

HOUSING AUTHORITY OF THE CITY OF LIVERMORE

APARTMENT LEASE # _____

NAME OF TENANT(S) _____

ADDRESS Leahy Way, Livermore, California 94550

MONTHLY RENT \$.00 EFFECTIVE DATE, 1, 2017 NO. BEDROOMS: 3

THE HOUSING AUTHORITY OF THE CITY OF LIVERMORE (Management) leases to _____
_____(Tenant) the apartment described above under the terms
and conditions stated herein.

1. TERM OF LEASE

This Lease is for an initial term of 12 months.

2. RENEWAL OF LEASE

The lease will be automatically renewed for all purposes, except for noncompliance with the community service requirements.

3. MEMBERS OF HOUSEHOLD

Only the following persons may live in the apartment with the named tenant:

NAME	RELATIONSHIP	BIRTH DATE	SOCIAL SECURITY #

The family must promptly inform Management of the birth, adoption or court-awarded custody of a child. The family must request Management approval to add another family member as an occupant of the unit.

4. TENANT'S RIGHT TO USE, GUEST

Tenant shall not have boarders or lodgers. Tenant shall have the right to the exclusive use and occupancy of the apartment. Tenant may have guests or visitors for up to seven (7) consecutive days, but guests may not stay more than once in a five (5) week period at the development site. Management's prior written approval is required if a guest is to stay beyond the initial seven (7) days. Tenant may request that guests stay for a longer period by making a written request to Management stating how long the guest(s) is to stay, name of guest(s), and the reason for staying. Management will promptly respond in writing to the request. With prior written approval from Management, Tenant may have foster children care or live-in aides as members of Tenant's family. If a guest(s) behavior is determined unacceptable by Management, Management may

require that the guest leave the site immediately. The Tenant is responsible for their guests, and may be evicted because of a guest's behavior.

5. PAYMENTS DUE UNDER THE LEASE

- 1) The first rent payment for the period beginning 1, 2017 and ending 31, 2017, is \$.00. This payment is due at the time this Lease is signed.
- 2) The monthly rent of \$.00 is due on or before the first day of each month beginning, 1, 2017.
- 3) In the event this Lease is terminated by Tenant, as provided in Section 17, any rental refund due Tenant shall be prorated daily after the date of expiration of the thirty (30) day notice period. In the event Tenant vacates the premises without notice, Tenant shall be charged rent on a prorated daily basis for the shorter of the following times periods: (I) the number of days necessary for Management to re-rent the apartment, or (ii) for thirty (30) days after Management learns of vacancy.
- 4) Tenant is transferring from another Management operated apartment, payment of any unpaid balance due under the previous Lease shall be paid in full prior to the transfer, or if acceptable to Management, shall become a part of the consideration of this Lease.
- 5) Late Charge: Tenant agrees to pay the sum of \$15.00 as fixed damages for added administrative expense to the Authority when delinquent in paying rent or other obligations owing to the Authority. The late charge shall commence on the eighth day of the month.
- 6) Repeated late payment, which shall be defined as failure to pay the amount of rent before the eighth of the month, is a violation of the Lease. Four (4) such late payments within a 12-month period shall constitute a repeated late payment.

6. SECURITY DEPOSIT

Tenant agrees to pay \$ 300.00, as a security deposit. The Authority shall not charge a higher Security Deposit for Tenants with disabilities that use wheelchairs and/or have service or companion animals necessary as a reasonable accommodation. The Security Deposit shall be used by Management at Lease termination toward cost of repairing any intentional or negligent damages to the apartment and cleaning of the premises caused by Tenant, members of the household, guests, or associates, and to pay any rent or other charges owed by Tenant. The Security Deposit shall not be used to pay rent or other charges while the Tenant occupies the apartment. Payment of the Security Deposit is to be made upon occupancy. Management agrees to return the Security Deposit or any balance of the deposit within twenty-one days after Tenant vacates the apartment. If any deductions are made, Management will send Tenant a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

7. UTILITIES, SERVICES AND EQUIPMENT FURNISHED BY MANAGEMENT

Management will furnish water, garbage collection, and sewer service. A range, refrigerator, one portable air conditioner and a washer and dryer hook-up are provided. Residents will be required to provide and maintain their own washers and dryers. Management may charge for excess usage of water. Tenant is responsible for paying the full cost of any other utilities used. Management is not responsible for failure to furnish utilities by reason of any cause beyond its control. Tenant must provide all deposits as required by the utility company.

