

WISCONSIN HOUSING AND ECONOMIC DEVELOPMENT AUTHORITY
APARTMENT LEASE at: _____

1. PARTIES:

This apartment lease is between _____ (Owner) and _____ (Resident). The management Agent, whose name, office address and telephone number are set forth below, is authorized to act on behalf of Owner both in signing and enforcing the terms of this lease and in receiving rent, managing and maintaining the premises, and accepting legal process and other notices and demands.

Management Agent Name: _____: **dba; Gerrard Corporation**

Office Address: **420-5th Ave So. LaCrosse, WI 54601**

Telephone Number: **608-782-4488 ext.317**

E-Mail Address: Jane@gerrardcompanies.com

2. Dwelling Unit:

Owner leases to Resident unit number: # _____ located at: # _____ at _____ in the development known as: _____

3. Length of Time (Term):

The initial term of this lease shall begin on: _____ and ends on: _____. Each year after the initial term we start the recertification process 60-120 days prior to the end of the lease term, giving the Resident ample time to gather all necessary paperwork or to notify the Owner of their intent to vacate the unit.

4. Rent:

a. Tenant Rent. Resident agrees to pay \$ _____.00 per month (the Tenant Rent). Tenant rent is due the first day of the month, but with the "Automatic Withdrawal" we don't take the rent payment out of your account until the 5th of each month to allow ample time for everyone's Social Security check to reach the financial institutions.

b. Late Payment. If the Resident does not pay the full amount of rent by the end of the fifth day of the month in which it is due, the Resident agrees to pay to the Owner a late charge, in addition to the Tenant Rent, of \$35.00.

c. Returned Checks/NSF. Resident also agrees to pay an amount equal to any bank charged incurred by the Owner for the returned resident checks not honored for payment. Any such NSF charges usually \$35.00 and bank charged shall be paid monthly in addition to the Tenant rent.

Owner may not terminate Lease for the sole reason of failure to pay late charges, although Owner may withhold late charged due from Resident's security deposit. Owner may terminate this Lease for non-payment of Tenant Rent as explained in this lease.

5. Security Deposits:

Resident has deposited this \$ _____ with Owner as a "Security Deposit" Owner will hold the Security Deposit for the term of the Lease. After the Resident has moved from the unit, Owner will determine whether the Resident is eligible for a refund of any or all of the Security Deposit. The amount of any refund will be determined in accordance with the following conditions and procedures, applicable local ordinances and the state law.

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- a. After Resident has moved from the unit, Owner will inspect the unit and complete another Unit Inspection Report. Owner will permit Resident to participate in this inspection, if Resident so requests.
- b. Owner will refund an amount equal to the Security Deposit, less any amount needed to pay, in the following order, the cost of:
 - (1) Unpaid Tenant Rent, payment for which Resident is responsible;
 - (2) Repairing damages which are not due to normal wear and tear and are not listed on the attached Unit Inspection Report, including damages caused by Resident's pet(s), (Only where pets are allowed at certain properties)
 - (3) Charges for late payment of Tenant Rent and/or returned checks;
 - (4) Charges for unreturned keys, garage door openers.
- c. Owner agrees to refund the amount of Security Deposit within 21 days after the Resident has permanently moved out of the unit and returned possession of the unit to Owner. Deposits will be returned by mail to the last known address of the Resident with a list of charges which were subtracted from the Security Deposit. If Resident disagrees with Owner concerning the amounts deducted and asks to meet with Owner, the Owner agrees to meet with Resident within 10 days of the date of the request and discuss the disputed charges.
- d. If Resident is more than one person, each person agrees that he/she will work out the details of dividing any Security Deposit refund among themselves. Owner may pay the refund to any one person identified in section 1 of this Lease.
- e. Resident understands that Owner will not count the amount of the Security Deposit towards the final month's rent due or towards any amounts that are past due.

6. Changes in Tenant Rent:

Owner agrees to implement changes in Tenant Rent or Assistance Payment only in accordance with the time schedules and administrative procedures set forth in WHEDA and HUD Handbooks, instructions and procedures related to administration of multifamily subsidy programs (the Program Regulations). Owner agrees to give Resident at least 30-60 days advance written notice of any increase in Tenant Rent, the date the new rent amount is effective and the reasons for the changes.

