### HOUSING AUTHORITY OF THE CITY OF CUMBERLAND PART II RESIDENTIAL LEASE AGREEMENT Project Number: MD00500000

**THIS AGREEMENT** is executed between the Housing Authority of the City of Cumberland (herein called "HACC"), and (herein called the "Tenant") and serving as Head of Household. This agreement becomes effective as of this date .

- 1. **Unit:** That the HACC, relying upon the representations of Tenant as to Tenant's income, household composition and housing need, leases to Tenant, (upon Terms and Conditions set forth in Part I of this Lease Agreement which Tenant has been provided a copy) a -Bedroom dwelling unit located at , Cumberland, MD 21502 (and hereinafter called the "premises") to be occupied exclusively as a private residence by Tenant and household listed below. The Tenant unit address/number is:
- 2. Household Composition: The Tenant's household is composed only of the individuals listed below. Other than the Head, each household member should be listed by age, oldest to youngest. All members of the household over age 18 shall execute the lease.

Name	Relationship	Birth Date	Age	Social Security Number
	Head of Household			

- **3. Term:** The term of this lease shall be one year, renewed as stipulated in Part I of the Lease.
- 4. Rent: Initial rent (prorated for partial month) shall be \$ and, if applicable, the Tenant shall receive the benefit of \$0.00 from the HACC for Utility Reimbursement (for partial month) paid to the utility supplier for the period beginning <u>N/A</u> and ending at midnight <u>N/A</u>. Thereafter, rent in the amount of \$ per month shall be payable in advance on the first day of each month, and shall be delinquent after the seventh (7th) day of said month. A utility reimbursement of \$ 0.00 per month (if applicable) shall be paid to the utility supplier by the HACC for the Tenant.

 $\hfill\square$  This is the flat rent for the premises and is based upon the income and other information reported by the resident.

5. **Utilities:** HACC Supplied Utilities

If indicated by an (X) below, the HACC provides the indicated utility as part of the rent for the premises:

- Electricity
  INatural Gas
  Heating Fuel
  Trash Removal
- □ Water □ Sewerage
- $\square$  Other:

\$

- **6. Appliances:** If indicated by an (X) below, the HACC shall provide the following appliances for the premises:
  - $\boxtimes$  Refrigerator  $\boxtimes$  Cooking Range  $\square$  Dishwasher  $\square$  Other:

If indicated by an (X) below, the Tenant has requested to use their own refrigerator/stove in lieu of the HACC appliances and Tenant agrees and will maintain the appliance(s) in working order:

- □ Refrigerator □
  - ator  $\Box$  Cooking Range  $\Box$  Other:
- 7. If indicated by an (X) below, the HACC shall provide the Tenant with a Utility Allowance in the monthly amount totaling \$ for the following utilities paid directly by the Tenant to the Utility supplier:
  - □ Electricity
    □ Natural Gas
    □ Heating Fuel
    □ Trash removal
    □ Water
    □ Sewerage
    □ Other:
- 8. Utility Charges for Excess Appliances: Charges for excess utilities associated with major appliances not supplied by HACC (not applicable to Tenants who pay related utilities directly to utility supplier) are due for each month of occupancy for each appliance within the apartment per the following rate schedule:

If indicated by an (X) below, an additional charge as indicated next to the item will be charged and payable per month for each of the following:

- $\Box$  Window Air Conditioner(s) \$ each  $\Box$  Freezer \$
- □ Washer-Water/Sewer Only \$ □ Dishwasher \$
  - □ Washer-Water/Sewer & Electric \$ □ Other:
- **9. Security Deposit.** Tenant agrees to pay \$ as a security deposit. See Part I of this lease for information on treatment of the Security Deposit.
- **10. Periodic Changes:** Resident's rent and utility allowance/reimbursement may change periodically based upon: change in the financial circumstances of the Resident or any member of the household; annual recertification of the Resident's eligibility under federal housing guidelines; change in federal income guidelines for federal housing programs; change in the cost of utilities; and in accuracy in the information provided by the Resident or any other member of the household.
- **11. Annual Review:** The next annual review and recertification shall be conducted on or around the month/year of . You will be contacted prior to this date.
- 12. Number of keys issued to the rental unit \_\_\_\_\_

Number of Access Key Cards issued to the unit \_\_\_\_\_

**Execution:** By the Tenant's signature(s) below, Tenant and household agree to the terms and conditions of Part I and II of this lease and all additional addendums made a part of the lease by reference. By the signature(s) below I/we also acknowledge that the Provisions of Part I of this Lease Agreement have been received and thoroughly explained to me/us.

