not take the proposed action until the time for Resident to request a grievance hearing has expired and if a hearing was timely requested by the Resident the Management shall not take action until the grievance process has been completed.

(i) To provide visually impaired Residents with notices which will be in an acceptable and appropriate format.

## **7. OBLIGATIONS OF RESIDENTS.**

Head of Household and each Resident agrees:

(a) That Head of Household will not assign this lease, nor sublet, or transfer possession of the premises, or give accommodations to boarders or lodgers.

(b) Not to use or permit the use of the dwelling unit (or the buildings, grounds or areas surrounding the unit) for any purposes other than as a private dwelling solely for the Residents as identified in Section 1(b) of this lease. Under no circumstances shall any Resident conduct any business activities whatsoever in or around the dwelling unit without first obtaining written permission from the Authority.

(c) To abide by necessary and reasonable regulations promulgated by Management from time to time for the benefit and well being of the neighborhood and the Residents as outlined in Management's Admissions and Continued Occupancy Policy (or amendments thereto) which is posted in the neighborhood office and incorporated in this lease by reference, and as outlined in any "rules of Resident conduct" (including rules as to criminal misconduct) which be now or hereafter adopted. Such rules shall be posted in the neighborhood office and are incorporated into this lease by reference.

(d) To comply with all obligations imposed upon Residents by applicable provisions of building and housing codes materially affecting health and safety; to keep the premises and such other areas as may be assigned to Head of Household for his exclusive use in a clean and safe condition;

(e) To dispose of all garbage, rubbish and other waste from the premises in a sanitary and safe manner; to place containers in the area designated for the collection of garbage on a scheduled basis and otherwise comply with the sanitation ordinances of the City of Macon, Georgia.

(f) To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators; to pay reasonable charges based upon the posted schedule of charges (as amended), which is hereby made a part of the lease by reference, for the repair of damages (other than for normal wear and tear) to the premises, neighborhood buildings, facilities or common areas caused by any Resident, his household or guests. The cost of repairing or replacing plumbing fixtures damaged by throwing matches, rags or other improper articles therein or resulting from misuse of the same shall be borne by the Residents. If Resident claims that damage was occasioned by vandalism for which Resident is not responsible, Resident shall bear the burden of proof establishing this to the reasonable satisfaction of Management or else such damages shall be the responsibility of Resident. For example (and not by way of limitation), Resident shall furnish evidence of having made a police complaint, and when the vandal is known, having prosecuted a criminal warrant, by appearing and testifying in court.

(g) To refrain from, and to cause his household and guests to refrain from destroying, defacing, damaging, or removing any part of the premises, the grounds, or neighborhood. Alterations to the interior of apartment are not permitted. Alterations include, but are not limited to, unauthorized painting, changing or adding of door locks, wallpapering, paneling, use of contact paper on walls, cabinets, counters, doors, etc., erecting structures or fences on the premises. Exterior changes and additions (such as fences, utilities building, etc.) may be permitted at the sole discretion of Management. Resident shall pay all repair or restoration costs incurred by Management due to Resident's violation of this paragraph. Repeated violation of this provision shall be considered a serious violation of the lease.

(h) That all personal property placed in the apartment, or any other place appurtenant thereto, shall be at Resident's sole risk and Management shall not be liable to any Resident or Resident's family, guests or any other for any damage, loss, theft or destruction thereof unless caused by the negligence or intentional acts of Management. **HEAD OF HOUSEHOLD AND ALL OTHER RESIDENTS ARE URGED TO OBTAIN INSURANCE ON PERSONAL PROPERTY AS THE AUTHORITY'S INSURANCE DOES NOT COVER PERSONAL LOSSES.**

(i) To act, and cause household members or guests to act, in a manner which will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the neighborhood in a decent, safe and sanitary condition; to insure that the Resident, any member of the household, a guest, or other person under the Resident's control, shall not engage in any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or employees of the Macon Housing Authority; to refrain from any drug-related criminal activity on or near 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 purposes of this subparagraph, 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 Substance Act (21 U.S.C. 802). Resident agrees and understands that for purposes of this lease the definition of a guest means a person in the unit or on the premises with the consent of a household member.