7. Condition of Unit:

By signing this Lease, resident acknowledges that the unit is safe, clean and in good condition. Resident agrees that all appliances and equipment in the unit are in good working order, except as described in the Unit Inspection Report (Attachment). Resident acknowledges that the Owner has given him/her a total of 10 days to complete the Unit Inspection Report. Resident also agrees the Owner has made no promises to decorate, alter, repair or improve the unit, except as listed on the Unit Inspection Report.

8. Charges for Utilities & Services:

The "Utility Allowance" (shown on the Tenant Income Certification) is deducted from the Gross Rent in recognition of the following utility services which are payable by Resident as they are billed: gas, electricity, water, sewer, & trash removal etc. because an allowance in Gross rent is given for utilities, Resident failure to promptly pay all utility bills shall be deemed to be non-payment of Tenant Rent. Owner agrees to pay for and provide Resident with the following

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utilities: heat, hot water, water, sewer & trash removal, parking if available. Owner will pay for the above mentioned utilities and the Tenant shall pay for any other utilities not listed.

9. Regularly Scheduled Recertification:

Every year Owner will request to report the income and composition of Resident's household and to supply any further information required by WHEDA for the purpose of recompiling Tenant Rent and Assistance Payment if any. Resident agrees to provide accurate statements of this information and to do so by the date specified in the Owner's request. The Owner will verify the information supplied by Resident on the Recertification application and use verified information to recalculate the amount of Tenant Rent shown on the Tenant Income Certification.

10. Reporting Changes between regularly scheduled Recertification:

a. If any of the following changes occur, the Resident agrees to advise the Owner immediately:

- (1) Any member of the Resident's household moves out of the unit; or
- (2) An adult member of the Resident's household who was reported as unemployed on the most recent certification or recertification obtains employment.
- (3) The household's income cumulatively increases by over \$200 or more per month.

11. Keys and Locks:

The Resident agrees not to install additional or different locks on any doors or windows of the unit without written permission of Owner. If Owner approves Resident's request to install such locks, Resident agrees to provide Owner with a key for each lock. When the lease ends, Resident agrees to return all keys to Owner. Owner may charge Resident \$5.00 for each key not returned.

12. Maintenance:

a. Owner agrees to provide the following services and maintenance:

- (1) Regularly clean all common areas of the Development;
- (2) Make all needed repairs and do whatever is necessary to keep the unit in a fit and habitable condition within reasonable promptness;
- (3) Maintain electrical, plumbing, heating, ventilating, elevator and other facilities of the project in good and safe working order;
- (4) Provide and maintain appropriate trash receptacles about the development and to collect all the trash on a regular basis;
- (5) Provide exterminator services as necessary and maintain the grounds and shrubs.

b. Resident agrees to:

- (1) Keep their unit clean; use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- (2) Not to litter the grounds or common areas of the Development;
- (3) Not destroy, deface, damage or remove any part of the unit, common areas or the grounds;
- (4) notify the Owner promptly of any defects in the plumbing, fixtures, appliances, heating and/or cooling equipment or any other part of the unit or related facility;

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(5) remove trash and other waste from the unit in a clean and safe manner and to comply with all state & local laws regarding recyclables;

(6) Provide insurance to protect their own personal possessions;

(7) Maintain sufficient heat to prevent the pipes from freezing.

c. Whenever damage is caused by carelessness, misuse or neglect on the part of the Resident or his/her family or visitors, Resident agrees to pay:

(1) The cost of repairs and to do so within 30 days after the receipt of the Owner's demand for payment of the repair damages; and

(2) Rent for the period unit is damaged whether or not the unit is habitable.

Resident understands that WHEDA and HUD will not make Assistance Payments for any period in which the unit is not habitable.

13. General Restrictions:

Resident must live in the unit and be the only place of residency for that tenant. Resident agrees that no other person(s) may reside in the unit without written permission of the Owner/Agent. Resident further agrees **NOT** to:

a. have pets or animals of any kind in the unit without written permission of the Owner, but the Owner will allow pets if the unit is specified in a pet building and the Resident has paid the non-refundable pet deposit required along with all the animals papers from the veterinarian and a picture of the pet is on record.

b. make or permit noises or acts which may disturb the rights or comforts of neighbors. Resident agrees specifically to keep the volume of any radio, TV or musical instrument at a level which will not disturb the neighbors.

c. engage in or permit any criminal activity, including drug-related criminal activity, whether in the unit or elsewhere on or near the Development;

d. engage in or permit any other unlawful activity in the unit or on the Development.

e. no smoking in the units or the garage if applicable or excessive candle burning.