Head of Household:	Date:
Other Adult Resident:	Date:
Other Adult Resident:	Date:
Other Adult Resident:	Date:
Property Manager:	Date:

The Property Manager for this community can be reached through our main office or at the office listed below:

	Main Office: Jane Frazier Village Banneker Gardens	635 East First Street, Cumberland, MD 21502 301-724-6606
	John F. Kennedy Homes	135 North Mechanic Street, 1 <sup>st</sup> Floor, Cumberland, MD 21502 301-724-1544
	Queen City Tower	235 Paca Street, 1 <sup>st</sup> Floor, Cumberland, MD 21502 301-722-7977
	Furnace Street Office: Willow Valley Apartments Grande View Apartments 1034 Frederick St.	701 Furnace Street, Suite One, Cumberland, MD 21502 301-759-2880
Offic	ce Hours at all Locations:	8:00 a.m. to 4:00 p.m. (Closed 12:00 to 12:30 p.m. for Lunch)

## EMERGENCY MAINTENANCE TELEPHONE NUMBER: 301-724-2055 24 Hours a Day

**WEB SITE:** Visit us on the web at <u>www.CumberlandHousing.org</u> for news about your community, forms, documents, rent information, schedule of costs, report work orders and much more.

# TENANT FRAUD CERTIFICATION

I hereby certify that I, and other members of my Household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to the HACC before execution of the lease, or before the HACC approval for occupancy of the unit by the Household member. I further certify that all information or documentation submitted by myself or other Household members to the HACC in connection with any federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge and belief.

Date

Head of Household's Signature

### ATTACHMENTS TO THE LEASE

If indicated by an  $\boxtimes$  below, the Housing Authority has provided me, the Head of Household, with the following documents either at initial occupancy or on this date. All Household Members are obligated to read and comply with the terms and conditions of these documents as they are incorporated into and as part of this Lease Agreement for the unit in which we are leasing as a substantial provision:

$\boxtimes$	Attachment 3	House Rules	Dated: July 1, 2023
$\boxtimes$	Attachment 4	Violence against Women Act Policy	Dated: July 1 2023
$\boxtimes$	Attachment 5	Schedule of Tenant Charges	Dated: July 1, 2023
$\boxtimes$	Attachment 6	Pet Ownership Policy	Dated: July 1, 2023
$\boxtimes$	Attachment 7	Live-In Aide	Dated: July 1, 2023
$\boxtimes$	Attachment 8	Community Service Policy	Dated: July 1, 2023
$\boxtimes$	Attachment 9	Grievance Procedure	Dated: July 1, 2023

All of the above may be periodically updated due to HUD regulations, State and Federal laws, or for other reasonable cause. If any document is changed, a notice will be supplied to you in at least one form through the monthly newsletter, public meeting and/or direct delivery.

Date

Head of Household's Signature

### STATEMENT ON RECEIPT OF LEAD BASED PAINT INFORMATION

- □ This rental unit, built before 1978, has been inspected by a Maryland Department of the Environment Licensed Lead Based Paint Inspector. This unit has been Certified as Lead Free Housing and therefore there is no evidence or knowledge of lead-based paint and/or lead-based paint hazards in or around the housing unit. A copy of the Lead-Free Certificate is posted or available upon request at the housing site office.
- □ This rental unit, built after 1978, has been deemed Lead Free by the State of Maryland Department of the Environment.

Head of Household's Signature