(j) To refrain from criminal activity on or off the premises, not just on or near the premises; and further agrees to refrain from alcohol abuse that interferes with the health, safety, or right to peaceful enjoyment of premises by other residents.

(k) To act, and cause any member of the household, a guest, or another person under Resident's control from displaying, carrying, discharging, or threatening the use of a firearm or other weapon while on Macon Housing Authority property or near such premises. This subparagraph shall not interfere with a Resident's lawful right to possess a firearm within the confines of the Resident's dwelling unit. Residents who have a Georgia firearm license, or who use firearms for sporting events, target practice, hunting, or any other lawful purpose may carry their firearm directly to and from their apartment and vehicle provided that they carry the gun unloaded in a carrying case or disassembled, and in a non-threatening manner. Under no circumstances is a Resident, any member of the household, a guest, or another person under tenant's control permitted to wear a holstered or concealed firearm while on Macon Housing Authority property. Violation of any provision of this subparagraph shall constitute a serious violation of the lease and shall be considered a threat to the health and safety of other Residents and Management employees.

(l) Not to engage in, or to permit his household members and guests to engage in unlawful or disorderly conduct or in conduct that is a hazard to safety, creates a nuisance, or disturbs other residents in the quiet enjoyment of their dwelling and neighborhood facilities; to refrain from illegal activity which impairs the physical or social environment of the neighborhood, including, but not limited to, the sale of alcoholic beverages on the premises or in the common areas; to prevent any person or guest in the apartment or on the premises from engaging in any of the foregoing acts or from participating in any of the foregoing acts. Violation of any provision of this subparagraph shall constitute a serious violation of this lease.

(m) Not to allow barred persons into the apartment or on the leased premises. For the purpose of this lease a "barred person" is a person that has been served with a "barred notice" which informs the "barred person" that he will be considered a trespasser if he returns to any Macon Housing Authority property. Violation of any provision of this subparagraph shall constitute a serious violation of the lease.

(n) To comply with all obligations imposed by the Macon Housing Authority's policy concerning pet ownership in public housing. Violation of the Macon Housing Authority's policy concerning pet ownership in public housing is a serious violation of this lease. Failure to timely pay deposits and fees required by the Macon Housing Authority's policy concerning pet ownership is a serious lease violation. Macon Housing Authority's Resident shall refrain from owning, possessing, housing and caring for any pet not individually registered with the Macon Housing Authority as required by the policy concerning pet ownership.

(o) To pay debts or obligations incurred under a pre-existing lease with the Management including, but not limited to, rent, retroactive rent charges, repair charges, excess utilities, security deposits, move-out charges, damage claims, or any other charge arising from a pre-existing lease with the Management. Resident understands that a Resident's failure to satisfy obligations under a pre-existing lease with Management constitutes a serious violation of the current lease which would result in termination of the current lease that Resident has with Management.

(p) To pay the amount determined by Management to be charged to any Resident for damages caused by any fire of which the Macon Fire Department provides a written statement that the probable cause of such fire was due to the negligence or fault of any Resident, his guests or other occupants of the premises. Management shall not be liable to any Resident or Resident's family, guests or any others for any loss, destruction, theft or damages to person(s) or personal property resulting from fire of any origin or cause, unless due to the intentional or negligent act of Management or its agents or representatives. Upon the occurrence of a second Resident-caused fire in any apartment occupied by Head of Household (whether or not in the same apartment), Management shall consider this a serious lease violation and may immediately terminate this lease. Also, if fire department personnel give a written opinion that any fire is the result of arson by any Resident or guest, Management shall consider this a serious violation and may immediately terminate this lease.

