



Account # _____
 Unit Size _____
 Project Name & Number _____
 Prorated Rent _____
 Monthly Rent _____
 Security Deposit _____
 Original Move-in Date _____

420 South 8th Street
 Louisville, Kentucky 40203

**LOUISVILLE METRO HOUSING AUTHORITY
 RESIDENTIAL LEASE AGREEMENT**

THIS AGREEMENT, executed this _____ day of _____, 20____ by and between the Louisville Metro Housing Authority (herein called "Management"), and _____ (herein called the "Resident").

WITNESSETH:

1. That Management, relying upon the representation of the Resident as to Resident's income, family composition and housing need, hereby leases to Resident, upon conditions set forth in this residential lease agreement and further described below, the dwelling unit LOCATED AT: _____ (and hereinafter called the "dwelling unit") to be occupied as a private residence by only Resident and household members listed below. The UNIT NUMBER is _____.
2. Family Composition: The Resident's family is composed of only the individuals listed below. (Other than the individual designated "Head" below, other family members who are to appear on the lease shall be listed by age, oldest to youngest.) The "Head" and all adult members 18 or older shall execute the lease.

NAME	SEX	BIRTH DATE	SOCIAL SECURITY NUMBER	RELATIONSHIP	DROP	ADD	DATE
				HEAD			

A. INITIAL PERIOD OF LEASE AND OCCUPANCY RENT:

The initial term of this lease shall be for a period of one year, and shall begin on _____. Rent shall be determined in accordance with the federal regulations, which govern the Management, and where appropriate shall conform to the definition prescribed for "total tenant payment." The prorated rental payment for the period from this date to the first day of the next month shall be \$_____, payable on or before the first date of occupancy. At the conclusion of the initial term of one year, the lease shall be automatically renewed for a period of one year in accordance with section B of this lease, provided the family has not violated the requirement for resident performance of community service. This lease may be terminated by Management at any time for serious, material, or repeated violations of the terms of the lease in accordance with section L of this lease.

B. AUTOMATIC RENEWAL OF LEASE AND MONTHLY RENT:

Rent for the above dwelling unit after any initial partial month and the first full month shall be \$_____ per calendar month. The regular monthly rental payment shall begin automatically for successive one (1) month terms at this rent or at such other rent as shall be determined from time to time on the basis of Resident's income or family circumstances as reported in accordance with section G of this lease. Rent shall be paid on the first (1st) day of the month at _____, or as may be changed from time to time upon written notification to Resident. If the full amount of any monthly payment is not received in the Management Office for the development by the eighth (8th) day of the month, a \$15.00 late fee will be assessed immediately after the eighth (8th) day and shall be due and payable immediately. If the rent is not paid by the eighth (8th) calendar day of the month, a Notice to Vacate will be issued to the tenant.

(Check one)

_____ This rent is based on the Management-determined flat rent for this unit. Families may change rent calculation methods at recertification. Families who have chosen the flat rent option may request a reexamination and change to the formula-based method at any time if the family's income has decreased, their ongoing expenses for such purposes as child care and medical care have changed, or any other circumstances that create a hardship for the family that would be alleviated by a change.

_____ This rent is based on the income and other information reported by the Resident. This amount is due on the first (1st) day of each month at the Management office and shall remain in effect until adjusted with the provisions of this Lease.

C. SECURITY DEPOSIT

1. The Resident agrees to pay a security deposit in an amount appropriate to one of the following categories:

Qualifies for a leasing incentive, and the amount of security deposit to be paid is: \$ _____.

Qualifies as an elderly or disabled resident, and the amount of security deposit to be paid is: \$ _____.

Qualifies for payment of a standard security deposit, and the amount of security deposit to be paid is: \$ _____.

Where financial hardship is demonstrated, the security deposit may be paid in up to three (3) installments. One-third shall be paid in advance, one-third with the second rent payment, and one-third with the third rent payment. This shall be at the sole discretion of the Housing Authority.

