

RESIDENTIAL LEASE AGREEMENT

THIS LEASE AGREEMENT is dated _____ and is between CASA of the 7th Judicial District (hereinafter referred to as "Landlord") and _____ (hereinafter referred to as "Tenant")

1. **LANDLORD**

CASA of the 7th Judicial District
147 N Townsend Ave., Montrose CO 81401
970-249-0337

The Property has received Project Based Supportive Housing Vouchers funded by the State of Colorado. By entering into this lease, both the Landlord and Tenant have verified the following:

- Age 18 or older
- Extremely low-income (at or below 30% Area Median Income)
- Disabling condition (a condition that limits an individual's ability to perform one or more activities of daily living; this could be a physical condition, developmental condition, and/or behavioral health condition)
- History of homelessness (i.e., meets the HUD definition of homelessness and/or is leaving an institutional setting and would otherwise be homeless upon exit)

2. **PREMISES.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, **the Residence at** _____ (the "Premises"), in **the community** commonly known as The Village on San Juan upon the terms and conditions hereinafter set forth.

3. **TERM.** The term of this lease shall be for 12 months, such term beginning on _____ / _____ / _____ and ending on _____ / _____ / _____

4. **RENT.** The total rent for the term hereof is the sum of _____ DOLLARS. The initial rent for the first month of occupancy. Rent is due on the on the first day of the month. Rent may be paid in any form of legal tender. Checks and money orders shall be made payable to **CASA of the 7th Judicial District**. Payments may be mailed to: **PO Box 1708, Montrose CO 81402** or placed in the **Community Center Drop Box** at The Village on San Juan.

5. **RETURNED CHECKS.** If Tenants check is returned by the bank for lack of funds, Tenant shall redeem such check with a cashier's check or money order. Tenant also agrees to pay an amount equal to any bank charges incurred by Landlord.

6. **UTILITIES.**

Utilities are included in the rent.

USE OF PREMISES. The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of (names) _____ exclusively, as a private single-family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. The Tenant agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of landlord. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

ASSIGNMENT AND SUB-LETTING. Tenant shall not sublet or assign the Premises, or any part of the unit. An assignment, sub-letting or license or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

ALTERATIONS AND IMPROVEMENTS. Without prior written approval of Landlord, Tenant shall not:

- (a) Change or remove any part of the appliances, fixtures or equipment in the Premises.
- (b) Paint or install wallpaper in the Premises.
- (c) Attach awnings or window guards in/on the Premises.
- (d) Attach or place any fixtures, signs or fences in/on the building, the common areas, or the grounds.
- (e) Attach any shelves, screen doors or other permanent improvements in/on the Premises.
- (f) Install washing machines, dryers, fans, heaters, or air conditioners in/on the Premises.
- (g) Install any antenna on the exterior of the Premises or other electrical connections in or about the Premises.

NON-DELIVERY OF POSSESSION the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have five (5) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, Tenant may terminate the lease by giving notice in writing to Landlord no later than the tenth such day of such delay, where upon tenant shall be entitled only to a refund of Tenant's prepaid rent.

HAZARDOUS MATERIALS. Tenant shall not keep in or about the residence any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion in the community or that might be considered hazardous or extra hazardous by any responsible insurance company.

OBLIGATIONS OF TENANT. During the lease term, as a condition of Tenant's continuing right to use and occupancy of the Premises, and in addition to other obligations imposed upon Tenant by law and by this Lease, Tenant agrees as follows:

- (a) Tenant, at his/her expense, shall keep and maintain the premises in good and tenant-able condition and in as good repair as at the beginning of the lease term, normal wear and tear excepted.
- (b) Tenant shall not obstruct the driveways and sidewalks.
- (c) Tenant shall keep all windows, glass, window coverings, doors, locks, and hardware in/on the Premises in good, clean order and repair.
- (d) Tenant shall not obstruct or cover the windows or doors.
- (e) Tenant shall not leave windows or doors in the residence in an open position during any inclement weather.
- (f) Tenant shall not hang any laundry, clothing, sheets, etc. from any window, rail, or porch, nor air or dry any of same within any yard area or space in or about the residence.
- (g) Tenant shall not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord.
- (h) Tenant shall keep all air conditioners clean and free from dirt and obstructions.
- (i) Tenant shall keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes, cat litter or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant.
- (j) Tenant and Tenant's family, guests, and invitees shall at all times maintain order in and about the Premises, the building and the grounds and shall not make or permit any loud or improper noises, or otherwise disturb other residents.
- (k) Tenant shall keep all radios, television sets, stereos, and media devices turned down to a level of sound that does not annoy or interfere with other residents.
- (l) Tenant shall deposit all trash, garbage, rubbish or refuse in the locations provided and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements.