(q) To comply with the Federally mandated community service requirements which require adult Residents to perform community service. The Macon Housing Authority's policy on community service requirement will be in compliance with Federal law. Resident agrees that failure to comply with this Federally mandated policy may be considered a serious lease violation and will subject Resident to any penalties provided by this Federally mandated policy. If the Macon Housing Authority determines that Resident, who is not an exempt individual, has not complied with the community service requirement, the Macon Housing Authority will notify the Resident

(1) of the non-compliance;

(2) that the determination is subject to the Macon Housing Authority's grievance procedure;

(3) that unless Resident enters into the agreement under paragraph (d) of this section, the lease of the family of which the non-compliant adult is a member may not be renewed; (However, if the non-compliant adult moves from the unit, the lease may be renewed.)

(4) that before the expiration of the lease term; the Macon Housing Authority must offer Resident an opportunity to cure the non-compliance during the next twelve (12) month period; such a cure includes a written agreement by the non-compliant adult to complete as many additional hours of community service or economic self-sufficiency needed to make up the total number of hours required over the twelve (12) month term of the lease.

(r) To comply with all Federal regulations and laws relating to the ineligibility of illegal drug users and alcohol abusers and refrain from furnishing of any false or misleading information to the Macon Housing Authority related to

termination of Tenancy and assistance for illegal drug users and alcohol abusers. Resident agrees that violation of this provision is a serious lease violation and shall be cause for termination of Tenancy.

(s) It shall be cause for immediate termination of Tenancy of the Macon Housing Authority Resident if such Resident is fleeing to avoid prosecution, or custody, or confinement after conviction, under the laws of the place from which the individual flees, for a crime or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees, or is a high misdemeanor under the laws of such state; or is violating a condition of probation or parole imposed under a Federal or State law.

## **8. OTHER RESIDENT OBLIGATIONS**

(a) Sanitation, Cleanliness and Safety. Head of Household and each Resident agrees:

(1) To keep the lease premises and all other areas assigned to Head of Household for his exclusive use free of litter and debris and in a clean and safe condition. Residents also agree to accept responsibility for the control of pests, vermin, and offensive odors stemming from unsanitary housekeeping practices.

(2) Not to store gasoline or any flammable or explosive substances inside the dwelling unit, or on any porch of the unit or in any building auxiliary to the unit. This shall be a serious lease violation.

(3) To immediately notify Management of all damages or unsafe conditions which are known to, or observed by any Resident, either in common areas of the neighborhood or in the dwelling unit or premises leased by the Head of Household. Management shall have no liability for such unsafe conditions that are not reported. Management shall determine whether the premises are damaged to the extent that conditions are created which are hazardous to life, health and safety of any Resident. Management shall be responsible for repair of the premises within a reasonable time. If the damage was caused by any Resident, members of his household, or guests, each Resident signing this lease shall be jointly and severally liable to Management for the cost of repairs. Management will offer alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time.

In the event repairs are not made or alternative accommodations are not provided in accordance with this Section, the monthly rental shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling unit as determined by Management. No abatement of rent shall occur if Head of Household rejects the alternative accommodations or if the damage is caused by any Resident, members of his household, or guest.

Management shall have the right in its discretion to make periodic inspections of the dwelling to determine whether repairs are needed in addition to those reported by any Resident.

(4) Not to install major appliances such as air conditioners, dryers, etc. without Management's written permission.

(b) Automobiles and Other Motorized Vehicles. Head of Household and each Resident agrees:

(1) To park and cause his guests to park automobiles and other motorized vehicles in designated parking areas only. Each Resident shall refrain and cause his guests to refrain from parking or driving any motorized vehicles on lawns, sidewalks, and common areas other than appropriate streets and driveways.

(2) That his and his guest's motorized vehicles properly parked on Management's property or the streets shall be in running condition, have fully inflated tires and current license plates. Management reserves the right to assign parking places or areas and to issue and require decals or stickers on any vehicle used regularly or owned by a Resident or any family member of resident.

