



DWELLING LEASE

GUIN

HACKLEBURG

BEAR CREEK

WINFIELD

This first page of your lease may change because of provisions in Section III. Tenant agrees to replace this page or abide by a lease addendum provided by the Landlord and mailed to the Tenant as required. Tenant agrees that the remainder of the lease shall remain in full force and effect.

THIS LEASE MUST BE SIGNED BY ALL ADULT MEMBERS OF THE FAMILY

State of Alabama
County of: **MARION**

This lease is effective

Date

I. IDENTIFICATION OF PARTIES AND PREMISES:

The Housing Authority identified above, (called Landlord in this lease) relying upon the statements, certifications, and other information provided by the Tenant, also known as Tenant in this Lease, concerning the household composition, income and employment of all family members as reported in Tenant's signed Application for Admission or Continued Occupancy, agrees to lease to Tenant under the terms and conditions of this lease the premises designated as Apartment (Unit) No. _____ located at _____, Alabama, (called premises in this lease) consisting of _____ bedrooms. By signing this lease Tenant agrees to all the terms and conditions of this lease.

Members of Tenant Household	Relationship	Social Security Number
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

II. TERM, AMOUNT, AND DUE DATE OF RENT, SECURITY DEPOSIT, AND OTHER CHARGES:

(A) Rent is due and payable in advance without notice on the first day of each month and is delinquent after the 6th day of the month. Tenant will pay an amount equal to the product of the number of days of actual occupancy multiplied by 1/30 of the monthly rent stipulated for the period beginning _____ and ending at midnight _____. The monthly rent is \$_____. The Utility Allowance allowed for the unit is \$_____. The Tenant shall pay on the first day of the month in advance to the housing authority the sum of \$_____, which is the difference between the rent and the utility allowance allowed. If this is a negative amount, the Housing Authority shall pay this amount to the Tenant, or, at the discretion of the housing authority, jointly to the tenant and a utility provider, or directly to a utility provider, unless this lease has been terminated for violations of the provisions of the lease. If a redetermination of rent determines an amount previously due but unpaid, (retroactive rent) such redetermined rent amount may be included in the amount stated above as due monthly. Partial payments will not be accepted after the due date (first of each month). If the lease is terminated by the Landlord for violation of the terms of the lease, the Utility Allowance shall not be paid to or on behalf of the Tenant. The Utility Allowance will be deposited into an escrow account during the pendency of any grievance process that was timely filed. If an eviction action is filed in Court, no Utility Allowance will be paid to or on behalf of the Tenant unless ordered by a Court. This lease, until terminated for violation of the lease or modified as provided for herein (change in income or family composition, etc.), shall be automatically renewed for successive periods of one year. **FAILURE TO MEET THE COMMUNITY SERVICE REQUIREMENTS IN THE ADMISSIONS AND CONTINUED OCCUPANCY POLICY SHALL BE GROUNDS FOR NON-RENEWAL OF THE LEASE.** If Landlord must take legal action against Tenant because of a violation by Tenant of provisions of this lease, and Landlord prevails in such action, Tenant may be assessed attorney fees and court costs associated with the legal action by the Court. Amounts due under this lease, other than rent, may be collected after Landlord gives Tenant a 14 day written notice.

(B) Tenant agrees to pay a security deposit of \$_____. The security deposit may be paid in installments of \$_____ each with the first installment due with the first rent payment and thereafter an installment due with each later rent payment until the entire security deposit is paid. The security deposit may be used by Landlord at the termination of the lease toward payment of any rent or toward payment of any other costs made necessary because of Tenant's occupancy of the premises