8. MAINTENANCE AND REPAIR CHARGES

Tenant shall pay such charges for the repair of those damages which are beyond normal wear and tear, to the apartment, development buildings, facilities or common areas and for cleaning and extermination made necessary by the action(s) or neglect of the Tenant, members of household, or guests.

All charges shall be billed according to the schedule of Charges for Services or Repairs maintained in the Management Office. The charge schedule may be changed from time to time by Management and will be sent to Tenant thirty (30) days before its effective date. Such schedule or its revisions are incorporated by reference herein. The bill shall specify the damages, work done, and the cost. Charges assessed Tenant by Management for maintenance, repairs, and servicing are due and collectible in full, two weeks after written notice of the charges. Failure to pay may result in legal action. A **\$15.00** late charge for added administrative expense for an unpaid balance may also be charged after 60 days.

9. PAYMENT LOCATION

Rent and other charges can be paid at the main office located at 3203 Leahy Way, Livermore, Ca. 94550, or by mail. However, if needed as a reasonable accommodation for disability, the Authority shall make other arrangements for payment of rent. The accommodation arrangement will be in writing and signed by both parties. The Authority will not accept cash. Only money orders and personal checks will be accepted. There will be a **\$25.00** dishonored bank check (bounce check) fee. After one (1) bad check, we will only accept a money order.

10. DETERMINATION OF RENT, APARTMENT SIZE, ELIGIBILITY

The rent amount as fixed in Part 5 of the Lease Agreement is due each month until changes as described below.

- a) The status of each family is to be re-examined at least once a year.
- b) Tenant promises to supply the Authority, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, and related information necessary to determine eligibility, annual income, adjusted income and rent.

Failure to supply such information when requested is a serious violation of the terms of the Lease, and the Authority may terminate the Lease.

All information must be verified. Tenant agrees to comply with the Authority's requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification.

The Authority shall give Tenant reasonable notice of what actions Tenant must take and of the date by which any such action must be taken for compliance under this section. This information will be used by the Authority to decide whether the amount of the rent should be changed, and whether the apartment size is still appropriate for Tenant's needs.

This determination will be made in accordance with the Admissions and Occupancy Policy, which is publicly maintained in the Project Office. A copy of the policies can be furnished on request at the expense of the person making the request.

Tenant agrees to transfer to an appropriate size dwelling unit based on family composition, upon appropriate notice by the Management that such a dwelling unit is available.

- c) Rent will not change during the period between regular re-examinations, UNLESS during such period:
 - 1) A person with income joins the household.

- 2) Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent.

If a reduction is granted, Tenant must report subsequent increases in income within thirty (30) days of the occurrence.

- 3) It is found that the Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged. The Authority then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred, and may seek eviction.

- d) Rent formulas or procedures are changed by Federal law or regulation.

All changes in family composition must be reported to the Housing Manager within thirty (30) days of the occurrence. Failure to report within the thirty (30) days may result in a retroactive rent charge, and possible eviction.

This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit. An exception will be made if it is determined that the move-in of a single adult child is essential for the mental or physical health of Tenant.

- e) Rent Adjustment: Tenant will be notified in writing of any rent adjustment due to the situations described above. All notices will state the effective date of rent adjustment.
 - 1) In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances provided Tenant reported the change by the 15th of the month.
 - 2) In case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within thirty (30) days of the occurrence the increase will become effective the first day of the 2nd month following the month in which the Authority notifies the Tenant of the law or regulatory change.
 - 3) In the case of a rent increase due to a change in Federal law or regulations, the increase will become effective the first day of the second month following the month in which the Authority notifies the Tenant of the law or regulatory change.
 - 4) In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), the Authority shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred. The Authority may also pursue eviction.
 - 5) When the Management predetermines the amount of rent payable by the tenant, not including determination of the Phi's schedule of Utility Allowances for families in the Phi's Public Housing Program, or determines that the tenant must transfer to another unit based on family composition, the Management shall notify the tenant that the tenant may ask for an explanation stating the specific grounds of the determination, and that if the tenant does not agree with the determination, the tenant shall have the right to request a hearing under the PHI grievance procedure.