(3) To pay cost of towing improperly parked motorized vehicles and motorized vehicles (placed on the premises by Resident or his guests) that are not in running condition (i.e. with deflated tires, expired license plates, etc.).

(4) To refrain from making major repairs to any motorized vehicle while it is parked on Management's property or on a street bounding or running through the property. Major repairs shall be deemed to include without limitation, the following: removal of more than one tire or wheel, removal of transmission or motor, removal of major body components, placing a car on blocks, etc.

(5) To pay for any damages to lawns and Authority property caused by improper operation or parking of motorized vehicles.

(c) Installation of air conditioners. The following provisions concerning the installation of air conditioners in Resident's units does not apply to the Residents of McAfee Homes.  
Head of Household and each Resident agrees:

(1) Prior to the purchase of a window air conditioner to contact the Resident Services Coordinator for recommended size. All units are equipped with proper circuits for air conditioners. In some cases the size of the electrical wiring present will limit the size of the air conditioner that can be installed. Under no circumstances will a Resident be allowed to modify the wiring, receptacles or breakers in their unit. However, Resident may install outlets, adapters (UDL approved) in order to plug in 220 V air conditioners. It shall be the responsibility of the Resident to insure that the air conditioner is installed by competent individuals. Air conditioners that are improperly installed can cause condensed water to leak into the apartment causing mildew and rotting of wall under and/or around the air conditioner as well as damage and discoloration to the exterior wall of the building. Residents who allow this to happen will be charged for repairs. The air conditioner must be properly braced so that it will not rest on the window frame or window sill. A brace to accommodate the



weight of the air conditioner must be installed along with the air conditioner unit. Wood post props under the air conditioner are unacceptable. Residents shall call their Resident Services Coordinator to request a wooden or metal platform that will be provided at no charge.

(2) Management will not install, maintain or renew personal air conditioners for Residents. Residents shall be responsible for repair or removal of air conditioners that are not operating properly or which are overloading the electrical circuits causing the circuit breaker to disengage. Management reserves the right to require any air conditioner that is not working properly, causing damage or improperly installed to be removed.

(3) Management will not be liable for any damage or injuries resulting from the Resident's use of window air conditioners. Residents found responsible for any damage to any Macon Housing Authority property as a result of improper use of an air conditioner are liable for any damage or injuries.

(4) The Department of Housing and Urban Development regulations do not provide utility allowance for operations of window air conditioners. Therefore, Residents will operate air conditioners at their own expense.

(d) Use and storage of cooking grills. Head of Household and each Resident agrees:

(1) To only use the grill in the yard of the Resident who is responsible for the grill. Any grill found in common areas (e.g. playground areas, parking lots, etc.) will be removed and disposed.

(2) To keep grills in a clean and serviceable condition. Small grills (portable) must be dismantled and cleaned prior to storage in apartments. Gas grills may not be stored inside the apartments.

(3) To store charcoal lighter fluid away from the hot water heater, stove, etc. Charcoal can be stored inside but must be stored in a dry area away from the heat-producing appliances.

(4) To place used coals in a bag for disposal and not dump coals in the yard.

(5) To keep grills at least five feet from the building and more than 25 feet from vehicles while the grill is in use. Under no circumstances shall a grill be used on or near a covered porch. Resident acknowledges that heat can melt plastic panels used as porch overhang ceilings.

(6) That Resident understands that fumes generated from grills can kill and that gas and charcoal grills cannot be used in an enclosed area.

(7) That Management will not be liable for any damage or injury resulting from Resident's use of cooking grills. Residents will be found responsible for any damage to buildings, grounds, etc. as a result of the improper use of grills. Management does not allow any construction of grills in Resident's yard or any Housing Authority property.

(e) Pest Control. Head of Household and each Resident agrees:

(1) To cooperate with Management in providing routine pest control services.