2. The security deposit shall be used by Management at the termination of the lease toward reimbursement of the cost for repairing any damage, normal wear and tear excepted, to the dwelling unit and for rent or other charges owed by the Resident.
3. Resident's security deposit shall be deposited and held in an account at _____ bank in account No. _____.
4. In the event the Resident leaves with rent due and owing and does not demand return of the security deposit, Management will, after thirty (30) days, remove the security deposit from the appropriate account and apply any excess to the debt owed. If deductions are made for rent or other charges owed by the Resident, Management will give the Resident a written statement of any such rent or charges. The security deposit may not be used to pay rent or other charges while the Resident occupies the dwelling.
5. In the event the Resident leaves not owing rent and having any refund due, Management will send notification to the last known or reasonably determinable address, of the amount of any refund due the Resident. In the event Management does not receive a response from the Resident within sixty (60) days from the sending of such notification, Management may remove the deposit from the account and retain it free from any claim of the Resident or any person claiming on behalf of Resident.
6. If the security deposit does not cover the total amount of damages and payment is not made within thirty (30) days, Management shall have the right to actively pursue the collection of such debt.

D. UTILITIES

1. Management agrees to furnish the following utilities in a reasonable manner: heat, hot and cold running water, gas or electricity for cooking, and electricity for lighting and general household appliances. No charges will be imposed for providing these utilities, except when the Resident's consumption exceeds a reasonable amount during any utility billing period, Management shall charge the Resident for excess consumption above the allowances stated in the utility allowance schedule located in the Management Offices.
2. Resident shall not install air conditioning units. The installation of Air Conditioning Units shall be performed by Management Maintenance staff. The Resident shall pay a maintenance charge for the installation of any air conditioners in Resident's unit unless the unit is installed as a reasonable accommodation for a resident with a qualifying disability.

I understand my monthly utility allowance beginning, _____, 20____ is \$_____ KWH Summer and _____ KWH Winter and any overage of my utility allowance will be billed to me quarterly. Excess utility charges of more than \$10 will automatically be split into three (3) monthly installments with each installment to be paid with the monthly rent.

E. RESPONSIBILITIES OF MANAGEMENT:

1. To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety; however, Management shall specifically not be responsible for security or police protection of the Resident or members of Resident's household or their possessions.
2. To keep site buildings, facilities, and common areas not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition.

3. To maintain in a good and safe working order and condition, electrical, plumbing, sanitary, heating, ventilating, appliances, and any other facilities or equipment supplied by Management.
4. To provide for the Resident exclusive use and occupancy of leased dwelling unit in compliance with section F.
5. To make necessary repairs to the unit. In the event Management determines repairs are not economically appropriate damaged items may be replaced or Management may provide alternative accommodations. The language herein shall not be used to relieve the resident of any obligation for payment of damages caused by resident, household members and guests or visitors to the unit.
6. To supply reasonable amounts of water, sewerage, electricity, hot water and reasonable amounts of heat at appropriate times of the year (according to local custom 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 Resident and supplied by a direct utility connection.
7. To advise residents of the specific grounds for any proposed Adverse Management Action. Such adverse actions may include but not be limited to lease termination, transfer, and retroactive rent charges. In the event of any adverse actions the Resident may seek to use the Grievance Procedure. In some cases of lease termination a resident may not be entitled to a grievance hearing.

F. RESPONSIBILITIES OF THE RESIDENT:

1. No Resident, any member of Resident's household, a guest, a visitor, any individual on the premises through any association with the Resident or any person under the Resident's control shall use, possess, manufacture, distribute, or sell any illegal drug or controlled substance (as defined in section 102 of the Controlled Substance Act, (21 U.S.C. 802)) of any kind or nature. Furthermore, no Resident, any member of Resident's household, a guest, a visitor, any individual on the premises through any association with the Resident or any person under the Resident's control, shall engage in any activity whatsoever connected and/or associated with the use, possession, manufacture, distribution or sale of any illegal drug or controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802)) of any kind or nature. Any single incident of such aforementioned conduct by Resident, or any member of Resident's household either within Resident's premises as well as on or off the premises, not just on or near the premises, shall be adequate grounds and good cause for termination of this dwelling lease (without further opportunity to cure or remedy such activity) and removal of Resident and all members of Resident's household from Management properties by proceedings in a court of proper jurisdiction.

In appropriate cases, the Management may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in criminal-related drug activity as described above will not reside in the unit.

