

LEASE

This Lease Agreement is made and entered into this _____ day of _____, 19 __, by and between (Owner or Landlord) CEDAR HILL APARTMENTS LIMITED PARTNERSHIP (hereinafter referred to as “we” or “us”) acting herein by Housing Operations Management Enterprises (HOME), Inc., (Manager), its duly authorized agent, and (Tenant) _____ (hereinafter referred to as “you”).

In consideration of the rents and agreements contained in this Lease, we hereby lease to you, and you hereby rent from us,

- A. The Apartment consisting of a zero-bedroom dwelling unit known as Apartment _____ located at 1465 State Street, New Haven, CT, to be used and occupied only as a private residence for you and your family which consists of __ persons; along with
- B. the following furniture and appliances:

If the number of people in your family changes, then you may be asked to move into a different size apartment when one is available. You may then either move into that apartment within 30 days, or stay in this apartment but pay the total maximum approved rent.

The mortgages for this property are held by the Connecticut Housing Finance Authority (referred to as the Mortgagee). In order to be eligible for this housing, you must provide us with proof of your income. You must give us complete and accurate information.

(Check if applicable:)

_____ We are receiving Housing Assistance Payments from the State of Connecticut Department of Mental Health and Addiction Services (the Contract Administrator) for your Apartment through the Shelter Plus Care Program as authorized by the U.S. Department of Housing and Urban Development (HUD).

If you have any questions about application or this Lease, or any problems once you begin living in the building, you should contact the Manager listed above first. They have the primary responsibility for managing the apartment building. If the Manager is not able to answer your questions or you continue to have problems, you may contact Connecticut Housing Finance Authority, Asset Management Division, 999 West Street, Rocky Hill, Connecticut 06067.

This Lease is made up of the agreements written below and 1) your Income Certification or Recertification Form TC 100A, 2) Certification of Annual Household Income from Net Family Assets Form TC-100H, 3) your Unit Inspection Report and, 4) our House Rules and Regulations, which are all attached to this Lease including pet agreement if applicable to your tenancy.

The terms and agreements of this Lease are as follows:

1. **Terms of the Lease**

The Lease begins on _____ and ends on the last day of _____, 19___. If we are unable to deliver the Apartment on the beginning date, the beginning date of the Lease Agreement will be adjusted accordingly.

In the event you want to continue to live in the Apartment after the end of the Lease, the Lease will be extended for an additional period of one year with all the same terms and conditions. This Lease can be ended by you or by us as long as written notice of the termination is given at least 30 days in advance. We may end this Lease if you fail to comply with the requirements of the Lease. **Read paragraphs 17 and 18 carefully.**

2. **Rent Payments**

The maximum approved monthly rent for the Apartment is \$_____. In addition, the minimum rent for the Apartment is \$25.00. Your portion of the rent is \$_____. **THIS IS PAYABLE BY YOU, IN ADVANCE, ON THE FIRST DAY OF EACH AND EVERY MONTH.** If you move into your apartment after the first day of a month, then we will pro-rate the rent for the first month. The pro-rated amount is \$_____.

You agree that the amount of rent you pay and/or the amount of rental assistance that is paid on your behalf may be changed during the term of this agreement if:

- A. There are changes in your family income or family composition, or
- B. Changes in the amount of your exceptional medical or other unusual expenses (in accordance with Mortgagee or HUD established schedules and criteria), or
- C. Because of adjustment by the Mortgagee or Contract Administrator of any applicable allowances for utilities and other services, or
- D. The Mortgagee or Contract Administrator determines that a rent increase is needed, or

- E. By reason of any corrections by the Contract Administrator in order to comply with the Shelter Plus Care Program regulations, or
- F. The Mortgagee or HUD changes its procedures for computing your portion of the rent or the assistance payment, or
- G. You or a member of your household fails to provide information on your household's income, composition, or by other factors required by federal regulations and requested by us.