14. Restrictions or Alterations:

Resident agrees NOT to do any of the following without first obtaining Owner's written permission;

a. Change or remove any appliances, fixtures or equipment in the unit;

b. paint or install wallpaper or contact paper;

c. attach any shelves or other permanent improvements in/or on the unit;

d. place any aerials, antennas or other electrical connections in/or on the unit. All tenants need written permission from the Owner to install anything that didn't originally come with the apartment.

d-1 Satellite dishes can not be placed on the roof; if they are already there; they need to be on a post. Any dishes that have already been installed on the roof; must be removed and placed on a post, when tenant vacates the unit the dish will be removed. If you transfer to a different unit the dish will not be replaced and the old dish must be removed.

e. the Owner agrees to provide reasonable accommodations to an otherwise eligible Resident's disability, including making changes to rules, procedures, or policies and making and paying for structural alterations to a unit. The Owner is NOT required to provide accommodation's that constitute a fundamental alteration to the Owner's program or which would pose a substantial financial and administrative hardship. In addition, if a requested structural modification does

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pose a substantial financial hardship, the Owner must then allow the Resident to make and pay for the modification in accordance with the Fair Housing Act.

15. Landlord Entry of Premises:

The Owner agrees to enter the unit only during reasonable hours, but only after giving a 12 hour advance notice (whenever possible) of his/her intent to enter the unit, and to enter only after receiving Resident's consent to do so, except the Owner may enter the unit anytime without advance notice when there is reasonable cause to believe that an emergency exists which, in Owner's judgment, makes it necessary of Owner to enter the unit without notice. Owner shall promptly notify Resident in writing of the date, time and purpose of such an emergency entry, as well as the nature of the emergency or except under paragraph © below.

- a. Resident agrees to permit Owner, Owner's agent or other persons, authorized by Owner, to enter the unit for the purpose of making reasonable repairs and periodic inspections.
- b. After Resident has given notice of intent to move, Resident agrees to permit Owner to show the unit to prospective residents during reasonable hours.
- c. If Resident moves before this lease ends, Owner may enter unit to decorate, remodel, alter or otherwise prepare the unit for re-occupancy.

16. Discrimination Prohibited.

The Owner agrees to comply with the provisions of any federal, state or local law prohibiting discrimination in housing against any person on the grounds of race, color, religion, creed, national origin, sex, age, handicap, ancestry, sexual orientation, marital status of a person maintaining a household, lawful source of income, familial status or in any other manner prohibited by federal, state or local law, including Title VI of the Civil Rights Act of 1964, Title VIII of 1968, Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, as amended, and the Age Discrimination Act of 1975 and the regulations and administrative procedures implementing the foregoing.

Owners may select residents on the basis of age, handicap, or income level in relation to housing specifically designed to meet the needs of elderly, handicapped or lower-income individuals, and as required by any federal or state subsidy program which benefits the development.

Owner agrees to consider all requests for reasonable modification to allow for full access to persons with handicaps in accordance with Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988.

17. Termination of Tenancy:

To terminate this lease, the Resident must give the Owner a written 60 day notice prior to the expiration date of this lease agreement and the Resident will forfeit their Security Deposit because you are breaking this lease agreement.

- a. Any termination of this Lease by Owner must be carried out in accordance with Program regulation, state and local laws and the terms of this Lease.
- b. Owner May terminate this Lease for the following reasons:
 - (1) Resident's material failure to carry out obligations under any Wisconsin Landlord/Tenant Law;