- (m) Waterbeds, appliances or furnishings of Tenant which, in the reasonable discretion of Landlord, pose a potential risk of damage to the residence are not allowed without the Landlord's prior written consent and, if required by Landlord, only upon proof of adequate insurance satisfactory to Landlord.
- (n) Tenant shall notify the Management Agent immediately of any suspected water leaks, moisture problems or mold in dwelling units or common areas of the Apartment Complex.

DUTY TO OBSERVE RULES. Tenant agrees to obey all rules describing Tenant conduct and responsibilities. The Landlord may make reasonable additions or changes to these rules, upon adequate notice to the Tenant, and the Tenant agrees to abide by those additions or changes. Any violation of such rules shall be deemed a breach of this Lease.

DAMAGE TO PREMISES. In the event the residence is destroyed or rendered wholly un-inhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the residence, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the residence thereby be rendered un-inhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such un-inhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole residence, and such part so injured shall be restored by Landlord as fast as possible, after which the full rent shall begin again and the Agreement continue according to its terms. Liability for rent shall not abate if the loss, damages, or injury to the demised premises is caused by the negligence of Tenant, Tenant's occupants, guests or invitees.

RIGHT TO ENTER PREMISES. Landlord and Landlord's agents may, with 24 hour notice to Tenant, enter the residence at reasonable times for the purpose of inspecting the same, making repairs, or for other purposes authorized by law. Landlord may enter the residence at any time without advance notice when a health or safety emergency exists, or when Tenant is absent, and Landlord believes entry is necessary to protect the premises from damage.

SUBORDINATION OF LEASE. This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the property (of which the building forms a part) by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

SURRENDER OF PREMISES. Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this agreement, reasonable use and wear and tear thereof and damages by the elements excepted and shall surrender all keys to Landlord.

TENANT'S HOLDOVER. If Tenant remains in possession of the residence or any part thereof after the termination of the Lease, then in addition to its other rights and remedies provided by law, Landlord may treat such retention of possession as constituting an extension of this lease and bind Tenant, on a month-to-month basis, on the same terms and conditions contained herein.

ANIMALS. Pets of any kind are prohibited on the Premises or anywhere in the building. Assistive animals allowed by an approved request for Reasonable Accommodation, i.e., animals trained and used to assist a Tenant or a member of the Tenant's family who has a disability, are allowed.

INDEMNIFICATION. Except for the negligent acts or omissions of Landlord, Landlord shall not be liable to Tenant or others, including without limitation, Tenant's guests, occupants, and invitees, for any damage to or loss of any personal property located in or about the premises, or the building of which the Premises are a part, or for damage or loss to the person of the Tenant or others including Tenant's occupants, guest, and invitees. Tenant shall be responsible for all intentional and negligent acts, omissions, or breaches of this lease by Tenant or Tenant's occupants, guests, or invitees. Tenant shall be responsible for all damage to the residence and appliances and equipment belonging thereto caused by Tenant, Tenant's occupant's, guest and invitees and Tenant shall pay for all repairs to the premises and appliances and equipment belonging thereto necessitated by the acts of Tenant, Tenant's occupants, guests, and invitees. It is the responsibility of Tenant to provide insurance coverage for his/her personal property kept in his/her apartment, storage area, common area, or any area on Landlord's property.

DEFAULT. Failure of either party to comply substantially with any material provision hereof is a breach of the Lease Agreement. Should Tenant neglect or fail to perform and observe any of the terms of the this Agreement, Landlord may give Tenant written notice of such breach requiring Tenant to remedy the breach or vacate the residence on or before a date at least five (5) days after the giving of such notice, and if Tenant fails to comply with such notice, Landlord may declare this tenancy terminated and institute action to evict Tenant from the Premises without limiting the liability of Tenant for the rent due or to become due under this Lease. If Tenant has been given such notice and has remedied the breach or been permitted to remain on the Premises, and within one (1) year of such previous breach, tenant commits a similar breach, this lease may be terminated if, before the breach has been

remedied, Landlord gives notice to Tenant to vacate on or before a date at least thirty (30) days after the giving of the notice as provided in 24 CFR 92.253(c)