## **9. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTION [See also Para. 3(b)].**

Management and Head of Household or his representative shall inspect the premises prior to commencement of occupancy by Head of Household. There will be a follow-up inspection 72 hours after commencement of his occupancy. Management will furnish Head of Household with a comprehensive listing of any existing damages to the apartment. A statement of acceptance of the unit together with any exceptions (operation of appliances, wall receptacles, etc.) shall be signed by Management and Head of Household and a copy of the Statement shall be retained in Head of Household's folder.

At the time Head of Household vacates, Management shall inspect the unit and furnish Head of Household with a written statement of charges to be made, if any, for which Residents signing this lease are jointly and severally liable. Any damage other than normal wear and tear shall be deducted from the security deposit, and such Resident shall be liable for the balance, if any. Head of Household and/or his representative may join in such inspection unless Head of Household vacates without notice.

## **10. RIGHT OF ENTRY.**

Head of Household and each Resident understands and agrees that upon reasonable advance notification the duly authorized agent, employees or representative of Management will be permitted to enter Head of Household's dwelling unit for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the premises for releasing, during reasonable hours. However, no written notice will be required for maintenance requested by Head of Household or any Resident or found to be necessary during the course of an inspection which has been made after reasonable advance notification has been given. A written statement specifying the purpose of Management's entry delivered to the premises at least two days before such entry shall be considered reasonable advance notification. However, Management shall have the right to enter Head of Household's dwelling unit without prior notice to Head of Household if Management reasonably believes that an emergency exists which requires such entrance. If Head of Household and all adult members of his household are absent from the premises at the time of entry, Management shall leave on the premises a written statement specifying the date, time and purpose of entry prior to leaving the premises.

## **11. NOTICE PROCEDURES.**

(a) Except as provided in Section 10, and except as provided to the contrary in this lease or in HUD regulations, legal notices to the Head of Household shall be in writing and delivered to Head of Household or to an adult Resident listed on this lease and residing in the dwelling. Notice may also be sent by pre-paid first class mail properly addressed to the Head of Household.

(b) Notices and reports by the Head of Household or any other Resident to Management shall be in writing, delivered to the neighborhood office, the Authority's Leasing and Occupancy Office located at 2015 Felton Avenue or sent by pre-paid first class mail, properly addressed to:

Macon Housing Authority  
P.O. Box 4928  
Macon, GA 31208

## **12. DISPOSAL OF PROPERTY AFTER WRIT OF POSSESSION.**

Resident will remove all personal property from the residence before the date of set-out as determined by the Civil Court Sheriff of Bibb County. Resident agrees that any personal property left in the apartment on the day of set-out will be considered abandoned property and Resident specifically agrees and acknowledges that the Macon Housing Authority shall have the right to remove and dispose of any personal property left in the apartment on the day of set-out. Resident acknowledges that the date of set-out is the day the Civil Court Sheriff or Deputy of Bibb County comes to the apartment or residence and by the authority of a Judgment and Writ of Possession of the Civil Court of Bibb County takes back the property on behalf of the Macon Housing Authority and removes all personal belongings of Resident from the residence or apartment. Resident further acknowledges and agrees that it is the Resident's responsibility to remove all personal property before the date of set-out and agrees to release and indemnify the Macon Housing Authority for any property damage or property conversion resulting from the removal or disposal of property left in the residence on the day of set-out.

## **13. TERMINATION OF THE LEASE.**

Management shall not terminate or refuse to renew the lease other than for serious or repeated violations of material terms of the lease such as failure to make payments due under the lease or to fulfill the Resident obligations set forth in Section 7 of this lease or for other good cause. Either of the following types of criminal activity by the Resident, any member of the household, a guest or another person under the Resident's control, shall be cause for termination of tenancy: Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the Macon Housing Authority's public housing premises by other residents, any drug-related criminal activity on or off such premises.