2. Resident shall have the right to exclusive use and occupancy of the dwelling unit for Resident and other household members listed on the lease. With prior written consent from Management, members of the household may engage in legal profit-making activities in their dwelling unit. Resident shall conduct such profit-making activities in accordance with the Louisville Metro Housing Authority Admission and Continued Occupancy Policy.
3. Visitors and guests of the Resident must limit their stays to fourteen (14) calendar days per year whether or not such days are consecutive. Visits longer than fourteen (14) days are permitted only with the prior written approval of Management. Management has the right at any time to require Resident to verify in writing any guest's permanent residence.

4. Resident shall not allow any individuals other than persons specifically listed on the lease as household members to reside in the dwelling unit or to use the unit as a residential mailing address. Resident shall not allow the unit to be used as a place of shelter or temporary residence by boarders, lodgers, or other individuals not listed as household members of the unit.
5. Any additions to the household members named on this lease, including foster children, but excluding any family member added through birth, adoption, or court-awarded custody, require the advance written approval of the Management. Such approval will be granted only if new family members pass the Management's screening criteria and a unit of appropriate size is available. Although live-in aides may be added to the lease they are not considered "Family" members per the HUD definition of the term "Family"; however, they must also receive approval by Management prior to residing in dwelling unit. Resident agrees to wait for the Authority's approval before allowing additional persons to move into the dwelling unit.
6. To keep the dwelling unit, equipment located therein, and the area assigned to them in a clean, safe and sanitary condition. Resident shall notify Management promptly of known need for repairs to the dwelling unit or the premises and of known unsafe or unsanitary conditions in the unit, common areas and grounds of the development.
7. To keep the dwelling unit and other such areas as may be assigned to Resident for exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways for the exclusive use of Resident free from snow, ice and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be made by Management for residents who have no household members able to perform such tasks because of age or disability.
8. To dispose of all garbage, refuse and all other waste material by placing it in the appropriate receptacle in accordance with scheduled trash pickups.
9. The Resident is responsible to refrain from, and cause household members, guests, visitors and individuals in and around the unit by authority, permission or invitation of the Resident or the Resident household members to refrain from any conduct which:
 - (a) Is unlawful, unsafe, irresponsible, disorderly or violent or a hazard to the safety of any persons or property, including Resident, household members, visitors, neighbors or Management staff;
 - (b) Creates a nuisance or violates the City's Unnecessary Noise Ordinance (Municipal Ordinance 132.04).
 - (c) Is criminal activity that threatens the health and safety, or right to peaceful enjoyment of the premises of the Management by Residents or employees of the Management.
10. To ensure that resident, household members, guests, visitors, and individuals in and around the unit by authority, permission or invitation of Resident or Resident household members conduct themselves in a manner which will:
 - (a) Not disturb Resident's neighbors' peaceful enjoyment of their accommodations: and
 - (b) Be conducive to maintaining all Management's developments in a decent, safe and sanitary condition.
11. To keep no animals on or about the premises except in accordance with the Louisville Metro Housing Authority Pet Policy. This policy does not apply to service animals, support animals, assistance animals, or therapy animals that are used to assist persons with disabilities. These animals are allowed

in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors. The person requesting this exclusion to the Pet Policy must have a disability and the accommodation must be necessary to afford the person with a disability an equal opportunity to use and enjoy a dwelling.

