

Lease for Foxview Apartments

1. Parties and Dwelling Unit: The parties to this Agreement are, _____ referred to as the Owner, and _____ referred to as the Resident. The Owner leases to the Resident unit # _____ located at **330 W Main Street, Omro, WI** the development known as _____.

2. Length of Time (Term): The initial Term of this Agreement shall begin on _____ and end on _____. After the initial term ends, the Agreement will continue for successive terms of a month to month tenancy each unless a new lease is signed or it is automatically terminated as permitted by paragraph 23 of this Agreement.

3. Rent: The Resident agrees to pay _____ for the partial month ending on _____. After that, Resident agrees to pay a rent of _____ per month. This amount is due on the first day of the month and will be delinquent if not paid in full by the fifth day of the month. All payments under the Lease shall be made to **Oshkosh Winnebago Housing Authority**, 600 Merritt Avenue, Oshkosh, Wisconsin. The Resident understands that this monthly rent is less than the market (unsubsidized) rent due on this unit. This lower rent is available because HUD makes monthly payments to the Owner on behalf of the Resident. The amount, if any, that HUD makes available monthly on behalf of the Resident is called the Housing Assistance Payment (HAP) and is shown on the "Assistance Payment" line of the "Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures" which is Attachment 1 to this Agreement.

4. Changes in the Resident's Share of the Rent: The Resident agrees that the amount of rent the Resident pays and/or the amount of assistance that HUD pays on behalf of the Resident may be changed during the term of this Agreement if:

- a. HUD or the Contract Administrator (such as a Public Housing Agency) determines, in accordance with HUD procedures, that an increase in rents is needed;
- b. HUD or the Contract Administrator changes any allowance for utilities or services considered in computing the Resident's share of the rent;
- c. the income, the number of persons in the Resident's household or other factors considered in calculating the Resident's rent change and HUD procedures provide that the Resident's rent or assistance payment be adjusted to reflect the change;
- d. changes in the Resident's rent or assistance payment are required by HUD's re-certification or subsidy termination procedures;
- e. HUD's procedures for computing the Resident's assistance payment or rent change; or
- f. the Resident fails to provide information on his/her income, family composition or other factors as required by the Owner.

The Owner agrees to implement changes in the Resident's rent or Resident assistance payment only in accordance with the time frames and administrative procedures set forth in HUD's handbooks, instructions and regulations related to administration of multifamily subsidy programs. The Owner agrees to give the Resident at least 30 days advance written notice of any increase in the Resident's rent except as noted in paragraphs 11, 15 or 17. The Notice will state the new amount the Resident is required to pay, the date the new amount is effective, and the reasons for the change in rent. The Notice will also advise the Resident that he/she may meet with the Owner to discuss the rent change.

5. Charges for Late Payments and Returned Checks: If the Resident does not pay the full amount of the rent shown in paragraph 3 by the end of the 5th day of the month, the Owner may collect a fee of \$15 on the 6th day of the month. The Owner 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 23. The Owner will collect a fee equal to the amount typically charged by the financial institution for returned Resident checks or ACH transfers not honored for payment. The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Resident.

6. Condition of Dwelling Unit: Resident's signature on the Unit Inspection Report acknowledges that the unit is safe, clean and in good condition. The Resident agrees that all appliances and equipment in the unit are in good working order, except as described on the Unit Inspection Report that is Attachment No. 2 to this Agreement. The Resident also agrees that the Owner has made no promises to decorate, alter, repair or improve the unit, except as listed on the Unit Inspection Report.

7. Charges for Utilities and Services: The following charts describe how the cost of utilities and services related to occupancy of the unit will be paid. The Resident agrees that these charts accurately describe the utilities and services paid by the Owner and those paid by the Resident.