(a) Serious violation; non-waiver. Throughout the body of this lease, there are numerous situations in which the failure of any Resident or his family to comply with a particular obligation of this lease is specifically described as a serious violation of the lease. Each of these circumstances represents a situation in which Management has carefully considered and determined that such violation constitutes a per se "serious violation" of the lease. This does not mean, however, that violation of other obligations or duties by a Resident or his guest will not be considered serious, simply because they are not specifically described in this lease as constituting a serious violation. Rather, in those cases, Management has determined that such violations shall be considered as serious or non-serious on a case by case basis, depending upon the particular nature of the circumstances. The fact that such violations are not specifically described as "serious" violations in the body of this lease shall not be taken to mean or imply that Management does not consider them serious under the appropriate circumstances.

In addition, the fact that Management may have decided not to terminate a lease or to take action with respect to a past violation of any provision of this lease or any other lease (whether or not specifically described in the lease as a serious violation), shall not be deemed a waiver of the right of Management to subsequently terminate or to take other appropriate action based on the same or subsequent violation. Management makes every reasonable effort to resolve problems with its Residents short of terminating the lease, and in many circumstances will not enforce its rights to terminate even though it may be entitled to do so under the terms of the lease. Therefore, by failing to take advantage of any rights it may have under the lease agreement, Management is not in any way waiving such provisions as to future violations, nor shall it be estopped to take full advantage of and completely enforce its rights with respect to future violations.

(b) Notice of Termination. Management shall give written notice of termination of the lease of:

(1) Fourteen (14) days in the case of failure to pay rent.

(2) A reasonable time commensurate with the exigencies of the situation in the case of creation or maintenance of a threat to the health or safety of other residents or Management employees. Improper or violent behavior by a Head of Household, any Resident, a member of his household or a guest (e.g. the use of, or threatening the use of, firearms, including "B-B guns", knives, clubs or any other weapon); a second resident-caused fire or any other action by any Resident, members of his household or guests considered by Management as a threat to the health or safety of other Residents or Management employees, shall be grounds for terminating the lease under this clause. Resident agrees to vacate premises as required in the notice.

(3) Thirty (30) days in all other cases.

This lease may be terminated by Head of Household at any time by giving fifteen (15) days written notice to Management in the manner specified in Section 11 by delivering a signed "Notice of Intent to Vacate." When such notice is given, the lease shall be deemed terminated at the end of the notice period.

(c) Management's notice of termination to Head of Household shall state specific grounds for the termination, shall inform Resident of his right to make such reply as he may wish and of any right to request a hearing in accordance with

Management's Grievance Procedure which is incorporated into this lease by reference. The notice of lease termination shall also inform the Resident of the right to examine Macon Housing Authority documents directly relevant to the termination or eviction. When the Management is required to afford the Resident the opportunity for a hearing under the Grievance Procedure for a grievance concerning the lease termination, the tenancy shall not terminate until the time for the Resident to request a grievance hearing has expired, and if a grievance hearing was timely requested for the Resident the tenancy shall not terminate until the grievance process has been completed. When Management is not required to afford the Resident the opportunity for a hearing because a violation constitutes criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of the other residents or employees of Macon Housing Authority or the violation constitutes any drug-related criminal activity on or near the premises, the notice of lease termination shall state that HUD has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations. When the lease termination involves criminal activity which is a threat to the health and safety of fellow residents or employees of the Macon Housing Authority, the lease termination shall further state whether the eviction is for a criminal activity as described by this lease or for a drug-related activity as described by this lease.

(d) Management may evict Resident from the unit only by bringing a court action.

(e) In deciding to evict for criminal activity, Management shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by family members, and the effect that the eviction would have on family not involved in the prescribed activity. In appropriate cases, Management may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the prescribed activity will not reside in the unit. Management may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit. The fact that Management has exercised its discretion and chosen not to evict Residents in the past shall not be used by any Resident as a waiver of Management's right to evict Residents for violations of terms of this lease.