12. To be aware that Management will not be responsible for property disposed of after having been left for seven (7) calendar days when the Resident surrenders the dwelling unit. In the case of an abandoned unit, a Management representative may enter the unit and dispose of any abandoned property in compliance with a Court order.
13. To refrain from using the parking lot or any other Management property for the repair of automobiles, machinery or equipment or for parking an unregistered or inoperable vehicle. Inoperable or unregistered vehicles will be removed from Management property at Resident's expense.
14. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating and other facilities and appurtenances, including elevators.
15. To pay upon receipt of any statement all maintenance charges and excess utility charges. These charges are due and payable within the timeframe indicated on the written notice.
16. To refrain from assigning this lease or subletting the dwelling unit in whole or in part, or giving accommodation to boarders or lodgers.
17. To abide by conditions governing occupancy as stated in the (ACOP) and to comply with reasonable and necessary policies, schedules, rules and regulations as set forth by Management. Upon 30 days written notice such policies, schedules, rules and regulations as set forth by Management may change from time to time. Any proposed changes will be posted for comment and available for Resident and Resident organizations' review according to proscribed procedures.
18. To comply with all regulations imposed upon Resident by applicable provisions of building and housing codes.
19. To refrain from, and cause household members and guests or individuals under the control of Resident to refrain from destroying, defacing, damaging or removing any part of the dwelling unit, site, common areas or other property of the Management.
20. To pay charges for the cost of repairs or replacements to dwelling unit, site, common areas or other property of Management negligently, intentionally or maliciously caused by Resident, household members or guests or any individuals under the control of Resident.
21. To refrain from displaying any signs of any type on the premises, other than from within the dwelling unit. The displaying of signs from within the dwelling unit must be in compliance with any and all federal, state and local laws or regulations. The display of signs on any Management bulletin boards shall be only with the prior approval of Management.
22. To refrain from causing any repair, alteration or modification of the dwelling unit, including changing keys and locks, and from installing or removing any major appliance such as air conditioner, ceiling fans, food freezer, etc., without the written consent of Management.
23. To give Management advance notice in writing of absence from dwelling unit for a period in excess of fourteen (14) days. Absence for more than fourteen (14) days from the premises without notice shall constitute abandonment of the dwelling unit.

24. To physically transfer from Resident's unit to a more appropriate sized unit, within five (5) calendar days following notification to the Resident from Management that an appropriate size unit is available. Any determinations regarding appropriate size of units shall be within the sole discretion of Management and shall be made in accordance with (ACOP).
25. To report changes in income and family composition as required by (ACOP), which is posted in the Management Office and by section G of this lease.
26. To move from Management's housing, if; during the term of this lease,
 - (a) Resident's self-reliance or self-sufficiency has deteriorated, to a condition that Resident is unable to attend to his/her day-to-day needs and cannot make arrangements for someone to aid him/her in attending to his/her day-to-day needs, and there are not reasonable accommodations available, or
 - (b) If by reason of physical or mental impairment is no longer able to comply with the material provisions of this lease and cannot make arrangements for someone to aid him/her in complying with the lease, and there are not reasonable accommodations available.
27. Not to display or use or allow members of the household or guests or individuals under the control of Resident to display or use any firearms, BB guns, pellet guns, slingshots, or other offensive weapons or "dangerous instruments" as defined by KRS 500.080 or any other laws of Kentucky in a manner that may create a threat to the health, safety and peaceful enjoyment of other residents or in any way endangers the life of other residents or Management staff and employees or in any way endangers property.

Resident shall advise Management in writing of the existence, possession, or storage of any firearms or weapons in the unit.

To keep any firearms stored in the dwelling unit in a locked gun cabinet supplied by Resident and approved by Management. Resident shall provide Management with a copy of the applicable permit or registration as required by State or Federal Laws as well as any local laws, regulations or ordinances for any weapon or firearm kept on the premises.
28. To be advised that when the dwelling unit is damaged by a fire and the Louisville Fire Department provides a written statement indicating that the probable cause of the fire was due to carelessness, neglect or a malicious act (as) by a Resident, household guest(s) or occupant(s) of the dwelling unit, or individual(s) under the control of Resident these cases will warrant severe action. Such action shall be deemed a serious violation of material terms of the lease and upon proper notice will be grounds for termination of the lease.
29. To refrain from erecting or hanging radio or television antennas on or from any part of the premises.
30. 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 this lease.
31. It shall be a violation of this lease for any resident or resident household member to allow or enable access to Management property or to facilitate or harbor any individual whom otherwise would be subject to prosecution for unlawful trespass.
32. No Resident shall erect, construct or have placed in or around the Resident's yard or any other area of the premises any fencing or other external structures without prior written authorization of Management.