- a. The Resident must pay for the utilities in column (1). Payments should be made directly to the appropriate utility company. Resident's failure to promptly pay utility bills when due shall be considered nonpayment of Tenant Rent and will be cause to issue a Notice of Termination. The items in column (2) are included in the Resident's rent.
- b. The Resident agrees to pay the Owner the amount shown in column (3) as invoiced. The Owner certifies that HUD had authorized him/her to collect the type of charges shown in column (3) and that the amounts shown in column (3) do not exceed the amounts authorized by HUD.

(1)	(2)
Put "x" by any Utility Resident pays directly	Type of Utility
	Heat
	Lights, Electric , Cooking
	Hot Water
	Water and Sewer
	Garbage Collection
	Cable Television

(3)
Show \$ Amount Resident Pays to Owner in Addition to Rent
Excess Utilities (Additional Freezer)
Air Conditioner

8. Security Deposits: The Resident shall deposit \$_____ with the Owner. The Resident shall have the option of paying this deposit in six equal and consecutive monthly installments until the deposit is paid in full. The Owner will hold this security deposit for the period the Resident occupies the unit. Interest earned on security deposit accounts will help to subsidize Resident services. After the Resident has moved from the unit, the Owner will determine whether the Resident is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures.

- a. The Resident will be eligible for a refund of the security deposit only if the Resident provided the Owner with the 30-day written notice of intent to move required by paragraph 23, unless the Resident was unable to give the notice for reasons beyond his/her control.
- b. When Resident has moved from the unit, the Owner will complete a final Unit Inspection Report. The Owner will permit the Resident to participate in the inspection, if requested.
- c. The Owner will refund to the Resident the amount of the security deposit, less any amount needed to pay the cost of:
 - (1) unpaid rent which includes Resident utility obligations;
 - (2) damages beyond normal wear and tear that were not listed on the initial Inspection Report;
 - (3) charges for late payment of rent and finance charges, as described in paragraph 5; and
 - (4) charges for unreturned keys, as described in paragraph 9.
- d. The Owner agrees to refund the amount computed in paragraph 8c within 30 days after the Resident has permanently moved out of the unit, returned possession of the unit to the Owner, and given his/her new address to the Owner. The Owner will also give the Resident a written list of charges that were subtracted from the deposit. If the Resident disagrees with the Owner concerning the amounts deducted and asks in writing to meet with the Owner, the Owner agrees to meet with the Resident and informally discuss the disputed charges.
- e. If the unit is rented by more than one person, the Residents agree that they will work out the details of dividing any refund among themselves. The Owner may pay the refund to any Resident identified in Paragraph 1 of this Agreement.
- f. The Resident understands that the Owner will not count the Security Deposit towards the last month's rent or towards repair charges owed by the Resident in accordance with paragraph 11.

9. Keys and Locks: The Resident agrees not to install additional or different locks or gates on any

doors or windows of the unit without the written permission of the Owner. If the Owner approves the Resident's request to install such locks, the Resident agrees to provide the Owner with a key for each lock. When this Agreement ends, the Resident agrees to return all keys to the dwelling unit to the Owner. The Owner will charge the cost to re-key the unit if all the keys are not returned.

10. Maintenance:

- a. The Owner agrees to:
 - (1) regularly clean all common areas of the building(s);
 - (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. The Resident agrees 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 the Owner 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.

11. Damages: Whenever damage is caused by carelessness, misuse, or neglect or non-performance on the part of the Resident, his/her family or visitors, the Resident agrees to pay:

- a. the cost of all time and materials for maintenance and repairs and do so within 30 days after receipt of the Owner's invoice for the repair charges; and
- b. rent for the period the unit is damaged whether or not the unit is habitable. The Resident understands that HUD will not make assistance payments for any period in which the unit is not habitable. For any such period, the Resident agrees to pay the HUD-approved market rent rather than the Resident rent shown in paragraph 3 of this agreement.