(f) When Management evicts an individual or a family from a dwelling unit for engaging in criminal activity, including drug-related criminal activity, Management shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in that unit. (So that the post office will terminate delivery of mail for such persons at the unit, and that such persons not return to the neighborhood for the pickup of the mail.)

(g) Management shall provide Resident a reasonable opportunity to examine, at Resident's request, before a Management grievance hearing or court trial concerning a termination of tenancy or eviction, any documents, including records and regulations, which are in the possession of Management, and which are directly relevant to the termination of tenancy or eviction. Resident shall be allowed to copy any such documents at Resident's expense. A notice of the lease termination shall inform Resident of Resident's right to examine Management documents concerning the termination of tenancy or eviction. If the Management does not make documents available for examination upon request by Resident, in accordance with this Section, Management may not proceed with eviction.

(h) Unpaid charges due on termination. All charges and unpaid rents of any sort shall become due and payable at the time of lease termination.

(i) Responsibility of Head of Household. Without in any way limiting any other provision in this lease, Head of Household understands that this lease may be terminated for any serious violation of this lease by him, any member of his household (whether or not they signed this lease), by any Resident listed in paragraph 1, above, by any guest, whether or not Head of Household is aware of such violation, whether or not he condones it and whether or not he has any control over the person committing the violation. Management has a leasehold relationship only with Head of Household, and Head of Household shall be responsible for any violations of this lease by any other Resident, family member, or guest. Head of Household acknowledges that if the activities of any of these persons constitutes a serious violation of this lease, his lease agreement may be canceled and terminated even though he may not have legal or practical control over the person who has violated the terms of this lease.

#### **14. VACATING THE PREMISES.**

In the event Head of Household vacates and abandons the premises with or without notice to Management, and in the event personal property of any nature or description is left on the premises, Management shall not be responsible for such property, and shall be entitled to remove such items from the premises for storage after making such efforts to locate Head of Household or Head of Household's next-of-kin as Management may deem appropriate. In addition to the foregoing, if Management determines in its discretion that the Head of Household (or any other Resident) has apparently abandoned the personal property remaining on the premises, the Management may destroy or dispose of any such property if in the Management's sole discretion such property appears to be of inconsequential value. Provided, however, Management shall not take such action until it has first mailed a letter, addressed to the Head of Household at the premises address (or such other address that the Head of Household may have given Management in writing as his new address) indicating that unless the Head of Household contacts Management within seven days of the date of the letter, the property will be deemed abandoned and will be destroyed. In the event this procedure is followed, and in the event the Head of Household fails to contact the Management, Management may dispose of the property in any manner that it sees fit, and shall not be liable to Head of Household (or any member of his family or any other person who may have left property on the premises) for any amount whatsoever.

#### **15. ALTERNATIVE HOUSING ACCOMMODATIONS.**

Head of Household agrees not to use alternative housing or reside out of the dwelling unit for more than sixty (60) days unless prior written approval is received from Management. (Includes confinement in a nursing home, or other forms of confinement or any unreported absences of 60 days or over). If Head of Household resides out of the dwelling unit for more than sixty (60) days, Management may terminate this lease.

**16. GRIEVANCE PROCEDURE.**

The Head of Household is the only Resident who is entitled to request a Grievance pursuant to the Macon Housing Authority Grievance Procedure. All disputes concerning the obligations of the Resident or the Management shall be resolved in accordance with the Macon Housing Authority Grievance Procedure provided the grievance procedure does not and shall not apply to a termination which involves a threat to the health and safety of Housing Authority Residents or employees or involves criminal activity or drug related activity as described in Section 7(i) and 7(j) of this lease.