11. OBLIGATIONS OF TENANT, MEMBER OF HOUSEHOLD, AND GUESTS

Tenant is obligated to comply with the following rules. Tenant is also responsible for causing members of the household and guests to comply with the following:

- a) To pay rent when due.
- b) Tenant shall report within thirty (30) days of occurrence, any change in the household composition (such as changes in the number of persons in the household). Failure to do so will result in a Lease violation, which may cause Management to take steps to terminate the Lease.
- c) Not to assign the Lease, nor sublease the apartment.
- d) Not to provide housing for boarders or lodgers.
- e) To use the apartment solely as a private apartment for Tenant and Tenant's household, as identified in Section 3 and 4, and not to use the apartment or permit its use for any other purpose.
- f) To abide by all regulations issued by Management for the benefit and well being of the housing development and its Tenants. These regulations shall be maintained in the Management office and incorporated by reference in this Lease. Violations of such regulations constitute a violation of the Lease. (The regulations include Leahy Square Parking Policy, Schedule of Maintenance Charges, HUD regulations, Administrative Plan, etc.)
- g) To keep the apartment in a clean and safe condition.
- h) To dispose of all garbage, rubbish, cooking oil, automotive fluids, and other waste from the premises in a sanitary and safe manner only in containers approved by Management.
- i) To use in a reasonable manner all electrical, plumbing, heating, sanitary, ventilating, air conditioning, and other facilities in the development building and common areas.
- j) To refrain from scattering rubbish, destroying, defacing, damaging, or removing any part of the apartment or development.
- k) To pay reasonable charges, (other than for normal wear and tear), for the repair of damages to the apartment, development buildings, facilities, or common areas caused by Tenant, members of the household, or guests.
- l) To conduct himself/herself and cause other persons who are in the apartment or in the common areas of the development with Tenant's consent to conduct themselves in a manner which will not disturb neighbor's peaceful enjoyment of their housing and which will assist in maintaining the development in a decent, safe, and sanitary condition.
- m) To assure that the Tenant, any member of the household, guest, or another person under Tenant's control, shall not engage in:
 - 1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's housing premises of other residents or employees of the Authority.
 - 2) Any drug-related criminal activity on or off the premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the apartment. (For the purposes of this Lease, the term drug-related activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance.
 - 3) Any abuse or a pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents.
- n) To make no alterations or repairs or redecorations to the interior of the apartment or to the equipment, nor to install additional equipment, or major appliances (personal refrigerators, freezers, or air conditioners) without written consent of the Authority. To make no changes to locks or install new locks on exterior doors without the Authority's written approval. Any carpeting must have prior written

approval of Management. Waterbeds are not allowed. TV or CB antennas are not allowed on the building or in the patios. Small satellite dishes may be approved by Management.

- o) Residents must have prior approval of the management before moving a pet into their unit. Household pets under 30 pounds are allowed with a refundable deposit of \$ 200.00 and residents agreement to maintain the pet responsibly in accordance with applicable State and local public health, animal control and anti-cruelty laws and regulations, and in accordance with the PHI policy. A copy of the policy will be provided to each pet owner and will be on file in the management office for review. This policy does not affect pre-existing regulations covering pet ownership for residents that are elderly. Animals that assist, support or provide service to persons with disabilities are also not affected.
- p) Not to display on or about the premises any signs, advertisement goods, or services without prior written approval of Management.
- q) Not to commit any fraud in connection with any Federal housing assistance program, and not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the Lease.
- r) To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.
- s) To act in a cooperative manner with neighbors and the Authority's staff. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and the Authority's staff.
- t) To use reasonable care to keep the apartment in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. Tenant shall report any vandalism to apartment or grounds. TENANT SHALL NOTIFY THE AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO THE APARTMENT, and of known unsafe or unsanitary conditions in the apartment or in common areas and grounds of the development. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- u) To remove any personal property left on Authority property when Tenant leaves, abandons or surrenders the apartment. Property left for more than the number of days set by California State Law, shall be considered abandoned and will be disposed of by the Authority. Costs for storage and disposal shall be assessed against the former Tenant.
- v) Not to create (by act or omission) or permit to exist any condition on the premises which results in risk to personal health or safety of any person or damage to property (e.g. discharge any type of firearm, air gun, slingshot, or missile device, or fireworks, or the inappropriate display or brandishing of a weapon).
- w) To park operable vehicle in assigned space and be responsible to see that guests park in unmarked or visitor spaces only. To remove from Authority property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by the Authority. Any inoperable or unlicensed vehicle as described above will be removed from Authority property at Tenant's expense. Automobile repairs are not permitted on project site.
- x) To comply with community service or self-sufficiency program requirements.
- y) To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.
- z) Hazardous Defects: Tenant shall take every care to prevent fires, not to keep any gasoline or gasoline operated device, solvents, or other combustible materials or substances in or at the apartment or on the development site, and to exercise particular caution with respect to children playing with matches and/or lighters. In the event the premises are damaged or that conditions created are hazardous to life, health, or safety of the occupants;
 - 1) Tenant shall immediately notify Management of the damage.
 - 2) Management shall be responsible for repair of the apartment within a reasonable time. If Tenant, members of the household or guests, causes the damage Tenant shall pay the reasonable costs of repair.