12. Restrictions on Alterations: No alteration, addition, or improvements shall be made in or to the premises without the prior consent of the Owner in writing. The Owner agrees to provide reasonable accommodation to an otherwise eligible Resident's disability, including making changes to rules, policies, or procedures, and making and paying for structural alterations to a unit or common areas. The Owner is not required to provide accommodations that constitute a fundamental alteration to the Owner's program or which would pose a substantial financial and administrative hardship. See the regulations at 24 CFR Part 8. In addition, if a requested structural modification does pose a substantial financial and administrative hardship, the Owner must then allow the Resident to make and pay for the modification in accordance with the Fair Housing Act.

13. General Restrictions: The Resident must live in the unit and the unit must be the Resident's only place of residence. The Resident shall use the premises only as a private dwelling for himself/herself and the individuals listed on the "Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures." The Resident agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of the Owner. If the Resident vacates or abandons the dwelling unit without giving the required notice established herein, the Owner will treat such vacation or abandonment as a termination of this lease and may take possession of the dwelling unit and remove all furniture and personal property therein on the first rent paying date following such vacation or abandonment. Absence from the unit for more than 15 days will be considered abandonment unless the Resident has submitted a satisfactory written explanation for the absence. Entry of the dwelling unit, and possession of the Resident's personal property after the rent paying date, shall not constitute forcible entry, nor cause a forfeiture of rents or other charges due the Owner under this lease, nor a waiver of any covenant or provision contained in this lease to be performed by the Owner. The Owner further agrees to make a reasonable attempt to contact, in writing, Resident, his/her family and/or representative to determine the

proper disposition of Resident's personal property. The Owner agrees to hold such furniture and personal property in accordance with Wisconsin Statutes. Proceeds from personal property disposal will be credited against any charges for which the Resident is liable. Further, the Resident agrees not to:

- a. sublet or assign the unit, or any part of the unit;
- 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;
- d. have pets or animals of any kind in the unit without the prior written permission of the Owner, but the Owner will allow the Resident to keep an animal needed as a reasonable accommodation to the Resident's disability, and will allow animals to accompany visitors with disabilities who need such animals as an accommodation to their disabilities; or
- e. make or permit noises or acts that will disturb the rights or comfort of neighbors. The Resident agrees to limit the volume of all devices to a level that will not disturb the neighbors.

14. Rules: The Resident agrees to honor the provisions of the Resident Handbook that are Attachment No. 3 to this Agreement. The Resident agrees to obey additional rules established after the effective date of this Agreement if:

- a. the rules are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Residents; and
- b. the Resident at least 30 days prior to any enforcement receives written notice of the new rule

15. Regularly Scheduled Recertifications: At least annually the Owner will require the Resident to report the income and composition of the Resident's household and to supply any other information required by HUD for the purposes of determining the Resident's rent and assistance payment, if any. The Resident agrees to provide accurate statements of this information and to do so by the date specified in the Owner's request. The Owner will verify the information supplied by the Resident and use the verified information to compute the amount of the Resident's rent and assistance payment, if any.

- a. If the Resident does not submit the required recertification information by the date specified in the Owner's request, the Owner may impose the following penalties. The Owner may implement these penalties only in accordance with the administrative procedures and time frames specified in HUD's regulations, handbooks and instructions related to the administration of multifamily subsidy programs.
 - (1) Require the Resident to pay the higher, HUD-approved market rent for the unit.
 - (2) Implement any increase in rent resulting from the recertification processing without providing the 30-day notice otherwise required by paragraph 4 of this Agreement.
- b. The Resident may request in writing to meet with the Owner to discuss any change in rent or assistance payment resulting from the recertification processing. If the Resident requests such a meeting, the Owner agrees to meet with the Resident and discuss how the Resident's rent and assistance payment, if any, were computed.