**17. CHANGES TO LEASE.**

This lease, the schedule of charges for maintenance and repair, schedule of utilities, Admission and Continued Occupancy Policy, transfer Policy and Grievance Procedure, and any rules of Resident conduct, which are incorporated in this lease by reference or attachment, together with any future adjustments of rent or dwelling unit, or any changes or amendments of any of the foregoing, evidence the entire agreement between Management and Head of Household. Any modification of the lease will be accomplished only by a written rider to the lease executed by both parties except (1) that changes in rent shall be governed by Section 5, above, and (2) changes in any existing schedules for services, repairs, and utilities, and any changes in rules and regulations which are incorporated by reference (including but not limited to ACOP and rules for Resident conduct) may be modified or changed simply by posting in accordance with the procedure outlined in Federal regulations. However, nothing shall preclude Management from modifying this lease in the event new or amended government regulations are promulgated, or in the event there are changes in any rent schedules or other similar provisions dictated by any appropriate government agency, and Head of Household agrees to sign such amendments as may be necessary to comply with such regulations. Failure to sign such amendments shall be a serious violation and grounds for termination. Should any term of this lease or any provision of this lease be held invalid, it shall be the intention of the parties that this invalid portion be severed herefrom and the remainder shall be binding and enforceable.

Failure of Management to insist upon the strict performance of any of the terms, covenants, agreements and conditions herein shall not constitute or be construed as a waiver or relinquishment of Management's rights to thereafter enforce such terms, covenants or conditions, and things shall continue in full force and effect.

**18. ENTIRE AGREEMENT.**

This agreement shall be the entire agreement between the parties, and no prior, contemporaneous or subsequent oral agreement, understanding or amendment shall be binding upon either party unless and until set forth in writing and signed by the party against whom such is sought to be enforced. Provided, however, as indicated earlier, this lease agreement shall include any and all obligations imposed by HUD regulation, and shall also include any and all documents incorporated by reference (whether or not attached to this lease as a part hereof) including, but not limited to, all schedules of charges for services, for repairs and for utilities, and also including any and all rules and regulations (as now existing or hereafter amended) adopted by Management. Such rules and regulations shall include ACOP (as not existing or hereafter amended) and any other rule and regulation adopted by Macon Housing Authority after having been published publicly, posted in the appropriate neighborhood office and furnished to any applicants and Residents on request. Modifications in and changes to any and all of the above shall be made in accordance with HUD regulations.

In witness whereof, the parties have executed this lease agreement this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at Macon, Georgia.

I HAVE RECEIVED A COPY OF THIS LEASE AND I HEREBY DECLARE THAT THE STATEMENTS GIVEN IN MY APPLICATION FOR ADMISSION/CONTINUED OCCUPANCY ARE TRUE AND CORRECT. I UNDERSTAND THAT IF THESE STATEMENTS ARE FOUND TO BE UNTRUE, THIS LEASE MAY BE TERMINATED AND I MAY BE REQUIRED TO VACATE.

I UNDERSTAND THAT WITHHOLDING INFORMATION OR GIVING FALSE INFORMATION RELATIVE TO THE DETERMINATION OF ELIGIBILITY, AMOUNT OF RENT OR WHO WILL OCCUPY THE PREMISES, OR TO MAKE A FALSE STATEMENT OR REPRESENTATION TO ANY REPRESENTATIVE OF THE MACON HOUSING AUTHORITY MAY BE CONSIDERED AN INTENT TO DEFRAUD UNDER O.C.G.A. § 16-9-55, AND MAY BE PUNISHABLE WITH FINE OF UP TO \$1,000.00 AND/OR A PRISON TERM UP TO 1 YEAR.

The Housing Authority of the City of Macon, Georgia

\_\_\_\_\_  
AUTHORITY REPRESENTATIVE

\_\_\_\_\_  
RESIDENT / HEAD OF HOUSEHOLD

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
RESIDENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
RESIDENT

\_\_\_\_\_  
RESIDENT

\_\_\_\_\_  
RESIDENT

\_\_\_\_\_  
DATE

ATTCH: Neighborhoods Utility Allowance