33. Resident shall be responsible to make monthly inspections of the smoke detectors installed in the unit. In the event a smoke detector is not in proper working order Resident shall report same to the Management Office immediately. Resident shall be responsible for maintaining battery-operated smoke detectors with adequate batteries at all times. In the event Resident is unable to make the monthly inspection due to age or disability then Resident shall notify Management so that Management maintenance staff can make the required inspection of the smoke detector.
34. Any form of alcohol abuse, or alcohol related or alcohol induced actions by resident, or any member of resident's household, or a guest, or a visitor, or any other person under the resident's control or on the premises through any association with the resident which interferes with the health and safety of other residents as well as other residents' household members, guests or visitors or interferes with the right to peaceful enjoyment of the premises by other tenants are grounds for termination of this lease.
35. "It shall be a violation of this lease and cause for termination of the tenancy of a public housing resident if such resident is fleeing to avoid prosecution, or custody of confinement after conviction, under the laws of the place which the individual flees, or which in the case of the State of New Jersey, is a high misdemeanor under the laws of such State; or is violating a condition of probation of parole imposed under Federal or State Law" 42 U.S.C 1437d(1)(7).
36. To comply with all requirements for the Louisville Metro Housing Authority Community Service requirements in accordance with the Agency Adopted Admissions and Continued Occupancy Policy (ACOP) available in the Management Offices.
37. To comply with the policies outlined in the non-smoking lease addendum if residing in a non-smoking unit or smoke-free building.

G. REDETERMINATION OF ELIGIBILITY, RENT, UNIT SIZE

The Resident agrees to furnish accurate information and certifications regarding family composition and income as may be necessary for Management to make determinations with respect to rent, eligibility and appropriateness of dwelling size, on an annual basis or as requested by Management.

1. Resident will be subject to a redetermination of rent and unit size in accordance with the (ACOP) available in the Management offices.
2. If it is determined by Management at the time of Resident's reexamination that adjustments in the amount of rent are appropriate, then the new rent amount shall be due with thirty (30) calendar days notice to the Resident.
3. The Resident agrees that information provided Management through the recertification processes will become part of this lease and any such recertification forms are incorporated by reference into this lease as fully set out herein.

H. TRANSFERS

1. Upon written notice sent to the Resident, Resident agrees to accept a transfer and re-locate to the appropriate size unit if Management determines that the size or design of the dwelling unit is no longer appropriate to Resident's needs, or does not conform to the Occupancy Standards and Resident Assignment as described in (ACOP). The Resident further agrees to accept a new lease for a dwelling unit of the appropriate size or design.

2. Management will consider any Resident requests for transfers in accordance with the transfer priorities established in the (ACOP).

I. DEFECTS HAZARDOUS TO LIFE, HEALTH AND SAFETY:

In the event that conditions are created which are hazardous to life, health or safety of the occupants:

1. The Resident shall immediately notify Management of such conditions.
2. Management shall perform physical repairs to the unit within a reasonable time. The cost of such repairs which are not the responsibility of Management or which are the result of negligent or deliberate conduct of the Resident, Resident's family members, guests, visitors, or individuals on Management property at the invitation of Resident or under control of Resident shall be charged to and paid by the Resident.
3. Where necessary repairs cannot be made in a reasonable time, Management will offer standard alternative accommodations, if available, in accordance with the approved (ACOP). In those circumstances where necessary repairs cannot be made within a reasonable time and the defect was the result of malicious, criminal or deliberately destructive acts of the Resident, or Resident's family members, guests, visitors, or individuals on Management property at the invitation or under the control of Resident, Management shall not be required to afford alternative accommodations.
4. Rent shall be reduced in proportion to the seriousness of such damage and loss in value as a premises in the event repairs are not made in accordance with sub-section 2 of this section or alternative accommodations not provided in accordance with subsection 3 of this section, except that no reduction of rent shall occur if the Resident rejects the alternative accommodation or if the damage was caused by the deliberate or negligent acts of the Resident, or Resident's family members, guests, visitors, or individuals on LMHA property at the invitation of Resident or under the control of Resident.