16. Reporting Changes Between Regularly Scheduled Recertifications:

- a. If any of the following changes occur, the Resident agrees to advise the Owner immediately.
 - (1) Any household member moves out of the unit.
 - (2) An adult member of the household who was reported as unemployed on the most recent certification or re-certification obtains employment.
 - (3) The household's income cumulatively increases by \$200 or more a month.
- b. The Resident may report any decrease in income or any change in other factors considered in calculating the Resident's rent. Unless the Owner has confirmation that the decrease in income or change in other factors will last less than one month, the Owner will verify the information and make the appropriate rent reduction. However, if the Resident's income will be partially or fully restored within two months, the Owner may delay the certification process until the new income is known, but the rent reduction will be retroactive and the Owner may not evict the Resident for nonpayment of rent due during the period of the reported decrease and the completion of the certification process. The Resident has thirty days after receiving written notice of any rent due for the above described time period to pay or the Owner can evict for nonpayment of rent.
- c. If the Resident does not advise the Owner of these interim changes, the Owner may increase the Resident's rent to the HUD-approved market rent. The Owner may do so only in accordance with the time frames and administrative procedures set forth in HUD's regulations, handbooks and instructions on the administration of multifamily subsidy programs.

d. The Resident may request in writing to meet with the Owner to discuss how any change in income or other factors affected his/her rent or assistance payment, if any. If the Resident requests such a meeting, the Owner agrees to meet with the Resident and explain how the Resident's rent or assistance payment, if any, was computed.

17. Removal of Subsidy:

a. The Resident understands that assistance made available on his/her behalf may be terminated if events in either items 1 or 2 below occur. Termination of assistance means that the Owner may make the assistance available to another Resident and the Resident's rent will be recomputed. In addition, if the Resident's assistance is terminated because of criterion (1) below, the Resident will be required to pay the HUD-approved market rent for the unit.

(1) The Resident does not provide the Owner with the information or reports required by paragraph 15 or 16 within 10 calendar days after receipt of the Owner's notice of intent to terminate the Resident's assistance payment.

(2) The amount the Resident would be required to pay towards rent and utilities under HUD rules and regulations equals the Family Gross Rent shown on Attachment 1.

b. The Owner agrees to give the Resident written notice of the proposed termination. The notice will advise the Resident that, during the ten calendar days following the date of the notice, he/she may request to meet with the Owner to discuss the proposed termination of assistance. If the Resident requests a discussion of the proposed termination, the Owner agrees to meet with the Resident.

c. Termination of assistance shall not affect the Resident's other rights under this Agreement, including the right to occupy the unit. Assistance may subsequently be reinstated if the Resident submits the income or other data required by HUD procedures, the Owner determines the Resident is eligible for assistance, and assistance is available.

18. Resident Obligation To Repay: If the Resident submits false information on any application, certification or request for interim adjustment or does not report interim changes in family income or other factors as required by paragraph 16 of this Agreement, and as a result, is charged a rent less than the amount required by HUD's rent formulas, the Resident agrees to reimburse the Owner for the difference between the rent he/she should have paid and the rent he/she was charged. The Resident is not required to reimburse the Owner for undercharges caused solely by the Owner's failure to follow HUD's procedures for computing rent or assistance payments.

19. Size of Dwelling: The Resident understands that HUD requires the Owner to assign units in accordance with the Owner's written occupancy standards. These standards include consideration of unit size, relationship of family members, age and sex of family members and family preference. If the Resident is or becomes eligible for a different size unit, and the required size unit becomes available, the Resident agrees to:

- a. move within 30 days after the Owner notifies him/her that unit of the required size is available within the project; or
- b. remain in the same unit and pay the HUD-approved market rent.

20. Access by Owner:

a. The Owner agrees to enter the unit only during reasonable hours, to provide reasonable advance notice of his/her intent to enter the unit, and to enter the unit only after receiving the Resident's consent to do so, except when urgency situations make such notices impossible or except under paragraph (c) below.

b. The Resident consents in advance to the following entries into the unit:

(i) The Resident agrees to permit the Owner, his/her agents or other persons, when authorized by the Owner, to enter the unit for the purpose of making reasonable repairs and periodic inspections.

(ii) After the Resident has given a notice of intent to move, the Resident agrees to permit the Owner to show the unit to prospective residents during reasonable hours.

c. If the Resident moves before this Agreement ends, the Owner may enter the unit to decorate, remodel, alter or otherwise prepare the unit for re-occupancy.