- 4) Management shall offer decent, safe, and sanitary alternative housing, if available, when necessary repairs cannot be made in a reasonable time.
- 5) Management shall make an offer of alternative housing if available. In the event repairs are not made within a reasonable time, or alternative housing is not available, Tenant shall pay a lower rent in proportion to the seriousness of the damage. Tenant shall not pay a lower rent if he/she refuses the decent, safe, and sanitary alternative housing or if Tenant, members of the household or guests caused the damage.
- 6) The Authority will seek eviction when a fire is caused by the Tenant because of careless housekeeping, leaving flammable items in reach of children or guests, intentionally set by the Tenant (also by member of the household, or guests, including unsupervised children), or Tenant refuses to pay the cost of repairs, at least the Authority's insurance deductible.

12. MANAGEMENT'S OBLIGATIONS

- a) Maintain the apartment, development buildings, facilities, and common areas in a decent, safe, and sanitary condition.
- b) Comply with the requirements of the applicable building codes, housing codes, and regulations of the Department of Housing and Urban Development (HUD), materially affecting health and safety.
- c) Make necessary repairs to the apartment and surrounding areas.
- d) Keep development buildings, facilities, and common areas, not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition.
- e) Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances supplied or required to be supplied by Management.
- f) Provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Tenant family) for the deposit of trash, garbage, rubbish and other waste removal from the premises by Tenant in accordance with Section 11, Paragraph (h).
- g) Supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year, except where heat or hot water is generated by an installation within Tenant's exclusive control and is supplied by a direct utility connection.
- h) To notify the Tenant of the specific grounds for any proposal adverse action by Management. This may include, but is not limited to, proposed Lease termination, transfer of Tenant to another unit, or charges for repairs. Also, when the Authority is required to offer the Tenant a hearing under the Authority's Grievance Procedure.
- i) Reasonable Accommodations: Housing providers must make reasonable accommodations in Lease and other policy requirements when requested by a qualified resident with disabilities. The concept of reasonable accommodation involves helping a resident meet essential Lease requirements; it does not require the lowering or waiving of essential requirements. Accommodations are not reasonable if they require a fundamental alteration in the nature of the program or impose undue financial and administration burdens on the housing provider. The Tenant will normally be required to pay for costs associated with the accommodation.
- j) To offer resident family the choice annually to choose between flat rent and income-based rent.

13. INSPECTIONS AND ACCESS

- a) Move-in Inspection: The Authority and Tenant or representative shall inspect the apartment prior to occupancy by Tenant. The Authority will give Tenant a written statement of the condition of the apartment, both inside and outside, and note any equipment provided with the apartment. The statement shall be signed by the Authority and Tenant and a copy of the statement retained in Tenant's folder. The Authority, at no charge to Tenant, will correct any deficiencies noted on the inspection report.