(C) Tenant is advised that Alabama law in part defines Public Assistance Fraud and the penalties as follows – Public assistance means money or property provided directly or indirectly to eligible persons through programs of the federal government, the state, or any political subdivision thereof, **including any program administered by a public housing authority.** It shall be unlawful for an individual or business entity to knowingly do any of the following: (1) Fail, by false statement, misrepresentation, impersonation, or other fraudulent means, to disclose a material fact used in making a determination as to the qualification of the person to receive public assistance. (2) Fail to disclose a change in circumstances in order to obtain or continue to receive any public assistance to which he or she is not entitled or in an amount larger than that to which he or she is entitled. (3) Aid and abet another person in the commission of the prohibitions enumerated in subdivision (1) and (2) or in any way receive, attempt to receive, or aid and abet in the receipt of unauthorized payments or other unauthorized public assistance or authorization or identification to obtain public assistance. In addition to any other penalty provided by law, an individual or business entity that violates this section in an aggregate value of two hundred dollars (\$200) or more shall be guilty of a Class C felony. OR an individual or business entity that violates this section in an amount less than the aggregate value of two hundred dollars (\$200) shall be guilty of a Class A misdemeanor. Three (3) or more violations of this section shall establish a rebuttable presumption that the individual knowingly violated this section (13A-9-150, Code of Alabama, 1975).

(D) Utilities and Utility Charges: Landlord also agrees to furnish: _____ in the amounts specified in the posted Schedule of Utility Allowances. Tenant agrees to furnish and maintain: _____ service.

Zero Tolerance Policy:

The Landlord has a zero tolerance policy with respect to violations of lease terms regarding drug and/or criminal activity. Tenants and/or guests who engage in drug and other criminal activity will face swift eviction action as outlined in this lease.

Guin	Hackleburg	Bear Creek	Winfield	Date
By: HA			Other Adult Member	
Head of House			Other Adult Member	
Spouse			Other Adult Member	
Other Adult Member			Other Adult Member	

I have received a copy of this lease and I hereby declare that the facts given in my Application for Housing and Continued Occupancy are true. I understand that if these facts are not true, this lease will be terminated, and I will be required to vacate. I certify that no member of the household is subject to a lifetime registration requirement under the state sex offender registration program. Requests for a **Reasonable Accommodation** for a disability may be made at any time through the Central Office and/or the Property Manager.

A \$25.00 PENALTY IS CHARGED IF RENT IS NOT PAID BY THE 10th OF THE MONTH.

Copies of all procedures, policy, and other documents referred to in this lease are available for review upon request during the normal business hours of Landlord.



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(B) Tenant has paid a security deposit of \$100.00. The security deposit may be used by Landlord at the termination of the lease toward payment of any rent or toward payment of any other costs made necessary because of Tenant's occupancy of the premises.

(C) Tenant is advised that Alabama law in part defines Public Assistance Fraud and the penalties as follows – Public assistance means money or property provided directly or indirectly to eligible persons through programs of the federal government, the state, or any political subdivision thereof, **including any program administered by a public housing authority.** It shall be unlawful for an individual or business entity to knowingly do any of the following: (1) Fail, by false statement, misrepresentation, impersonation, or other fraudulent means, to disclose a material fact used in making a determination as to the qualification of the person to receive public assistance. (2) Fail to disclose a change in circumstances in order to obtain or continue to receive any public assistance to which he or she is not entitled or in an amount larger than that to which he or she is entitled. (3) Aid and abet another person in the commission of the prohibitions enumerated in subdivision (1) and (2) or in any way receive, attempt to receive, or aid and abet in the receipt of unauthorized payments or other unauthorized payments or other unauthorized public assistance or authorization or identification to obtain public assistance. In addition to any other penalty provided by law, an individual or business entity that violates this section in an aggregate value of two hundred dollars (\$200) or more shall be guilty of a Class C felony. OR an individual or business entity that violates this section in an amount less than the aggregate value of two hundred dollars (\$200) shall be guilty of a Class A misdemeanor. Three (3) or more violations of this section shall establish a rebuttable presumption that the individual knowingly violated this section (13A-9-150, Code of Alabama, 1975).

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