21. Discrimination Prohibited: The Owner agrees not to discriminate based upon race, color,

religion, creed, National origin, sex, age, familial status, and disability.

22. Change in Rental Agreement: The Owner may, with the prior approval of HUD, 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. The Owner must notify the Resident of any change and must offer the Resident a new Agreement or an amendment to the existing Agreement. The Resident must receive the notice at least 60 days before the proposed effective date of the change. The Resident may accept the changed terms and conditions by signing the new Agreement or the amendment to the existing Agreement and returning it to the Owner. The Resident may reject the changed terms and conditions by giving the Owner written notice that he/she intends to terminate the tenancy. The Resident must give such notice at least 30 days before the proposed change will go into effect. If the Resident does not accept the amended agreement, the Owner may require the Resident to move from the project, as provided in paragraph

23. Termination of Tenancy:

- a. To terminate this Agreement, the Resident must give the Owner 30-days written notice before moving from the unit. If a Resident does not give the full 30-day notice, the Resident shall be liable for rent up to the end of the 30 days for which notice was required or to the date the unit is re-rented, whichever date comes first.
- b. Any termination of this Agreement by the Owner must be carried out in accordance with HUD regulations, State and local law, and the terms of this Agreement.
- c. The Owner may terminate this Agreement for the following reasons:
 1. the Resident's material noncompliance with the terms of this Agreement;
 2. the Resident's material failure to carry out obligations in Chapter 704 Wisconsin Statutes;
 3. drug related criminal activity engaged in on or near the premises, by any Resident, household member, or guest, and any such activity engaged in on the premises by any other person under the Resident's control;
 4. determination made by the Owner that a household member is illegally using a drug;
 5. determination made by the Owner that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
 6. criminal activity by a Resident, any member of the Resident's household, a guest or another person under the Resident's control:
 - (a) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises); or
 - (b) that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;
 7. if the Resident is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or a high misdemeanor if from the State of New Jersey;
 8. if the Resident is violating a condition of probation or parole under Federal or State law;
 9. determination made by the Owner that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
 10. if the Owner determines that Resident, any member of the Resident's household, a guest or another person under the Resident's control has engaged in the criminal activity, regardless of whether the Resident, any member of the Resident's household, a guest or another person under the Resident's control has been arrested or convicted for the activity.
- d. The Owner may terminate this Agreement for other good cause, which includes, but is not limited to the Resident's refusal to accept change to this agreement. Terminations for "other good cause" may only be effective as of the end of any initial or successive term. The term material noncompliance with the lease includes:
 - (1) one or more substantial violations of the lease;
 - (2) repeated minor violations of the lease that
 - a. disrupt the livability of the project;
 - b. adversely affect the health or safety of any person or the right of any Resident to the quiet enjoyment to the leased premises and related project facilities,
 - c. interfere with the management of the project, or
 - d. have an adverse financial effect on the project

(3) failure of the Resident to timely supply all required information on the income and composition, or eligibility factors, of the Resident household (including, but not limited to, failure to meet the disclosure and verification requirements for Social Security Numbers, or failure to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies), and

(4) non-payment of rent or any other financial obligation due under the lease beyond any grace period permitted under State law. The payment of rent or any other financial obligation due under the lease after the due date but within the grace period permitted under State law constitutes a minor violation.

e. If the Owner proposes to terminate this Agreement, the Owner agrees to give the Resident written notice and the grounds for the proposed termination. If the Owner is terminating this agreement for "other good cause," the termination notice must be mailed to the Resident and hand-delivered to the dwelling unit in the manner required by HUD at least 30 days before the date the Resident will be required to move from the unit and in accordance with State law requirements. Notices of proposed termination for other reasons must be given in accordance with any time frames set forth in State and local law. Any HUD-required notice period may run concurrently with any notice period required by State or local law.