- b) Other Inspections: The Authority will inspect the apartment at least annually to check needed maintenance, Tenant housekeeping, and other Lease compliance matters. Tenant will receive a written statement of the charges, if any, for repairs or removal of non-approved alterations to the unit.
- c) Move-out Inspection: The Authority will inspect the apartment at time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and /or representative may join in such inspection, unless Tenant vacates without notice to the Authority.
- d) Management may enter Tenant's apartment as follows:
 - 1) Management shall provide Tenant with two days (48) hours written notice stating the purpose of performing routine inspection and/or maintenance, making improvements or repairs, or to show the premises for releasing.
 - 2) Management may enter Tenant's apartment at any time without advance notification when there is a reasonable cause to believe an emergency exists.
 - 3) If Tenant and adult members of the household are absent at the time of entry, Management shall leave a written statement in the apartment, specifying the date, time, and purpose of entry.

14. NOTICES PROCEDURE

- a) Tenant Responsibility: Any notice to the Housing Authority must be in writing, delivered to the Housing Authority's Central Office, or sent by prepaid first-class mail, properly addressed.
- b) Authority Responsibility: Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the apartment, or sent by prepaid first-class mail addressed to Tenant.
- c) Unopened, canceled, first-class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.
- d) If Tenant is visually impaired, all notices will be in an accessible format.

15. TERMINATION OF THE LEASE

This Lease may be terminated for the following violations of material terms of the Lease, such as failure to make payments due under the Lease or to fulfill Tenant Obligations set forth in Section 11 above, or for other good cause.

Such violation of terms **shall include but not be limited to:**

- 1) The failure to pay rent or other payments when due;
- 2) Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the 7th of the month. Four (4) such late payments within a 12-month period shall constitute a repeated late payment;
- 3) Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities;
- 4) Misrepresentation of family income, assets, or composition;
- 5) Failure to supply, in a timely fashion, any certification, release information, or documentation on family income or composition needed to process annual reexaminations;
- 6) Serious or repeated damage to the apartment, creation of physical hazards in the unit, common areas, grounds, or parking areas of development;
- 7) Criminal activity by Tenant, household member, guest, or other person under Tenant's control; including criminal activity that threatens the health, safety or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees, or any drug-related criminal activity on or off the premises;
- 8) Alcohol abuse that the Authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- 9) Weapons or illegal drugs seized in an Authority apartment by a law enforcement officer;

- 10) Any fire on Authority premises caused by the Tenant, household member or guests' actions or neglect;
- 11) Neighborhood disturbances by Tenant, household member or guests of Tenant;
- 12) Criminal or other activity by a member of the household that threatens the health or safety of PHI management staff.
- 13) Failure of a family member to comply with community service or self-sufficiency work is grounds only for non-renewal of the lease and termination of tenancy at the end of the twelve-month lease term.
- 14) Failure of family member to accept PHA offer of a new lease or lease revision.
- 15) Violation of a tenant obligation.

16. TERMINATION NOTICES BY MANAGEMENT

Management shall give written notice of the proposed termination of the Lease by:

- a) A fourteen (14) day notice will be served on the 8th day of the month for non-payment of rent. The State required three (3) day Notice will be served after the fourteen (14) day notice expires.
- b) A reasonable time, proportionate to the urgency of the situation (but not to exceed 30 days) in the case or creation or maintenance of a threat to the health or safety of other Tenants or Management's employees. Under this provision, Management considers any fire caused by the action or failure to act on the part of the Tenant or guests as grounds for termination of the Lease for affected apartment or other apartment to which the Tenant and Tenant's household have been transferred. Management also considers the sale or use of drugs or illegal narcotics by Tenant, members of household or guests as grounds for termination under this provision.
- c) Thirty (30) Day Notice in all other cases.
- d) The notice of termination of tenancy shall state reasons for the termination, and shall inform Tenant of the right to make such reply as the Tenant may wish; Tenant's right to examine documents directly relevant to the termination or eviction; to afford the Tenant the opportunity for a grievance hearing when required.

17. TERMINATION OF LEASE BY TENANT

This Lease may be terminated by Tenant at any time by giving thirty (30) days written notice to Management. Tenant agrees to leave the apartment clean and in good condition, reasonable wear and tear excepted, remove all property and debris, and to return all keys and other borrowed items to Management immediately upon vacancy.