All payments should be made to: CEDAR HILL APARTMENTS LIMITED PARTNERSHIP

(Check if applicable:)

_____ Housing Assistance Payments in the amount of \$_____ per month will be paid by, or at the direction of, the Contract Administrator to us on your behalf.

If the amount payable by you changes for any reason, you will be given at least 30 days written notice telling you what the new amounts will be, when the change will be effective, and the reasons for the change in rent. You will be able to meet with us after you receive the notice if you have any questions.

3. Charges for Late Payments and Returned Checks

If you do not pay the full amount of the rent shown in Paragraph 2 by the end of the 10th day of the month, we may collect a fee of \$15 on the 11th day of the month.

Thereafter, we may collect \$1 for each additional day the rent remains unpaid during the month it is due. We may not terminate this Agreement for failure to pay late charges, but may terminate this Agreement for non-payment of rent, as explained in paragraph 17. We may collect a fee of \$15 any time a check is not honored for payment (bounces). The charges discussed in this paragraph are in addition to the regular monthly rent payable by you. Any funds we collect from you shall be applied to late fees and bounced check fees before it shall be applied to rent.

4. Certification and Recertification

You agree that, when requested by us, you will recertify your income to us on the forms we will provide. Your monthly portion of the rent payment may be increased or decreased by us if there are changes in your family income or family composition. Your monthly payment may also be decreased by us if you have changes in unusual medical or other expenses and verify them at the time of recertification. You will be given thirty days notice of any changes.

At the time of recertification, if your income has increased so that you are able to pay the entire maximum rent using 30% or less of your income, you will then be required to pay the total monthly rent yourself, and any Housing Assistance Payments will end.

Reporting your family income and composition and other eligibility requirements are important and material obligations. This information is required by law and helps set the amount of your rent as well as establishing your right to occupy the Apartment.

If you do not supply accurate information on your household's income and family composition that we require or that is required by Federal or State regulations, we may impose penalties in accordance with these regulations. These regulations may require you to pay the maximum rent approved for the apartment or require you to pay a higher rent based on the recertification processing without giving you the 30 day notice otherwise required in paragraph 2.

5. Reporting Changes Between Regularly Scheduled Recertifications

You agree to tell us immediately if any of the following things happen:

- A. If any member of your household moves in or out of the apartment, or
- B. Any adult who was reported on the most recent certification or recertification gets a job, or
- C. Your household's income increases by more than \$40 per month after we have reduced your rent because your income had gone down.

You may report any decrease in income or any change in other factors considered in calculating your rent. Unless we have confirmation that the decrease in income or change in other factors will last less than one month, we will verify the information and make the appropriate rent reduction. However, if your income will be partially or fully restored within two months, we may delay the certification process until the new income is known, but the rent reduction will be retroactive and we may not evict you for nonpayment of rent due during the period of the reported decrease and the completion of the certification process. You have thirty days after receiving written notice of any rent due for the above described time period to pay or we can evict for nonpayment of rent.

If your household income goes down and you expect that it will stay at that lower amount for at least 90 days, then you may ask for us to recertify your income and reduce your rent.

6. Termination of Assistance

If you do not tell us about any of these changes, then we may increase your rent up to the approved maximum rent. We may do this in accordance within the time-frames and procedures set forth in Federal and State regulations.

If an Assistance payment is made on your behalf, it may be stopped and you will be required to pay the maximum approved rent if:

- A. You deliberately give false information on your application or any certification or recertification or interim adjustment for the purpose of obtaining a higher assistance payment or lower rent, and the Contract Administrator approves the termination; or

- B. If you do not provide us with the information required by federal regulations within 10 days after we give you the notice that your assistance will be stopped; or
- C. If the amount you are required to pay equals or is more than the maximum approved rent.

We agree to give you written notice of the proposed termination. The notice will advise you that, during the ten calendar days following the date of the notice, you may request to meet with us to discuss the proposed termination of assistance. If you request a discussion of the proposed termination, we agree to meet with you.