NOTICES. Notices to Landlord shall be made in writing and delivered to Landlord's agent authorized to receive notices as described on page one. Notices shall be personally delivered to the agent or sent by registered or certified mail. Notices to Tenant shall be made in writing and: 1) personally delivered to Tenant; or 2) personally delivered to a competent member of Tenant's family at the Premises who is at least fourteen years of age and who is informed of the contents of the notice; or 3) delivering the notice to a competent person apparently in charge of the Premises and by mailing a copy by regular or other mail to the Tenant's last known address; or 4) if delivery cannot be made under above provisions with reasonable diligence, then by affixing the notice in a conspicuous place on the premises where it can be conveniently read and by mailing a copy by regular or other mail to the Tenant's last known address; or 5) by mailing a copy of the notice by registered or certified mail to the Tenant's last known address.

ATTACHMENTS TO THE LEASE AGREEMENT. Tenant certifies that he/she has received a copy of this Lease and the following Attachments and understands that these Attachments are part of this Lease Agreement.

(a) Tenant Manual

GOVERNING LAW. This Agreement shall be governed, construed, and interpreted by, through and under the Laws of the State of Colorado.

DESCRIPTIVE HEADINGS. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

NON-WAIVER. No indulgence, waiver, election or non-election by Landlord under this Agreement shall effect Tenant's duties and liabilities hereunder.

CUMULATIVE REMEDIES. The rights, remedies and penalties provided in this chapter are cumulative, are not mutually exclusive and are in addition to any other rights, remedies and penalties allowed by law or equity.

MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

Landlord

Print name Signature Date

Tenant

Print name Signature Date

Print name Signature Date

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS
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This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

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

Conflicts with Other Provisions of the Lease

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

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

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

Tenant

Date

Landlord

Date

DECLARATION OF SECTION 214 STATUS

Notice to applicants and tenants: In order to be eligible to receive the housing assistance sought, each applicant for or recipient of housing assistance must be lawfully within the United States. Please read the Declaration statement carefully and sign and return to the Housing Authority's Admissions Office. Please feel free to consult with an immigration lawyer or other immigration expert of your choosing.

I, _____ certify, under penalty of perjury, that to the best of my knowledge, I am lawfully within the United States because:

I am a citizen by birth, naturalized citizen or national of the United States.

OR:

I have eligible immigration status and I am 62 years of age or older (attach proof of age).

OR:

I have eligible immigration status as checked below (see reverse side of this form for explanations). Attach INS document(s) evidencing eligible immigration status and signed verification consent form.

Immigrant status under #1001(a)(15) or 101(a)(20) of the INA

OR:

Permanent residence under #249 of INA

OR:

Refugee, asylum or conditional entry status under #207, 208 or 203 of the INA

OR:

Parole status under #212(d)(f) of the INA

OR:

Threat to life of freedom under #243(h) of the INA

OR:

Amnesty under #254 of the INA

Signature of Family Member

Date

Check box if signature of adult residing in the unit is responsible for a child named on statement above.

HA: Enter INS/SAVE Primary Verification # _____ Date _____

Warning: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious or fraudulent statement or entry, in any manner within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

The Village on San Juan Lease Addendum Occupancy of Accessible Unit

Accessible Units at the Village on San Juan: 840 & 836 Jasper; 900, 910 & 913 Topaz

Utilization of Accessible Housing Units shall be accomplished with the following priorities: When an Accessible Housing Unit becomes available, The Village on San Juan, before offering such unit to a non-disabled applicant, will offer the unit in the following order of priority to:

1. Current tenants with disabilities in the same Housing Development,
2. Tenants with disabilities in a Housing Development under common control,
3. Eligible qualified applicants with disabilities on the Housing Development's wait list who require the accessible features, and
4. Current tenants of a Housing Development who need the accessible features of the Housing Unit.
5. If there is no eligible current tenant or applicant in need of the accessible features, then the Housing Development shall conduct targeted outreach and marketing to attempt to identify an individual in need of the accessible features.

If none of those steps are successful, then the unit may be offered to a non-disabled applicant provided that such applicant signs the Lease Addendum provided below.

I, _____ acknowledge that I am occupying an Accessible Housing Unit or a unit with accessible features, although no one in my household currently requires these features.

Date ____/____/_____

The Village on San Juan may relocate my household to a vacant, non-accessible unit of comparable size, finishes, and amenities, at the same Housing Development, with a minimum of thirty (30) Days of notice by the Owner and/or Property Management Agent, when there is an eligible applicant or existing resident with a disability who requires the accessibility features of the unit.