J. INSPECTION AND ENTRY OF PREMISES DURING OCCUPANCY:

1. Resident shall not deny management reasonable access to the unit. Upon two (2) days advance written notification, Management shall be entitled to enter the unit. A Resident phone request for maintenance shall give Management authority for immediate access to the unit, without additional notice, to perform requested maintenance or repairs.
2. Management may enter the dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.
3. Except in the case of an emergency, whenever a Resident and adult members of his/her household are absent from the premises at the time of entry, Management will not enter the dwelling unit to make repairs, but will leave on the premises a written statement specifying the date, time and purpose prior to leaving. If the Resident who requests the work to be done gives permission for staff to enter in their absence, maintenance personnel with the site supervisor's permission shall enter dwelling unit to complete work. Although the Resident may authorize maintenance personnel to enter the unit in the case of his/her absence, maintenance personnel will not do so if a child under the age of eighteen (18) is present and all adult household members are absent.
4. Management and the Resident, or his/her representative shall be obligated to inspect the premises prior to commencement of occupancy by the Resident. Management will furnish the Resident with a written statement of the condition of the premises and the equipment provided with the unit. The statement will be signed by Management and the Resident. If the Resident shall refuse to sign such listing, he/she shall

state specifically in writing the items on the list to which he/she disagrees, and shall sign such statement of dissent.

5. Management shall be further obligated to inspect the unit at the time the Resident vacates the unit and to furnish the Resident a statement of any charges to be made in accordance with assessment of charges for damages to the premises. The Resident shall be given an opportunity to participate in the pre-termination inspection, and shall sign the statement of listed charges, except that if the Resident shall refuse to sign such statement he/she shall state specifically in writing the items on the statement to which he/she disagrees and shall sign such statement of dissent. If the Resident shall fail to sign the listing or fails to specifically disagree in writing as previously described, he/she shall not be entitled to recover any amounts charged to the security deposit for damages.
6. Management is responsible for periodic housekeeping inspections and annual unit inspections and may make repairs as deemed necessary.

K. NOTICE PROCEDURES:

The Management and Resident shall give notice to one another in the following manner:

1. Except as provided in section J.2 of this lease, notice will be sufficient if delivered by Management to the Resident personally or sent by first class mail to the premises. Any notice regarding the right of Management to enter the unit shall be at least two (2) days before such entry except in conditions of emergency. All notices to visually impaired residents will be in an accessible format.
2. Notice to Management shall be in writing delivered personally to the Property Manager located at _____ or sent by first class mail, properly addressed.

L. TERMINATION OF THE LEASE

1. The Resident may terminate this lease at any given time by giving the Management thirty (30) days written notice. This notice must be in writing and delivered to the Property Manager personally or mailed to _____ by first class mail properly addressed.
2. This lease may be terminated by Management for serious, material or repeated violations of terms of the lease. These include, but are not limited to, the following:
 - (a) The failure to pay rent or other payments, when due;
 - (b) Failure to pay utility bills when the Resident is responsible for paying such bills directly to the supplier of utilities;
 - (c) Serious or repeated interference with the rights of other residents or staff including, but not limited to, disruptive, disorderly or abusive conduct;
 - (d) Misrepresentation of family income, assets or composition;
 - (e) Failure of the Resident to supply to Management, in a timely fashion, any certification, release, information or documentation on family income or composition needed to process annual, biennial, or interim redeterminations for rent;

- (f) Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any development site;
- (g) Illegal weapons or drugs seized in a Management unit by a law enforcement officer;
- (h) A fire on Management premises caused by carelessness or unattended cooking or any other fire for which the Louisville Fire Department provides a written statement indicating that the probable cause of the fire was carelessness, neglect or a malicious act(s), (including but not limited to unattended cooking or neglectful smoking) by Resident, household member or guest(s);
- (i) Failure to meet good housekeeping standards as defined by Management.

The above language contained in section L, paragraph 2 (a)-(i) shall not be construed or interpreted to alter or amend the Residents obligations or Management rights to terminate this lease for any breach or violation of provisions set forth under section F, RESPONSIBILITIES OF THE RESIDENT.