Termination of assistance shall not affect your other rights under this Agreement, including the right to occupy the unit. If assistance is terminated pursuant to paragraph 6 B or C, assistance may subsequently be reinstated if 1) you submit the income or other data required by HUD procedures, 2) we determine you are eligible for assistance, and 3) assistance is available.

You may also be subject under Federal law to pay fines up to \$10,000 or imprisonment for up to five years.

7. Size of Dwelling

The Mortgagee requires the Landlord to assign units according to the size of the household and the age and sex of the household members. If you are or become eligible for a different size unit, and the required size unit becomes available, you agree to:

- A. Move within thirty (30) days after we notify you that a unit of the required size is available within the project; or
- B. Remain in the same unit and pay the maximum approved monthly rent. You are responsible for any relocation costs.

8. Utilities and Services

- A. We will supply you with the following utilities or services, and will pay for these utilities and services out of the rents we collect:

- Electricity
- Heat (Gas)
- Hot Water (Gas)
- Water
- Sewer

- B. In addition to the rent listed in paragraph 2, you are responsible for the payment of the following utilities or services directly to the company providing the utility or service, if you choose to use such service:

Telephone
Cable Television

C. In computing your monthly rent a monthly utility allowance of \$ _____ has been included to cover the cost of utilities (excluding telephone) payable by you. If we are paying all utilities except telephone, there is no utility allowance.

D. In addition to the rent, we may charge you for the additional service we may supply to you if you request the service. The amounts we may charge you have been approved by the Contract Administrator and are shown below:

Additional Parking \$ _____ per month per additional car

Air conditioning electricity charge \$ _____ per month for each month during the air conditioning season.

_____ \$ _____
\$ _____

9. Rules and Regulations

You are responsible for all acts committed by you, or your family, guests, and agents while they are on the Property. You, your family, guests and agents must not interfere with other Tenants or disturb their occupancy.

You agree to follow the rules and regulations attached to this Lease. If we make changes in the rules and regulations, the changes do not become effective until ten (10) days after you receive a copy of them. If any changes in Rules or Regulations create an important or substantial change in your Lease, we cannot enforce the change until you have received a copy and agree in writing to the new Rules and Regulations.

10. General Restrictions

You must live in the unit and the unit must be your only place of residence. You shall use the premises only as a private dwelling for yourself and the individuals listed on the **Certification and Recertification of Tenant Eligibility.**

You agree to permit other individuals to reside in the unit only after obtaining prior written approval from us. You agree not to:

- A. sublet or assign the unit, or any part of the unit without our written consent;
- B. use the unit for unlawful purposes;
- C. engage in or permit unlawful activities in the unit, in the common areas or on the project grounds; including, but not limited to, activities that involve illegal drugs;
- D. have pets or animals of any kind in the unit without prior written permission from us;
- E. make or permit noises or acts that will disturb the rights or comfort of neighbors;
- F. make or permit noises or acts that will substantially interfere with the rights, comfort, safety or enjoyment of the other residents of the project or of the Landlord, its employees, servants or contractors;
- G. run any type of business in your apartment which requires visits from the public, which creates a hazard, or which is not permitted under local zoning regulations. You agree to consult local planning and zoning regulations regarding home occupations before conducting business activity of any kind in your residence. No business activity may be conducted in the common areas of the Project;
- H. allow or permit any of the foregoing by Tenant's family, or visitors.

11. Restrictions on Alterations

You agree not to do any of the following without first obtaining written permission from us:

- A. change or remove any part of the appliances, fixtures or equipment in the unit, or furniture provided by us;
- B. paint or install wallpaper or contact paper in the unit;
- C. attach awnings or window guards in the unit;
- D. attach or place any fixtures, signs, or fences on the building(s), the common areas, or the project grounds;
- E. attach any shelves, screen doors, or other permanent improvements in the unit;
- F. install washing machines, dryers, ceiling fans, heaters or air conditioners in the unit; or
- G. place any aerials, antennas or other electrical connections on the unit.