All termination notices must:

- specify the date this Agreement will be terminated;
- state the grounds for termination with enough detail for the Resident to prepare a defense;
- advise the Resident that he/she has 10 days within which to discuss the proposed termination of tenancy with the Owner. The 10-day period will begin on the earlier of the date the notice was hand-delivered to the unit or the day after the date the notice is mailed. If the Resident requests the meeting, the Owner agrees to discuss the proposed termination with the Resident; and
- advise the Resident of his/her right to defend the action in court.

f. If an eviction is initiated, the Owner agrees to rely only upon those grounds cited in the termination notice required by Paragraph e.

In the event of Resident's death, if Resident is the sole occupant of the unit, Resident's heir(s) and personal representative shall remove Resident's possession from and vacate the unit within 14 days after Resident's death, on which date the term of this Lease shall end. If, after the 14th day the unit is not vacated, Resident heir(s), executors, administrators, successors, and assigns shall be bound to pay the Contract Rent for the unit for all days until the unit is vacated.

24. Hazards:

The Resident shall not undertake, or permit his/her family or guests to undertake, any hazardous acts or do anything that will increase the project's insurance premiums. Such action constitutes a material non-compliance. 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 the Resident, the Resident 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.

25. Penalties for Submitting False Information:

Knowingly giving the Owner false information regarding income or other information: factors considered in determining Resident's eligibility and rent is a material noncompliance with the lease subject to termination of tenancy. In addition, the Resident could become subject to penalties available under Federal law. Those penalties include fines up to \$10,000 and imprisonment for up to five years.

26. Contents of this Agreement:

This Agreement and its Attachments make up the entire agreement between the Owner and the Resident regarding the unit. 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 the Owner and the Resident will continue to be bound by them.

27. Attachments to the Agreement:

The Resident certifies that he/she has received a copy of this Agreement and the following Attachments to this Agreement and understands that these Attachments are part of this Agreement:

Attachment No. 1 – Owner’s Certification of Compliance with HUD’s Tenant Eligibility and Rent Procedures (50059 Certification)

Attachment No. 2 – Unit Inspection Report

Attachment No. 3 – Resident Handbook

Attachment No. 4 – Pet Policy

Attachment No. 5 – Watch Out for Lead Paint Poisoning

Attachment No. 6 – Emergency Contact Information

28. Residents’ Rights to Organize: Owner agrees to allow Resident and Resident organizers to conduct on the property the activities related to the establishment or operation of a Resident organization set out in accordance with HUD requirements.

29. Resident Income Verification: The Resident must promptly provide the Owner with any letter or other notice by HUD to a member of the family that provides information concerning the amount or verification of family income in accordance with HUD requirements.

30. Automatic Termination: The lease agreement will terminate automatically, if the Section 8 Housing Assistance contract terminates for any reason.

31. Execution:

This Lease shall be governed and construed in accordance with the laws of the State of Wisconsin and applicable Federal Housing laws or regulations. All actions or claims pertaining to or arising under this Lease shall be litigated as required by law in the area of Residency.

a. Resident’s signature below hereby certifies that I/we, and other members of the household, have not committed any fraud in connection with any federal housing assistance program not previously fully disclosed to the Owner before execution of this lease, or before the Owner’s approval for occupancy of the unit by the Resident. I/we further certify that all information or documentation submitted by myself or other Residents to the Owner in connection with any federal housing assistance program, before and during the lease term, are true and complete to the best of my/our knowledge and belief.

b. No delay or failure by the Authority in exercising any right under this Lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein. Further, if any Court declares a particular provision of this Lease to be invalid or illegal, all other terms of this Lease will remain in effect and both Owner and Resident will continue to be bound by them.

c. This Lease, together with Attachments, any future adjustment of rent, dwelling unit or household membership, the Resident’s signed application for housing, and the Residents Handbook constitute the entire agreement between the Owner and the Resident, and no changes thereto shall be made except in writing.

RESIDENT BY:

1. _____ /_____/_____
Signature Date

2. _____ /_____/_____
Signature Date

Oshkosh Winnebago County Housing Authority:

1. _____ /_____/_____
Signature Date