18. OTHER REASONS FOR TERMINATION OF THE LEASE

- a) The PHI will immediately terminate a resident's tenancy if the PHI determines that any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of met amphetamine on the premises of federally assisted housing.
- b) If, through any cause, a signer of the Lease ceases to be a member of Tenant's household, this Lease shall terminate. A new Lease may be executed and signed by the responsible remaining member of the household provided he/she conducts himself or herself as required by the terms and provisions of the Lease and the family continues to be eligible for low rent housing.
- c) If Tenant transfers to another apartment operated by Management, this Lease shall terminate and a new Lease shall be executed by the Tenant for the apartment into which the family is to move.
- d) The Management will evict by bringing a court action.
- e) In criminal activity evictions, Management shall have the discretion to consider all the circumstances of the case, including the seriousness of the offense, the extent of participation by family members, and the effects that the eviction would have on the family members not involved in the activity. When appropriate the Management may: permit continued occupancy by remaining family

members; impose a condition that family members who engaged in the activity will not reside in the unit; require a family member who 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.

- f) When Management evicts an individual of family from a dwelling unit for engaging in criminal activity, including drug related criminal activity; Management will notify the local post office serving the dwelling unit that such individual or family is no longer residing in the dwelling unit.

19. ABANDONMENT OF PROPERTY

If Tenant is absent from the apartment fourteen (14) consecutive days and rent is owed, Tenant shall, at the option of Management, be considered to have abandoned the apartment. Any of Tenant's remaining personal property shall be considered abandoned and may be disposed of by Management according to State law. Costs for storage and disposal shall be assessed against the former Tenant.

20. WAIVER OF LEASE PROVISIONS

Each and every term, covenant, and agreement herein contained shall be deemed a condition hereof. No oral agreements have been entered into, and this agreement shall not be modified unless such modification is reduced to writing and signed by Tenant and Management. Management's waiver of any breach of any term or condition of this agreement by Tenant shall not constitute a waiver of subsequent breaches by Tenant. The invalidity or partial invalidity of any provision of this agreement shall not render the remainder of the agreement invalid or unenforceable. Management does not give up its rights to pursue an eviction if it collects rent knowing that Tenant has not fulfilled Tenant's responsibilities under this Lease.

21. GRIEVANCE PROCEDURE

Disputes arising under this Lease concerning the obligations of Tenant or Management shall be resolved in accordance with the Grievance Procedure provided by Management, which is in effect at the time such grievance, or appeal arises. Such procedure is maintained in the Management Office and incorporated herein by reference. Excluded from the procedure are cases involving termination of tenancy for any activity, not just a criminal activity, that threatens the health, safety, or right to peaceful enjoyment of the premises by other Tenants or employees of the Authority, or any drug-related criminal activity on or off such premises, not just on or near such premises.

When the Management is not required to afford the tenant a hearing under the Grievance Procedure the Notice of Lease termination shall state that the tenant is not entitled to a grievance hearing on the termination; specify the judicial eviction procedure to be used by the Management for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process; state whether the eviction is for criminal activity or for a drug-related criminal activity.

22. ATTORNEY FEES AND COURT COSTS

In the event that Management or Tenant shall commence with any legal action or proceeding against the other to enforce any covenant, term or condition of this Lease, the prevailing party shall be entitled to recover an award of reasonable attorney fees and court costs.

23. PROVISION FOR MODIFICATIONS

Changes to this Lease, other than changes in Tenant rent amount, shall be by written addendum signed by Tenant and Management.

- a) The schedule of charges for services and repairs, occupancy policies, reexamination schedule, house rules, and grievance procedure, all incorporated into this Lease by reference, may be changed from time-to-time by Management. Tenant shall be given thirty (30) days written notice setting forth the proposed changes, the reasons for them, and providing Tenant with an opportunity to make written comments.

Management shall take tenants written comments into consideration before the proposed changes become effective. Management, however, will have final say as to the determination as to the proposed changes and any considerations suggested by Tenant. A copy of notice shall be:

- 1) Delivered directly or mailed to Tenant; or
- 2) Posted in at least three (3) conspicuous places within the development site in which the affected apartments are located, as well as maintained at Management's Central Office.

BY SIGNING BELOW, TENANT AND MANAGEMENT ENTER INTO THIS LEASE AGREEMENT, WHICH SHALL TAKE EFFECT ON THE "EFFECTIVE DATE" SHOWN ON THE TOP OF PAGE 1 OF THIS LEASE.

HOUSING AUTHORITY OF THE
CITY OF LIVERMORE

Head Date

Diana Thomas Date
Housing Manager

Spouse Date

Other Adult Date

Other Adult Date