The Tenant is responsible for restoring the unit to its prior condition at his/her own expense. Any alteration to the unit shall be considered damage.

12. Management

The Manager is our representative and is authorized to manage the Property. All notices and complaints shall be given to the Manager at 171 Orange Street, New Haven, CT (Manager's address). We may change the Manager any time, but if we do, you will be notified in writing.

13. Storage

If storage rooms are furnished to you, you may use them at your sole risk. **We are not responsible for any loss, damage or injury because of the use of the storage room unless such loss is because of any act, omission or negligence by us, the Manager, or any of our employees. STORAGE OF GASOLINE, OIL OR OTHER FLAMMABLE MATERIALS IS FORBIDDEN.**

14. Property Damage or Injury.

We are not responsible for the loss or damage to property or injury to persons occurring in or about the Property if caused by any act, omission, or negligence of persons other than us or our agents or employees. Please notify us promptly of any accident or defect in the pipes, wire, heating apparatus, plumbing or any other services in the Property.

You are responsible for obtaining your own insurance for your personal property.

15. Damages

Whenever damage is caused by carelessness, misuse, or neglect by you, your family or visitors, you agree to pay:

- A. the cost of all repairs and do so within thirty (30) days after receipt from us of a demand for the repair charges or within such other period agreed to in writing by you and us; and
- B. rent for the period the unit is damaged whether or not the unit is habitable. You understand that the Contract Administrator may not make assistance payments for any period in which the unit is not habitable. For any such period, you agree to pay the maximum approved monthly rent rather than your portion of the rent shown in paragraph 2 of this agreement.

16. Hazards

You shall not undertake, or permit your family or guests to undertake, any hazardous acts or do anything that will increase the project's insurance premiums. If the unit is damaged by fire, wind, or rain to the extent that the unit cannot be lived in and the damage is not caused or made worse by you, you will be responsible for rent only up to the date of the destruction. Additional rent will not accrue until the unit has been repaired to a livable condition.

In case of damage to the Property by fire or weather, we will repair the damage as soon as possible after we get a list of the damage. If the damage is so great that we decide not to rebuild or repair the

building, then this lease will end after we give you a reasonable notice. If we decide not to repair or rebuild, we will notify you of the decision within forty-five (45) days.

17. Eviction

IF YOU DO NOT PAY YOUR PORTION OF THE RENT WITHIN TEN (10) DAYS AFTER IT IS DUE, OR IF YOU DESERT OR VACATE THE PROPERTY, OR IF YOU VIOLATE ANY TERMS OR AGREEMENTS OF THIS LEASE OR ANY RULES AND REGULATIONS PERTAINING TO THE PROPERTY, WE MAY AT ANY TIME THEREAFTER, AS ALLOWED BY STATUTE AND APPLICABLE REGULATION, LAWFULLY RE-ENTER AND REPOSSESS THE APARTMENT BY SUMMARY PROCESS PROCEEDINGS (EVICTION) AND WE MAY MOVE YOU AND YOUR BELONGINGS OUT IN ACCORDANCE WITH STATE LAW WITHOUT INCURRING ANY LIABILITY.

If we give you notice to move out or ask the courts to evict you, and while you are still occupying the Apartment, you pay the rent and we accept payment as rent, this Lease will be reinstated. If we ask the courts to evict you and while you are still occupying the apartment, you pay the rent and we accept payment as "use and occupancy", this will not reinstate your Lease or stop the eviction process.

18. Judgements

IN THE FOLLOWING CASES WE MAY DECIDE TO SEEK A MONEY JUDGEMENT AGAINST YOU FOR UNPAID RENT OR DAMAGES UNDER THIS LEASE.

- A. If you do not pay the stated monthly rent when due.
- B. If you, your family, your guests, or your agents damage the apartment, buildings or grounds,
- C. If you do not comply with any and all provision of this Lease, or
- D. If we terminate this Lease by summary process proceedings (eviction).
- E. IN THE EVENT IT BECOMES NECESSARY FOR US TO TAKE ACTION TO ENFORCE THE TERMS OF THIS LEASE OR TO COLLECT ANY SUMS OWING UNDER THE TERMS OF THIS LEASE, AND WE SECURE A JUDGEMENT AGAINST YOU OR YOU ADMIT FAULT IN WRITING, THEN YOU AGREE TO PAY ALL COSTS, INCLUDING REASONABLE ATTORNEY'S FEES, WHICH DO NOT EXCEED THOSE ALLOWED BY LAW.

19. Termination of Tenancy

- A. To terminate this Agreement, you must give us thirty (30) days written notice before moving from the unit. If you do not give the full thirty (30) days notice, you shall be liable for rent up to the end of the thirty (30) days for which notice was required or to the date the unit is re-

rented, whichever date comes first. The thirty (30) days notice begins on the first day of the month after notice is given.

B. Any termination of this Agreement by us must be carried out in accordance with State and local law and the terms of this Agreement. We may terminate this Agreement only for:

- 1) Your material noncompliance with the terms of this Agreement.
- 2) Your material failure to carry out obligations under the Connecticut General Statutes Title 47a, as amended.
- 3) Other good cause, which includes, but is not limited to, your refusal to accept the changes proposed to this Agreement by us. Terminations for “other good cause” may only be effective as of the end of any initial or successive term.

Material noncompliance includes, but is not limited to, nonpayment of rent beyond any grace period available under State law; failure to reimburse us for repairs made under paragraph 15 of this Agreement; repeated late payment of rent; permitting unauthorized persons to live in the unit; serious or repeated damage to the unit or common areas; creation of physical hazards or other hazards that will increase the project’s hazard insurance premium; serious or repeated violations of the rental agreement that disrupt the livability of the project, adversely affect the health or safety of any person or have an adverse financial effect on the project; interference with the management of the project; serious or repeated interference with the rights and quiet enjoyment of other tenants; failure to repay unauthorized assistance payments; giving us false information regarding income or other factors considered in determining your rent; failure of the Tenant to timely supply all required information on the income and composition, or eligibility factors of the Tenant household, including failure to meet the disclosure and verification requirements for social security numbers.

C. If we propose to terminate this agreement, we agree to give you written notice of the proposed termination. If we are terminating this agreement for “other good cause”, the termination notices must be received by you at least 30 days before the date you will be required to move from the unit. Notices of proposed termination for other reasons must be given in accordance with any time frames set forth in State and local law. Any federally required notice period may run concurrently with any notice period required by State or local law.

All termination notices must:

- 1) Specify the date this Agreement will be terminated.
- 2) State the grounds for termination with enough detail for you to prepare a defense.
- 3) Advise you that you have ten (10) days within which to discuss the proposed termination of tenancy with us. The ten (10) day period will begin on whichever is earlier:

the date the notice was hand-delivered to the unit or the day after the date the notice is mailed. If you request the meeting, we agree to discuss the proposed termination with you.

4) Advise you of your right to defend the action in court.

D. If an eviction is initiated, we agree to rely only upon those grounds cited in the termination notice required by paragraph C.

20. Security Deposit

A security deposit in the amount of \$_____ has been paid to us by you [and the Contract Administrator]. This money is being held to ensure that you will comply with all the terms of this Lease. You [and the Contract Administrator] will receive interest on the security deposit we received from you [and the Contract Administrator, respectively] once each year. The minimum interest rate is set by law.

The amount of your security deposit is equal to your share of one (1) month's rent or \$50, whichever is greater.

At the end or termination of this Lease, if you have satisfied all the obligations of the Lease (including prompt rental payments), we agree to return the security deposit to [you] [and the Contract Administrator]. The money will be returned, with interest, within thirty (30) days after the end or termination of the Lease. If you pay your rent later than the 10th of any month, we do not have to pay interest on your security deposit for that month.