3. Any criminal activity that threatens the health and safety or right to peaceful enjoyment of Management Premises by Residents or employees of the Management or drug-related criminal activity on or off the premises, engaged in by a public housing tenant, any member of the tenant's household, or any guest or other person under the tenant's control, shall be cause for termination of the tenancy.
4. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other tenants or any drug-related criminal activity on or off such premises, engaged in by a public housing tenant, any member of the tenant's household, or any guest or other person under the tenant's control, shall be cause for termination of tenancy.
5. It shall be a violation of this lease and cause for termination of the tenancy of a public housing resident if such resident is fleeing to avoid prosecution, or custody of 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 which in the case of the State of New Jersey, is a high misdemeanor under the laws of such State; or is violating a condition of probation of parole imposed under Federal or State law.
6. Management may not terminate this lease except for cause of specific violations of its terms as listed by giving written notice of termination of the following number of days:
 - (a) Fourteen (14) calendar days in case of failure to pay rent; if the violation is corrected within these fourteen (14) calendar days, then the lease shall not terminate.
 - (b) A reasonable time considering the seriousness of the situation (but not to exceed thirty (30) calendar days when the health or safety of other residents or Management employees is threatened).
 - (c) Thirty (30) calendar days in any other cases; if the violation is corrected within the first fourteen (14) calendar days of such period, then the lease shall not terminate. Provided, further, that if the same or similar violation occurs within six (6) months thereafter, then the lease shall be terminated upon thirty (30) calendar days notice with no opportunity for corrective action.
7. Lease may be terminated with thirty (30) calendar days notice when the size of the dwelling unit no longer is appropriate to Resident's needs, when Resident has been offered a unit of appropriate size, has had five (5) calendar days to transfer, and fails to do so.
8. Lease may be canceled with thirty (30) calendar days notice by Management upon adoption of a new standard lease for all Residents if the Resident fails to sign the revised lease within thirty (30) calendar days following written notification by Management.

9. The notice of termination will advise the Resident of the following:
 - (a) The specific grounds for termination
 - (b) Resident's right to examine documents directly relevant to the Resident's termination or eviction
 - (c) Resident's right to request a grievance hearing in accordance with the Grievance Procedure adopted by Management, and be represented by a lawyer or person of his/her choosing at the grievance hearing and in the course of any legal proceeding of eviction
10. In the event Management is not required to afford the Resident the opportunity for a hearing under the Grievance Procedure for any grievance concerning the termination of the lease for causes associated with drug-related criminal activity or criminal activity which affects the health and safety of other residents the notice of lease termination will:
 - (a) State that the Resident is not entitled to a grievance hearing on the termination;
 - (b) Specify the judicial eviction procedure to be used by 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 as defined in HUD regulations;
 - (c) State whether the eviction is for a criminal activity that threatens health or safety of residents or staff or whether the eviction is for drug-related criminal activity.

M. GRIEVANCE PROCEDURE

Any grievances or appeals arising under this lease shall be processed and resolved in accordance with the Grievance Procedure of Management which is in effect at the time such grievance or appeal arises. This procedure is posted in the Management Office and incorporated herein by reference. The Grievance Procedure is established in compliance with the applicable HUD regulation. Additional copies of such procedure can be obtained upon request. Receipt of the Grievance procedure is hereby acknowledged by Resident's signature to this lease agreement.

N. WAIVER PROVISION

The failure or omission of the Management to enforce provisions of this lease for any cause stated in the above sections shall not destroy the right of the Management to do so later for similar or other causes.

O. LEASE CHANGES

Changes to this lease shall be accomplished only by written rider signed by both Resident and Management, with the exception of section B.

Resident's Certification / Statement for Receipt of Information

I, _____, hereby certify that I, and all other members of my household, have committed no fraud in connection with any federal housing assistance program, except such fraud as was fully disclosed to Management before execution of the lease, said fraud having been _____.

1. I certify that all information or documentation submitted by myself or other household members to Management in connection with any federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge and belief.
2. We have received a copy of this lease agreement and the Louisville Metro Housing Authority Grievance Procedure.
3. By the signature(s) below I/we also acknowledge that the provisions of this lease agreement have been thoroughly explained to me. I/We have had the opportunity to have all questions we may have about this lease answered and we do hereby agree to be bound by its provisions and conditions as written with full and complete understanding and knowledge as to the meaning of its terms and conditions.

In witness whereof, Resident and Management have signed this lease upon the date indicated below:

Resident _____ Date _____

Resident _____ Date _____

Resident _____ Date _____

Resident _____ Date _____

Resident _____ Date _____

Resident _____ Date _____

Property Manager: _____ Date _____

Signed by Resident in the presence of:

_____ Date: _____