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- (2) Resident's material noncompliance with the terms and conditions of this Lease;
- (3) Resident, any member of Resident's household, or any guest of Resident or other person under Resident's control may not illegally manufacture, sell, distribute, use or possess with intend to manufacture, sell, distribute, or use a controlled substance as described in the Controlled Substances Act, 21 U.S.C. Section 802 as amended;
- (4) Determination made by Owner that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the development by other residents;
- (5) Criminal activity by a Resident, or member of household or guest under the control of Resident that threaten the health, safety, or right to peaceful enjoyment of the Development by other residents or in the immediate vicinity of the Development;
- (6) Other good cause as determined by Owner. Other good cause includes, but is not limited to;
 - a. One or more substantial violations of the lease.
 - b. Disrupt the livability of the Development,
 - c. Adversely affect the health or safety of any person or the right of any resident to the quiet enjoyment of the Development.
 - d. Interfere with management of the development.
 - e. Have an adverse financial effect on the Development.
- (7) Failure of the Resident to timely supply all required information on the income and composition, or eligibility factors of the Resident's household (including, but not limited to, failure to meet disclosure and verification requirements for Social Security or failure to sign and submit forms required for recertification of income and asset information) or knowingly provide incomplete or inaccurate information; an Non-payment of Tenant Rent or any other financial obligation due under the Lease beyond any grace period available under State Law.
- (8) If Owner proposes to terminate the lease, Owner agrees to give Resident written notice of the proposed termination. If Owner is terminating this Lease for "other good cause", the termination notice will be mailed to the Resident at least 30 days before the date Resident will be required to move from the unit.
- (9) If an eviction is initiated, Owner agrees to rely upon the grounds cited in the termination notice; however, Owner is not precluded from relying on grounds about which Owner had no knowledge at the time the termination was sent.

The failure of the Resident to object to the termination notice shall not constitute a waiver of Resident's right thereafter to contest Owner's action in any court.

18. Hazards: Resident shall not undertake, nor permit Resident's family or guests to undertake, any hazardous acts or do anything that may increase the Development's insurance premiums.

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Such action constitutes a material non-compliance. If the unit is damaged by fire, wind or rain to the extent that the unit cannot be occupied, and the damage is not caused or made worse by the Resident, Resident will not be responsible for Tenant Rent up to the date the unit has been repaired for occupancy.

19. Penalties for submitting false information:

Knowingly giving Owner false information regarding income or other factors considered in determining Resident's eligibility and Tenant Rent is a material noncompliance with the Lease, which may result in termination of tenancy. In addition, Resident could become subject to penalties available under Federal Law. Those penalties include fines up to \$10,000 and imprisonment for up to five years.

20. Death of Resident:

In the event of Resident's death, if Resident is sole occupant of the unit, Resident's heirs and personal representative shall remove Resident's possessions from and vacate the unit within 60 days after Resident's death on which date the term of this Lease shall end. If after the 60th day the unit is not vacated, Resident heir(s), executors, administrators, successors, and assigns shall be bound to pay the Contract Rent of the unit for all the days the unit is not vacated.

21. Contents of this Lease:

This lease and its Attachments make up the entire agreement between Resident and Owner regarding the unit. IF any court declares a particular provision of this Lease to be invalid or illegal, all other terms of this Lease will remain in effect and both the Owner and Resident will continue to be bound by them.

22. Notices:

Resident agrees to give Owner the notice to be provided under this Lease in writing by personal delivery, or by first class mail, properly stamped and addressed and including return address, to the Owner at the address shown in section 1.

Owner agrees to give Resident any notice to be provided in writing under this Lease by letter sent first class, properly stamped and addressed and including a return address to Resident's address at the Development and by personal delivery of a copy of the letter to any adult person answering the door, if possible, or else affixing to the door.

Service is effective once all required notices have been given. The date on which notice is considered to be received is the date on which the notice is mailed or personally delivered, whichever is later.

23. LIHTC and HOME

Income can increase to 140% AMI which is appropriate for LIHTC, however for HOME units can only increase to 80% AMI before rent must be adjusted to be 30% of the tenant's income. Please assure that all HOME (of HOME and LIHTC as the most restrictive reg. applies) unit's recertification forms are corrected to reflect this information,

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24. Attachments to the Lease:

Residents certify that Resident has received a copy of this Lease and the following Attachments to this Lease and understands that these Attachments are part of this Lease:

- | | |
|---------------|---------------------------------------|
| a. Attachment | 1. Tenant Income Certification |
| b. Attachment | 2. Unit Inspection Report |
| c. Attachment | 3. Smoke Detector Form |
| d. Attachment | 4. Security Deposit Form |
| e. Attachment | 5. ACH-Automatic Rent Deduction Form |
| f. Attachment | 6. House Rules (if any) |
| g. Attachment | 7. Pet Rules (if any) No Pets allowed |

24. Signatures:

Resident:

1. _____

Date:

2. _____

Date:

3. _____

Date:

Owner:

Paul A. Gerrard; Owner/ Jane Benson; Agent

Date: