



**KARUK TRIBE HOUSING AUTHORITY
TENANT LEASE**

Main Office
P.O. Box 1159
635 Jacobs Way
Happy Camp, CA 96039
(530) 493-1414

Yreka Office
1836 Apsuun
Yreka, CA 96097
(530) 842-1644

Name of Tenant: _____ Account # : _____

Address: _____ Effective Date: _____

Monthly Rent: \$ _____ Project #: CA 134- **00** # of Bedrooms: _____

The Karuk Tribe Housing Authority (KTHA) leases to: _____ (Tenant) the unit described above under the terms and conditions stated within this lease.

- 1 Terms of Lease - This lease is for a period of one month.**
- 2 Renewal of Lease - This lease shall automatically renew each calendar month, unless terminated by either KTHA or Tenant as provided in this lease.**
- 3 Members of Household - Occupancy of the above unit is limited to Tenant and the following members of the Tenant household:**

_____	_____
_____	_____
_____	_____

BY SIGNING, TENANT AND OCCUPANTS HEREBY CERTIFY THAT THEY DO NOT OWE ANY MONEY TO KTHA OR ITS PROGRAMS AND THAT THEY HAVE NEVER BEEN EVICTED FROM A KTHA UNIT (OR THEY HAVE FULFILLED THE WAITING PERIOD NECESSARY FOR PREVIOUSLY EVICTED TENANTS). TENANT AND OCCUPANTS FURTHER CERTIFY THAT THEY ARE THE ONLY AUTHORIZED RESIDENTS OF THE UNIT AND THAT THEY WILL NOT KNOWINGLY PROVIDE LODGING TO ANY UNAUTHORIZED PERSONS, INCLUDING PERSONS WHO HAVE BEEN EVICTED FROM A KTHA UNIT. VIOLATION OF ANY OF THE AFOREMENTIONED PROVISIONS SHALL BE GROUNDS FOR IMMEDIATE TERMINATION OF THIS LEASE.

4 Payments Due Under the Lease

a) **Rental Payments**

- 1) The monthly rent of \$_____ is due on the first day of each month beginning _____, **2012**. This monthly rent may change for reasons stated in paragraph 5 of this lease.
 - 2) Tenant shall have the right to live in the house during the period from _____ to the start of the lease under and subject to the same terms and conditions as are set forth herein. The rent for this period shall be \$_____ and shall be payable in advance.
 - 3) If this lease is terminated by Tenant giving thirty (30) days written notice, any rental refund shall be pro-rated daily after the required thirty (30) days written notice. Tenant shall be charged rent on a pro-rated daily basis for the shorter of the following:
 - (i) the number of days necessary for KTHA to re-rent the unit; or
 - (ii) for thirty (30) days after the KTHA learns of the vacancy.
 - 4) All KTHA tenants must pay 30% of the household's adjusted monthly income not to exceed ceiling rents as determined by the Housing Committee.
 - 5) Tenants who do not cooperate with KTHA re-certification process will automatically have rent increased to maximum (ceiling rent) rent allowable. Unreported income increases will be retroactively applied to tenant's rent.
 - 6) Automatic Withdrawal – Residents who are also employees of the Karuk Tribe, may choose to have an automatic payroll deduction from their paycheck to pay their rent.
- b) Utilities - Tenant shall pay the full cost of utilities and utility deposits within 10 days after move-in excluding water, sewer and garbage disposal. **Utility account must be kept in tenants name at all times.** Telephone and/or TV cable service are the responsibility of the Tenant. *KTHA shall not credit tenant for electricity cost.*
- c) Satellite Dish – Tenant must have written KTHA approval prior to installing a Satellite Dish.
- d) **Maintenance and Repair Charges** - Tenant shall pay charges for the repair of damages which are beyond normal wear and tear to the unit, facilities, or common area and for cleaning and extermination made necessary by the action of neglect of Tenant, members of the household or guests. All charges will be the actual cost, which is for time and materials. All charges shall be paid and billed according to the schedule of charges for Service and Repairs. The bill shall specify the damages, work done and the cost. Payment shall be due and payable upon receipt of bill.
- e) **Security Deposit** - Tenants shall pay \$350.00 as a security deposit. The security deposit shall not be used to pay rent or other charges while Tenant lives in the unit. The security deposit shall be used by KTHA at lease termination for the cost of repair or damages including cleaning (other than for ordinary wear and tear) to the unit, facilities and common areas caused by Tenant, member of the household, or guest. The

security deposit shall also be used by KTHA to pay any rent or other charges owed to KTHA by Tenant at lease termination. KTHA shall return any remaining balance of the security deposit within thirty (30) days after tenant vacates the unit. KTHA shall deposit said security in an account at Scott Valley Bank.

- f) **Key Deposit** - Keys will be supplied at time of occupancy. Tenant shall pay a \$5.00 deposit for each key at the time of move in. Said deposit will be refunded when keys are returned upon termination of the lease. Non-returned keys will result in forfeiture of the key deposit costs of re-keying, if necessary, will be charged to tenant excepting Elders.
- g) **Late Charges** - If rent is not paid on or before the seventh (7th) of each month, a \$10.00 late charge will be automatically assessed and added to accounts due. If a resident is unable to make a payment on time with cause, they may request a payment agreement on or before the seventh (7th). If KTHA determines satisfactory cause, a payment agreement will be processed and the late charge will not be assessed. Payment agreements are available to tenants who qualify based on unforeseen financial difficulties. In order for a payment agreement to be processed the following will need to be provided with the payment agreement request:
 - 1) Provide written documentation proving the financial hardship (example: high utility bill, unforeseen expense, death in the family, laid off of work)
 - 2) Be able to repay the payment agreement within 12 months

Approval of Payment Agreements: Payment agreements will be submitted to the Executive Director for approval with all attached written documentation. **Payment agreements are not in effect until approved and signed by the Executive Director.**

Denial of Payment Agreements: Payment agreements will not be approved for reasons other than unforeseen financial difficulties (other reasons: Christmas, did not want to pay bills, didn't budget for that month, etc...)

Default of Payment Agreements: If a tenant fails to remain current with their payment agreement a \$10.00 late fee will be assessed and no further payment agreements will be initiated.

5 Re-determination of Rent, Unit Size, and Eligibility

- a) All determinations referred to in this paragraph shall be made in accordance with KTHA's approved Occupancy Policy available in the KTHA office.
- b) **Tenant shall report the following to KTHA within *fifteen (15)* days of their occurrence:**
 - 1) **Any change in the household members (i.e. move in, move out, new baby, deceased, etc); and**
 - 2) **Any increase or decrease in income**
- c) Annual Re-determination : **Tenant must comply annually with this process.**
 - 1) KTHA shall at a minimum annually determine:

- (i) whether Tenant's rent should be adjusted; and
 - (ii) whether Tenant's unit size is still appropriate for family composition.
 - 2) As requested by KTHA, Tenant must provide within 15 days accurate information regarding:
 - (i) number of people in Tenant household, their age and sex; and
 - (ii) the source and amount of income received by everyone in Tenant household.
 - 3) Tenants who do not cooperate with KTHA annual certification process will automatically have rent increased to maximum (ceiling rent) rent allowable. Unreported income increases will be retroactively applied to tenant's rent.
- d) Interim Re-determination
- 1) The rent shown in Paragraph 4, or as adjusted according to Paragraph 5, shall remain in effect unless Tenant reports a change which indicates that the Tenant's rent should be adjusted in accordance with the KTHA's Occupancy Policy.
 - 2) When a Tenant reports a change in household circumstances, Tenant's income and family composition shall be reviewed. Tenant's rent shall be appropriately adjusted. Unreported income increases will be retroactively applied to tenant's rent.
 - 3) Unit Size - If KTHA determines that the size of Tenant's present unit is no longer appropriate to Tenant's household composition in accordance with the KTHA's Occupancy Policy, tenant shall move to an appropriate size unit within thirty (30) days of notification subject to availability.
 - 4) Tenants who do not cooperate with KTHA interim re-determination process will automatically have rent increased to maximum (ceiling rent) rent allowable.
 - 5) When a Tenant reports zero income, tenant will be required to fill out a Declaration of No Income on a monthly basis.
 - (i) Tenants who report zero income for 2 consecutive months will be required to participate in our referral program and/or apply for all eligible sources of income.
- 6 Tenant's Right To Use and Occupy** - The Tenant shall have the right to exclusive use and occupancy of the rental premises including reasonable accommodation of guests. Reasonable shall mean a maximum of two weeks unless prior consent is obtained from KTHA. Guests are permitted a fourteen (14) day maximum stay at one KTHA residence in a six month period. Guests shall not stay fourteen (14) days at multiple residences.
- 7 KTHA Obligations** - The KTHA is obligated to:
- a) Maintain the premises in a decent, safe and sanitary condition;
 - b) Comply with the requirements of the applicable building codes, housing codes, and regulations of

HUD, materially affecting the health and safety of residents;

- c) Make necessary repairs and improvements to the premises necessitated by normal wear and tear;
- d) Keep facilities and common areas, not otherwise assigned to tenants for maintenance and upkeep, in a clean and safe condition;
- e) Maintain in safe working order and condition electrical, plumbing, sanitary, heating and other facilities and appliances supplied by KTHA;
- f) Maintain appropriate facilities for the collection of garbage removed from the premises; and
- g) Supply running water, sewer and reasonable garbage collection service.

8. Obligations of Tenant, Members of Household, and Guests - Tenant is obligated to:

- a) Not assign the lease or sublease the unit;
- b) Not provide housing for boarders, lodgers, *or evicted KTHA tenants*;
- c) Use the unit as sole residence, solely as a private place to live with members of the household as identified in Paragraph 3, and not to use or permit its use for any other purpose;
- d) Abide by necessary and reasonable regulations established by KTHA for the benefit and well-being of the community and the tenants. These rules are posted in the KTHA office and are incorporated by reference in this lease, as well as regulations hereafter adopted by KTHA after notice to Tenants as required by law;
- e) Comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
- f) Keep the unit in a clean and safe condition;
 - (1) Tenants who do not comply may be placed on mandatory monthly inspections.
- g) Dispose of all garbage, rubbish and other waste from the unit in a sanitary and safe manner;
- h) Use only in a reasonable manner all electrical, plumbing, heating and facilities;
- i) Refrain from scattering rubbish, destroying, defacing, damaging or removing any part of the premises or project;
- j) Furnish sufficient heat to the unit to prevent freezing of piped water. Tenant is required to maintain utility bill in his/her name at all times. If for any reason Tenant is unable to maintain heat to unit he/she shall immediately notify KTHA. Tenant will be charged for any damages resulting from failure to maintain sufficient heat or to notify KTHA, unless for a cause beyond his/her control, such as unusually severe weather or general failure of the utility company to supply power;

- k) Pay reasonable charges (other than for normal wear and tear) for the repair of damages to the unit, buildings or common areas caused by Tenant, members of the household or guests. All charges will be the actual cost, which is for time and materials.;
 - l) **WILL NOT ENGAGE IN ANY ACTIVITY OR ALLOW ANY HOUSEHOLD MEMBER, GUEST, OR OTHER PERSON TO ENGAGE IN ACTIVITY WHICH:**
 - 1) **THREATENS THE HEALTH OR SAFETY OF, OR RIGHT TO PEACEFUL ENJOYMENT OF THE PREMISES BY, OTHER RESIDENTS, EMPLOYEES OF KTHA, OR PERSONS RESIDING IN THE IMMEDIATE VICINITY OF THE PREMISES; OR**
 - 2) **IS ILLEGAL OR CRIMINAL ACTIVITY, INCLUDING DRUG-RELATED CRIMINAL ACTIVITY, WHETHER ON OR OFF THE PREMISES. DRUG RELATED CRIMINAL ACTIVITY INCLUDES ILLEGAL MANUFACTURE, SALE, DISTRIBUTION, USE OR POSSESSION WITH INTENT TO MANUFACTURE, SELL OR USE A CONTROLLED SUBSTANCE AS DEFINED IN SECTION 102 OF THE CONTROLLED SUBSTANCE ACT.**
 - m) Refrain from illegal or other activity which impairs the physical or social environment of the community;
 - n) Not to create (by act or omission) or permit to exist any condition of the premises which may result in risk to personal health or safety of any person or damage to the property;
 - o) Report immediately to KTHA any vandalism to the premises and any need for repairs or replacement; and
 - p) LESSEE HEREBY AGREES AS FOLLOWS:
 - 1) TO NOT TAMPER WITH OR REMOVE SMOKE DETECTORS;
 - 2) TO ENSURE THAT ELECTRIC CURRENT TO SMOKE DETECTORS IS NOT INTERRUPTED; AND
 - 3) TO INFORM THE KTHA OFFICE IN WRITING OF ANY PROBLEM WITH THE SMOKE DETECTORS.
 - q) THE PARTIES HERETO AGREE THAT IF ANY LEGAL ACTION IS BROUGHT TO ENFORCE THIS LEASE AGREEMENT OR ANY PART THEREOF, THE PREVAILING PARTY MAY RECOVER REASONABLE ATTORNEY'S FEES AS PART OF THE JUDGEMENT.
 - r) LESSEE AGREES THAT A CAREGIVER DOES NOT BECOME A RESIDENT WHEN PERSON REQUIRING CARE CEASES TO RESIDE IN HOUSING.
- 9 Ground Maintenance** - Tenant shall maintain grounds and landscaping adjacent to the unit. In the event Tenant neglects to maintain the grounds assigned, Tenant shall pay KTHA expenses necessary for KTHA to maintain or repair these grounds. Elders or disabled residents may request KTHA to maintain their yards at no charge. The KTHA can provide landscaping equipment upon request and availability.
- 10 Hazardous Conditions** - Tenant shall not keep gasoline, solvents or other combustible materials or

substances in or around the units.

If the unit is damaged:

- a) Tenant shall immediately notify KTHA of the damage;
- b) KTHA shall be responsible for repair of the unit within a reasonable time. If the damage is tenant caused, Tenant shall pay reasonable costs of the repair. In the event that the unit is not habitable and necessary repairs cannot be made within a reasonable time, and where available, KTHA shall offer alternative accommodations.

11 Inspections and Access

- a) Before occupancy, KTHA staff and Tenant and/or Tenant's representative shall inspect the unit. KTHA shall give Tenant a written inspection of the condition of the unit and equipment provided. The inspection report shall be signed by KTHA and Tenant.
- b) KTHA shall inspect the unit at a minimum annually.
- c) When Tenant moves out, KTHA shall inspect the unit and furnish Tenant with a written statement of repairs (beyond normal wear and tear) for which Tenant is responsible within thirty (30) days of move out. Tenant or Tenant's representative may participate in such inspection.
- d) KTHA may enter Tenant's unit as follows:
 - 1) KTHA shall provide Tenant with two days written notice stating the purpose of entry into the unit. KTHA entry shall be between the hours of 8:00 a.m. and 5:00 p.m. for the purpose of performing routine maintenance, inspections, improvements or repairs;
 - 2) KTHA may enter the premises at any time without advance notification when there is a reasonable cause to believe an emergency exists;
 - 3) If Tenant requests maintenance or repairs, KTHA representatives may enter to make the necessary repairs without presence of Tenant or Tenant's representative with Tenant's consent;
 - 4) **IF TENANT REFUSES TO ALLOW KTHA TO INSPECT THE UNIT IT SHALL BE GROUNDS FOR TERMINATION OF THE LEASE. IN ADDITION, KTHA MAY REQUIRE THE TENANT TO ADDRESS THE HOUSING COMMITTEE AND ASSESS A \$50.00 (FIFTY DOLLAR) ADMINISTRATIVE CHARGE.**

12 Notice

- a) Except for inspection notices, any notice to Tenant from KTHA shall be in writing, delivered personally to Tenant or to an adult member of Tenant's household, or sent by first class mail properly addressed to Tenant;
- b) Notice to KTHA shall be in writing, delivered to KTHA's office or sent by first class mail properly addressed to: **(All written correspondence to KTHA must be addressed to the following**

address.)

**Karuk Tribe Housing Authority
P.O. Box 1159
Happy Camp, CA 96039**

13 Termination of the Lease

- a) This lease may be terminated by the Tenant at any time by giving thirty (30) days written notice to KTHA. Tenant shall leave the unit clean, empty of all belongings, and in good condition, except for normal wear and tear, and return the keys to KTHA.
- b) If the Head of Household ceases to be a member of the household, the lease shall terminate. A new lease may be executed and signed by a responsible remaining member of the household, providing that after the remaining member's application for housing is processed they are at the top of the waiting list.
- c) If Tenant transfers to another unit operated by KTHA, this lease shall terminate and a new lease shall be executed for the unit into which Tenant moves, ***ONLY THE HEAD OF HOUSEHOLD MAY APPLY FOR UNIT TRANSFER, IN ACCORDANCE WITH THE KTHA OCCUPANCY POLICY.***
- d) Except as provided in Paragraphs 13.B and 13.C, KTHA shall not terminate or refuse to renew the lease other than for violation of the terms AND PROVISIONS of the lease (e.g.: not making required payments, not complying with tenant obligations, VIOLATION OF APPLICABLE FEDERAL, STATE, TRIBAL, OR LOCAL LAW, OR FOR OTHER GOOD CAUSE.)
- e) KTHA shall give Tenant written notice of termination of the lease as follows:
 - 1) Fourteen (14) days in case of failure to pay rent;
 - 2) A reasonable time proportionate to the urgency of the situation in the cause of a threat to the health or safety of tenants or KTHA employees; or
 - 3) Thirty (30) days in all other cases.
- f) The notice of termination shall:
 - 1) STATE THE REASON(S) FOR THE TERMINATION;
 - 2) INFORM THE TENANT OF THE RIGHT TO MAKE A REPLY, AND OF THE RIGHT TO A HEARING BEFORE THE KTHA HOUSING COMMITTEE; AND
 - 3) INFORM THE TENANT OF THE OPPORTUNITY, PRIOR TO ANY HEARING OR TRIAL, TO EXAMINE ANY RELEVANT DOCUMENTS, RECORDS, OR REGULATIONS DIRECTLY RELATED TO THE TERMINATION. THESE DOCUMENTS WILL BE AVAILABLE ONLY IF THE CONFIDENTIALITY CLAUSE WILL NOT BE BROKEN.

14 Abandonment of Property

- a) Notification must be given to KTHA if Tenant plans on being away from the unit for more than thirty (30) days.
- b) If Tenant is absent from the unit for thirty (30) consecutive days and rent is owed, Tenant may be considered to have abandoned and property may be disposed of by KTHA.
- c) If Tenant is absent from the unit more than 30 days and tenant fails to keep in contact with KTHA, tenant may be considered to have abandoned and notice may be posted of abandonment.

15 Waiver of Lease Provisions - KTHA does not give up any of its rights to enforce the provisions of this lease unless it does so in writing.

16 Grievance Procedures - All disputes concerning Tenant or KTHA obligations, other than those involving rent and/or other required payments, shall be resolved in accordance with the grievance procedures outlined in Chapter 12 of KTHA policy.

17 Indemnification Clause - KTHA shall not be liable for any damage or injury to Tenant, or any other person or to any property, occurring on the premises or any part thereof, or in common area thereof, unless such liability is based on the act or omission of KTHA, its agents or employees, and Tenant agrees to hold KTHA harmless from any claims for damages if caused by the acts or omission of the Tenant, members of Tenant's household or guests.

18 Provision For Modification

- a) Changes to this lease, other than changes in Tenant rent amount, shall be by written addendum signed by both KTHA and Tenant.
- b) The Schedule of Charges for Service and Repairs, Occupancy Policy, Re-examination Schedule, Rules and Regulations, and Grievance Procedure, all incorporated into this lease by reference, may be changed as determined necessary by KTHA. KTHA shall give Tenant 10 days written notice setting forth the proposed changes, the reasons for them, and providing Tenant with an opportunity to make written comments. Tenant's written comments shall be taken into consideration by KTHA before proposed changes become effective. A copy of such notice shall be delivered directly or mailed to each Tenant.

By signing below, Tenant and KTHA enter into this lease agreement which shall be effective on the date shown on the top of Page 1 of this lease.

Tenant Signature

Date

KTHA Representative

Date

KTHA Executive Director

Date

KARUK TRIBE HOUSING AUTHORITY RULES & REGULATIONS

IN ORDER TO KEEP THESE HOMES DESIRABLE, CLEAN AND ATTRACTIVE, WE REQUIRE ALL TENANTS TO FOLLOW THESE RULES AND REGULATIONS;

- _____ 1. A Security Deposit of \$350.00 will be required from each renter upon signing their initial lease. In hardship cases, the deposit may be paid in installments.

- _____ 2. The lessee must live in the unit as his/her sole place of residence. All residents must be listed on the lease. Tenants agree to:
 - Not sublet the unit, or any part thereof,
 - Not use the unit for unlawful purposes,
 - Not make loud noises or disturb the rights or comfort of neighbors,
 - Only use off road vehicles or recreational motor bikes in designated areas,
 - **Not have pets or animals of any kind** without prior written permission,
 - Be responsible for the actions or damages caused by all household members and visitors,
 - Not have washer and/or dryer hooked up in apartments residence (elderly units are exempt).
 - Transfer utility account in his/her name within 10 days after move-in. Maintain power to unit at all times, utility account must be kept in Tenant's name.

- _____ 3. Rent is due and payable on the first of each month. Rent is to be deposited into the KTHA account at Scott Valley Bank. If payment is not paid on or before the 7th a \$10 late fee will be charged to your account unless a written payment agreement (as defined in Chapter 7 Admissions and Occupancy Policy) is in place, a \$10 late fee will be charged to payment agreements not kept current as well. Payment agreements are not in effect until approved and signed by the Executive Director.

- _____ 3a. As an incentive for KTHA Residents who keep their rent and payment agreements current for the entire calendar year, a 15% discount will be applied to their December rent.

- _____ 4. Keys will be supplied upon occupancy with a \$5 deposit per key. The deposit will be forfeited if keys are not returned on vacating. Costs of re-keying locks, if necessary upon move out, will be charged to tenant's account.

- _____ 5. **Tenant agrees to report to KTHA within 15 days any changes in family income or composition.**

- _____ 6. Tenant agrees to keep their units clean and not litter, deface or damage any part of the unit or grounds. Personal property stored around your house must be maintained in a clean, orderly and safe manner. Hazardous materials as described in tenant lease may not be stored. Porches will not be used for storage purposes of any kind, or for drying laundry.

- _____ 7. Charges for tenant caused damages will include but not be limited to:
 - Window, screen, and mini-blind replacement,
 - Major repairs such as electrical, plumbing, bathroom and kitchen fixtures, cabinets and doors,
 - Repairs and painting of interior and exterior,

- _____ 8. Tenant will not attempt repairs, but will notify KTHA promptly of any required repairs or maintenance. No alterations of any kind are permitted without prior written consent of KTHA. (e.g. wall paper, paint, fixtures). Contact paper or shelf paper with adhesives may not be applied.

- _____ 9. Tenant will be required periodically to allow pest control contractors to enter their home. This will require tenant to prepare unit for treatment. A \$50 fee will be charged if it is necessary for KTHA staff to prepare unit.

- _____ 10. Vehicles shall be parked in designated parking areas only. Illegally parked vehicles will be removed at the expense of the owner. No more than two vehicles may be maintained at each unit without prior written approval from KTHA. Only one off-street parking space is allotted per unit.
- Inoperable and unregistered vehicles will not be parked over thirty days at which time they will be removed at the expense of the owner. Only minor repairs may be made on KTHA property. Tenants must obtain written approval from KTHA to park trailers, campers, boats, or commercial vehicles.
- _____ 11. Trash containers are located in collection areas. Tenants will remove garbage and waste from units in a timely fashion and place all trash in containers, breaking down large objects to conserve space. Absolutely no dumping of non-household garbage (oil, tires, electronics, anti-freeze, etc).
- _____ 12. There is a 10:00 p.m. curfew for minors under the age of 18. Youth may be out with a responsible adult or to go home from an event or friends house.
- Minors involved in any illegal or criminal activities, activities that threaten the health and safety of tenants or right to peaceful enjoyment of the premises by, other residents, employees of KTHA, or persons in the immediate vicinity of the premises; will be required to participate in the KTHA Referral program. Eligible minors may be considered for participation in an after school community service and/or awareness program with the KTHA Security department.
- _____ 13. The **use of weapons** including; BB guns, air guns, slingshots, bows & arrows, etc. is not allowed on KTHA housing sites.
- _____ 14. Karuk Tribe Housing Authority renters and home buyers residing in houses may purchase, at their expense, a clothes line to be installed by KTHA maintenance department. Clothes lines must be of design specified by KTHA Housing Committee.
- _____ 15. Three (3) warning notices to a tenant within a six month period for the same violation of the Karuk Tribe Housing Authority Lease or Rules and Regulations, is automatic cause for eviction. Upon receiving a second warning notice of lease and/or Rules & Regulation violation, tenants will be referred to the Karuk Social Service. One (1) warning notice or citation issued for drug related or violent offenses is automatic cause for eviction.
- _____ 16. When Karuk Tribe Housing Authority staff serves any tenant a 30 Day Notice, there will be a fifty-dollar (\$50.00) charge added to the tenant's rent account.
- _____ 17. KTHA may initiate eviction proceedings against a Tenant who allows an evicted KTHA Tenant to occupy their residence.
- _____ 18. The Karuk Tribe of California may periodically find it necessary to restrain individuals from tribal land. Any KTHA resident who provides lodging to or permits such person to be present at their place of residence shall be served a 30 Day Notice of Intent to Evict.

Each of the above items will be initialed by Tenant to indicate that they have read and agree to abide by these rules at the time of Lease signing. The Original will be kept in the Tenant's file and a copy will be given to the Tenant.

I the undersigned hereby agree to abide by all of the above stated rules and regulations. I also understand that failure to comply with these rules and regulations may result in eviction from the KTHA Housing Community.

Signature of Tenant/Household Member

Date

Signature of KTHA Representative

Date

**RESIDENTIAL LEASE AGREEMENT
WITH OPTION TO PURCHASE**
(trust land)

This Residential Lease Agreement and Option to Purchase is entered into by and between Karuk Tribe Housing Authority, the tribally designated housing entity for the Karuk Tribe, hereinafter referred to as "Lessor", and _____, hereinafter referred to as "Lessee".

For the valuable considerations described below, the sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby covenant, contract and agree as follows:

1. **GRANT OF LEASE:** Lessor does hereby lease unto Lessee and Lessee does hereby rent from Lessor the personal residence located at _____, _____, California (hereinafter the "Home" or "leased premises"). The lessee during the term of the Agreement acquires no equitable interest in the Home until the Option to Purchase is exercised. Until that occurs the Lessee is only a renter and tenant of a Home owned and managed by Lessor.
 2. **TERMS OF LEASE:** This Agreement shall commence on the ____ day of _____, 20____, and extend until the _____ day of _____, 20____, unless extended or terminated pursuant to the terms hereof. In the event Lessee has made timely payments (by the due date) during the initial 12 month term of this Agreement this Agreement may be renewed by Lessor for an additional 12 month term. Renewal of this Agreement shall extend the option to purchase for a like term.
 3. **RENTAL PAYMENTS:**
 - (a) Lessee agrees to pay unto Lessor as the rent the sum of \$_____ per month for the first month of this Agreement and for each month thereafter during the term of this Agreement, said sum being due on or before the first day of each month. Each monthly rental payment shall be prepaid at the beginning of each month.
 - (b) A price schedule detailing the required monthly payments has been attached hereto.
 - (c) At the time this Agreement is signed Lessor will cap the Lessee's payment at thirty percent (30%) of the Lessee's annual adjusted household income as determined by Lessor. However, if Lessor should choose in the future, and federal funding regulations permit, Lessor has the option to eliminate this cap or ceiling but only after providing written notice to the Lessee.
- 4. LESSEES COVENANTS:** It is agreed and understood by Lessee the following:
- (a) that the leased premises shall be used as his/her sole place of residence, only as a private dwelling and for no other purposes whatsoever.
 - (b) that all the usual electric, gas and water fees shall be paid by Lessee.

- (c) that Lessee shall maintain the premises in good condition during the continuance of this agreement and shall neither cause nor allow any abuse of the facilities therein, and upon the termination or expiration thereof shall redeliver the property in as good condition as at the commencement of the term or as may be put in during the term, reasonable wear and tear from use and obsolescence accepted, in the event the option to purchase is not exercised.
- (d) that Lessee is and shall be responsible and liable for making repairs and or replacements that may be required for injury or damage to the leased premises, equipment or facilities, or kitchen appliances therein.
- (e) that Lessee shall not make or cause to be made any changes, alterations, additions or attach any objects of permanence to portions of the building or do anything that might cause injury or damage to the leased premises without the written consent of Lessor.
- (f) that Lessee, their household members, or any guest or other person under control of Lessee, shall refrain from behavior and/or actions that:
 - (i) threatens the health or safety of, or right to peaceful enjoyment of the premises by, other residents or employees of Lessor and/or management;
 - (ii) threatens the health or safety of, or right to peaceful enjoyment of their premises by persons residing in the immediate vicinity of the immediate vicinity of the premises; or
 - (iii) is criminal activity (including drug-related criminal activity) on or off the premises.
- (g) the Lessee and their household members shall comply with all rules and policies of Lessor regarding occupancy of the premises and participation in Lessor's low-income housing programs.
- (h) that all personal property placed in or upon the leased premises, or in any storage rooms, shall be at the risk of the Lessee, or the parties owning same, and Lessor shall in no event be liable for the loss or damage of any such property.
- (i) that Lessor retains a landlords lien on all personal property placed upon the premises to secure the payment of rent and any damages to the leases premises.
- (j) that Lessee must give Lessor thirty (30) days advance written notice of his intention to vacate the premises prior to the first day of the month at which the Agreement will be terminated. Lessee understands that a termination may only be effective on the first day of a month. Lessee may not terminate on any day other than the first day of the month. Thus, partial monthly rental payments are not allowed and rent

shall not be prorated.

- (k) that Lessee shall at a minimum comply with annual certification. This process requires; (i) inspection of the unit, (ii) as requested by KTHA, tenant must provide within 15 days accurate information regarding: number of people in Tenant household and the source and amount of income received by everyone in Tenant household, and (iii) Tribal verification must be received annually.

5. **RIGHTS AND PRIVILEGES OF LESSOR:** Lessor shall have the following rights in addition to all other rights given by the law:

- (a) The right to enter the leased premises at all reasonable times for the purpose of inspecting the same and/or showing the same to prospective tenants or purchasers.
- (b) Lessor shall not be responsible for repairs to the leased premises which shall be the responsibility of Lessee.
- (c) It is agreed and understood that Lessor, it's agents and employees shall not be liable to any person for any damages of any nature which may occur at any time on account of any defect in the leased premises, the building in which the leased premises are situated or the improvements therein, whether said defect exists at the time of execution of this Agreement or arises subsequent hereto and whether such defect was known or unknown at the time of such injury or damage, or for damages from fire, wind, rain or any other cause whatsoever, all claims for such injuries and damages being specifically waived by Lessee.
- (d) Lessor shall not be responsible or liable for any accident or damage to automobiles, persons, or any other equipment or persons utilizing parking facilities upon the leased premises. The failure of Lessor to insist upon the strict performance of the terms, covenants, and agreements hereto shall not be construed as a waiver or relinquishment of Lessor's right thereafter to enforce any such term, covenant, or condition but the same shall continue in full force and effect.
- (e) Insurance on the leased premises shall be paid by Lessor.

6. **INSURANCE AND DESTRUCTION OF PREMISES:** Hazard and fire insurance shall be acquired and maintained by Lessor, the proceeds of which shall be payable to Lessor. In the event the leased premises shall be destroyed or rendered totally untenable by fire, windstorm, or other cause beyond the control of Lessor, then this agreement shall cease and terminate as of the date of such destruction, and the rental shall then be accounted for between Lessor and Lessee up to the time of such damage or destruction of said premises is the same as being prorated as of that date. In the event the leased premises are damaged by fire, windstorm or other cause beyond the control of Lessor so as to render the same partially untenable, but repairable within a reasonable time, then this Agreement shall remain in force and effect and the Lessor shall, within a reasonable time, restore said premises to substantially the condition the same were in prior to said damage, and there shall

be an abatement in rent in proportion to the relationship the damaged portion of the leased premises bears to the whole of said premises.

7. TERMINATION OF LEASE:

- (a) Lessor may not terminate Lessee's tenancy during the term of this agreement except for (i) serious or repeated violation of the terms or conditions of the agreement, (ii) violation of any applicable Federal, State, Tribal, or local law, or (iii) other good cause.
- (b) Lessor shall give adequate written notice of termination to Lessee as required under the laws of the Karuk Tribe.
- (c) Any written notice of termination shall inform Lessee that they have the opportunity, prior to any hearing or trial, to examine any documents, records, or regulations that Lessor determines are relevant and directly related to the proposed termination or eviction. These documents will be available only if the confidentiality clause will not be broken.
- (d) Notice of termination shall be delivered to Lessee at their last known address, by United States Mail, postage prepaid.
- (e) In the event that Lessor employs an attorney to collect any rents or other charges due hereunder by Lessee or to enforce any of Lessee's covenants herein or to protect the interest of the Lessor hereunder, Lessee agrees to pay a reasonable attorney's fee and all expenses and costs incurred thereby.

8. OPTION TO PURCHASE HOME:

- (a) General. Lessee initially is only a lessee and renter of the Home which is owned and managed by Lessor. As such, Lessee's monthly payments are lease and rental payments. However, under the Lessor's program rules and the terms of this Agreement, the Lessee has an Option to Purchase the Home so long as the Lessee is occupying and leasing the Home and is otherwise in compliance with Lessor's program rules. The purchase price of this Home is \$ _____ (_____) and is set forth in the attached Price Schedule.
- (b) Cash Used Alone to Purchase. The Lessee may notify Lessor that he or she has the resources to purchase the Home and that the Lessee is exercising this Option. A closing or transfer of ownership will occur upon the Lessee paying the purchase price.
- (c) Rental Credits Used to Purchase. Credit will be given for rental payments made to Lessor and this can be credited against the purchase price. Lessor will record the rental payments made by the Lessee while the Lessee is renting this or any other home owned and operated by Lessor. When those payments equal the purchase price of the Home the Lessee is leasing from Lessor, the Lessee may exercise his or her Option to Purchase the Home.

(d) Cash and Rental Credit Used to Purchase. The Lessee may notify Lessor that he or she is exercising the Option to Purchase and that they wish to use the rental credit (Section 8(c)) and have the resources to supplement those credits to purchase the Home. A closing and transfer of ownership will occur upon the Lessee paying the difference between the rental credit and the purchase price.

(e) Delinquencies. Should the Lessee have incurred delinquencies with Lessor, the Lessee will be required to pay off those delinquencies upon any transfer of ownership.

(f) Lessee Breach. Should the Lessee breach this Agreement for any reason other than nonpayment, at the discretion of Lessor, the Lessee's Option to Purchase may be denied.

(g) Lessor Reporting. So long as Lessee is leasing this Home, Lessor shall provide the Lessee, approximately every year, a written accounting of the rent paid on the Home, any delinquencies owing, and the Homes purchase price. However, except for the above, Lessor is not obligated to advise the Lessee when the rental credit equals or exceeds the purchase price.

(h) Property Sold. If the Home is purchased by the Lessee, the maximum interest that Lessor has in the land and structures will be transferred. The property transferred will be the structure and the land it is placed on and it shall be Lessor's discretion at the time of the transfer to determine what that land shall be.

(i) No Obligation to Purchase the Home. A Lessee is under no obligation to purchase the Home and has the right to continue under the terms of this Agreement as lessee/renter. However, if the Lessee fails to exercise his or her option within twelve (12) months of the rental credit equaling the purchase price, the Option to Purchase shall lapse.

(j) No Lessor Responsibility After Purchase. Upon conveyance of title for the Home to the Lessee, the Lessor shall have no further responsibility for the Home including, but not limited to, insuring the Home, maintaining, rehabilitating, or repairing the Home. Upon sale the Lessee shall become solely responsible for the Home.

9. **ASSIGNMENT OR TRANSFER:** Lessee shall not have the right or power to transfer, assign or sublease this Agreement or any provision thereof without the express written consent of Lessor.

10. **HEIRS AND ASSIGNS:** It is agreed and understood that all covenants of this Agreement shall succeed to and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto, but nothing contained herein shall be construed so as to allow the Lessee to transfer or assign this Agreement in violation of any term hereof.

11. **ENTIRE AGREEMENT:** This agreement contains the entire agreement between the parties hereto and neither party is bound by any representations or agreements of any kind except as contained herein.

12. **GOVERNING LAW:** This agreement shall be governed by the laws of the Karuk Tribe.

WITNESS THE SIGNATURE(S) this the _____ day of _____, 20____.

Lessor

Karuk Tribe Housing Authority

By: _____
Title: Executive Director

LESSEE(S)

Attachment: Price/Payment Schedule