The security deposit is NOT your last month's rent. If you, your family or guests have caused damages, we must give you a list of those damages within thirty (30) days after the end of your Lease and can subtract the actual cost of those damages from the security deposit. We will return the balance of the security deposit to [you] [and the Contract Administrator].

The amount of the refund will be determined in accordance with the following conditions and procedures:

- A. The Tenant will be eligible for a refund of the security deposit only if the Tenant provides the Landlord with a thirty (30) day written notice of intent of move required by paragraph 29, unless the Tenant was unable to give the notice for reasons beyond his/her control;
- B. After the Tenant has moved from the unit, the Landlord will inspect the unit and complete another Unit Inspection Report. The Landlord will permit the Tenant to participate in the inspection if the Tenant so requests;
- C. The Landlord will refund to the Tenant the amount of the security deposit plus interest, less any amount needed to pay the cost of:

- 1) unpaid rent;
 - 2) damages that are not due to normal wear and tear and are not listed on the Unit Inspection Report;
 - 3) charges for late payment of rent and returned checks, as described on Paragraph 3;
 - 4) charges for unreturned keys; and
 - 5) damage or replacement of furnishings not due to normal wear and tear and not listed on the Unit Inspection Report.
- D. The Landlord agrees to refund the amount computed in Paragraph 20 within thirty (30) days after the Tenant has permanently moved out of the unit, returned possession of the unit to the Landlord, and given his/her new address to the Landlord. The Landlord will also give Tenant a written list of charges that were subtracted from the deposit. If the Tenant disagrees with the Landlord concerning the amounts deducted and asks to meet with the Landlord, the Landlord agrees to meet with the Tenant within ten (10) days from receipt of letter regarding security deposit deductions;
- E. If the unit is rented by more than one person, the Tenant agrees that they will work out the details of dividing any refund among themselves. The Landlord may pay the refund to any Tenant identified as Tenant on page 1 of this Agreement;
- F. The Tenant understands that the Landlord will not count the Security Deposit toward the last month's rent or towards repair charges owed by the Tenant in accordance with paragraph 11.

If we do not return your security deposit within the time limits discussed above, as a penalty we must pay twice the amount we should have paid you.

21. Keys and Locks

You agree to pay \$25 for the first key and the actual cost for each additional key. You agree not to give out keys or install additional or different locks or gates on any doors or windows of the unit without the written permission from us. If we approve your request to install such locks, you agree to provide us with a key for each lock. When this Agreement ends, you agree to return all keys to the dwelling unit to us.

22. Maintenance

- A. We agree to:
- 1) regularly clean all common areas of the project;
 - 2) maintain the common areas and facilities in a safe condition;

- 3) arrange for collection and removal of trash and garbage;
- 4) maintain all equipment and appliances in safe and working order;
- 5) make necessary repairs with reasonable promptness;
- 6) maintain exterior lighting in good working order;
- 7) provide extermination services, as necessary, and
- 8) maintain grounds and shrubs.

B. You agree to:

- 1) keep the unit clean;
- 2) use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- 3) not litter the grounds or common areas of the project;
- 4) not destroy, deface, damage or remove any part of the unit, common areas, or project grounds;
- 5) give us prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment, or any other part of the unit or related facilities; and
- 6) remove garbage and other waste from the unit in a clean and safe manner.

23. Obligation to Maintain

You are responsible for the maintenance of the interior of your Apartment and must return it to us at the end of the Lease in the same condition as it was rented to you. Reasonable wear and tear are allowed. If we, the Contract Administrator or the mortgagee, need to enter your apartment to make routine or reasonable repairs and inspection, we will notify you ahead of time and ask permission. YOU MAY NOT UNREASONABLY REFUSE PERMISSION FOR INSPECTION, REPAIRS, MAINTENANCE, OR EXTERMINATION.

In case of emergency we may enter without notice to you and without your consent.

- A. After you have given a notice of intent to move, you agree to permit us to show the unit to prospective tenants during reasonable hours.
- B. If you move before this Agreement ends, we may enter the unit to decorate, remodel, alter, or otherwise prepare the unit for re-occupancy.

C. We may also enter if the unit appears to have been abandoned.

24. Apartment Inspection

You agree that the Apartment is safe, clean and in a good condition and repair and that you have inspected the Apartment before signing this Lease. You agree that all the appliances and equipment in the Apartment are in good working order. Anything which is not in good working condition, or good repair is listed on the Unit Inspection Report which you have signed and we have attached to this Lease. You agree that we have not agreed to decorate, alter or make repairs to your Apartment except those we have listed on the Unit Inspection Report.

25. Nondiscrimination

We are not permitted to discriminate against you in the terms of this Lease or in any other respect because of your age, race, color, creed, religion, sex, national origin, handicap, marital status, or membership in a class, such as unmarried mothers or recipients of public assistance.

26. Subordination to Mortgage

This Lease gives you rights in your Apartment. Those rights are secondary (subordinate) to any mortgages now on the property or which may be put on in the future. Any or all of those mortgages are a superior and prior lien to your Lease upon recording regardless of the date of recording.

In order to legally subordinate this Lease to a mortgage, it may be necessary or desirable to execute (sign) more documents. For that purpose, you agree to sign additional documents, if necessary, without cost. If we ask and you refuse to sign a lease subordination agreement, we then have the right to cancel this Lease at no cost or damage to us.

27. Changes in Lease

We may, with the prior approval of the Mortgagee (and the Contract Administrator, if applicable), change the terms and conditions of this Agreement. Any changes will become effective only at the end of the initial term or a successive term. We must notify you of any change and must offer you a new agreement or an amendment to the existing agreement. You must receive the notice at least sixty (60) days before the proposed effective date of the change. You may accept the changed terms and conditions by signing the new Agreement or the amendment to the existing Agreement and returning it to us. You may reject the changed terms and conditions by giving us written notice that you intend to terminate the tenancy. You must give such notice at least thirty (30) days before the proposed change will go into effect. If you do not accept the amended Agreement, we may require you to move from the project.

28. Penalties for Submitting False Information

If you deliberately submit false information regarding income, family composition or other data on which your eligibility or rent is determined, we may, with the approval of the Mortgagee (and the

Contract Administrator, if applicable), require you to pay the maximum approved monthly rent for as long as you remain in the project. In addition, you could become subject to penalties available under Federal law. Those penalties include fines up to \$10,000 and imprisonment for up to five years.

29. Contents of This Agreement

This Agreement and its attachments make up the entire Agreement between you and us regarding the unit. You certify that you have received a copy of this Agreement and the attachments to this Agreement and understand that these attachments are part of this Agreement. If any court declares a particular provision of this Agreement to be invalid or illegal, all other terms of this Agreement will remain in effect and both you and we will continue to be bound by them.

30. Handicapped Accessible Unit

(Check if applicable:)

_____ You agree that you are occupying a designated handicapped accessible unit. You agree that priority for the unit is given to those needing special physical design features. You agree that you are permitted to occupy the unit until the Manager issues a notice that a priority applicant is on the waiting list and that you must move to another suitably sized, vacant unit in the project.

_____ Upon receiving this notice, you agree to move within 30 calendar days to the suitably sized, vacant unit within the project and we agree to pay up to \$200 in documented moving expenses and pay the normal cost of refurbishing the currently occupied unit.

31. Governing Law

This lease shall be governed and construed under the laws of the State of Connecticut.

In witness whereof, I have executed this Lease:

WITNESS

TENANT

DATE: _____

TENANT

WITNESS OF OWNER

DULY AUTHORIZED AGENT
(Manager)

DATE: _____

10/98
3.1251