

LEASE AND SUBLEASE AGREEMENT

THIS LEASE AND SUBLEASE AGREEMENT is made this ___ day of _____, 201_, by and between _____, (hereinafter "Landlord"), a not-for-profit corporation (hereinafter, "Tenant") and _____, (hereinafter "Subtenant").

1. **Premises.** Landlord leases to Tenant, and Subtenant leases from Tenant, the premises commonly known as _____, together with all improvements situation thereon and appurtenances located in _____ (the "Premises").

2. **Rent.** The rent for the Premises is \$_____ per month, which shall be payable on the first (1st) day of each calendar month during the term of this Lease and Sublease Agreement. If Landlord does not receive a rent payment within fifteen (15) days of the date it is due, Landlord shall give Tenant written notice of the delinquency. Tenant shall make the payment within fifteen (15) days of the effective date of the notice. If the rent payment is not made within such time, Tenant will be in default.

2.1 Tenant shall have no liability of any kind with respect to any amounts which may be payable under the Lease and Sublease Agreement other than the specific monthly rent.

2.2. (**Optional**) Subtenant will pay the following portions of rent payable under the Lease and Sublease Agreement directly to Landlord and Tenant will pay the difference between the amount Subtenant pays and the monthly rent:

The Subtenant will pay 10% of their monthly gross income or 30% of monthly adjusted income, whichever is greater.

3. **Security Deposit.** Tenant has deposited the sum of \$_____ (not to exceed 1 month's rent) with Landlord to secure the faithful performance by Tenant of all covenants, conditions and agreements contained in this Lease and Sublease Agreement. It is covenanted and agreed that this security deposit shall not be considered trust funds and that the Landlord may deposit the same in any bank or depository selected by said Landlord, and may commingle it with other funds. Landlord need not account for any interest earned on said deposit during the term of this Lease and Sublease Agreement. If Tenant defaults in any of the terms, covenants or agreement contained herein to be performed by Tenant; Landlord may apply that portion of the secured deposit to cure such default. If said security deposit shall not equal the amount of such damage the Landlord may apply said deposit as partial settlement of such damage, but by so doing Landlord shall not be precluded from pursuing other remedies or rights. Upon the faithful performance by the Tenant of all the covenants, conditions and agreements contained herein to be performed by Tenant, and upon the termination of the term of this Lease and Sublease Agreement, unless such term shall have been terminated by the Landlord or Landlord's agents because of a default by Tenant, the Landlord shall pay over to Tenant a sum of money equal in amount of said deposit within fifteen (15) days after such termination. (NOTE: The State's Residential Landlord and Tenant Act respecting security deposits should be consulted by the parties.)

4. **Term.** This Lease and Sublease Agreement shall be for an original term of one year commencing _____, 201_, and unless terminated pursuant to the provisions below, or extended by written agreement signed by Landlord and Tenant and Subtenant, shall end at midnight on _____, 200__.

5. **Utilities.** Subtenant shall be responsible for, and promptly pay when due and payable, the following utilities: [water] [electricity] [natural gas] [trash collection] [telephone service] [cable television] [_____]. Such utilities shall be placed in the Subtenant's name at date of occupancy. The following utilities shall be paid by Landlord:
_____.

6. **Taxes.** Landlord shall timely pay or cause to be paid when due all real property taxes or assessments, general or special, now or hereafter imposed by any federal, state, or

local government on the Premises.

7. **Insurance**. Landlord shall purchase and maintain extended property coverage and comprehensive general liability insurance on the Premises, including a property damage provision, insuring against liability for injury to persons or property occurring on or about the Premises or arising out of the ownership, maintenance, use or occupancy of the Premises.

7.1 Tenant and Subtenant may, but are not required to, purchase and maintain additional insurance on the maintenance, use or occupancy of the Premises.

7.2 Tenant and Subtenant may, but are not required to, purchase and maintain renters insurance.

7.3 The Tenant and Subtenant agree and understand the Landlord assumes no responsibility for loss or damage to Tenant's and Subtenant's personal property or to other contents of the leased premises.

8. **Liens and Encumbrances**. This Lease and Sublease may be subordinate to any existing or future deeds of trust, provided the lender executes a non-disturbance agreement in favor of Tenant and Subtenant.

9. **Maintenance and Repair**. Landlord shall repair and maintain in good working condition the Premises and all portions of the Premises, including without limitation the roof, exterior walls and foundation of any structures located on the Premises; all mechanical systems, including the plumbing, heating, cooling, electrical and ventilating systems, all equipment, fixtures, lighting fixtures, lamps, boilers, heaters and appliances on the Premises; and all windows, doors, gutters, downspouts, and other appurtenances to any structures on the Premises. The Tenant and Subtenant shall have no maintenance or repair responsibilities whatsoever for the same, except as stated in Section 9.1.

9.1 The Subtenant shall, and the Tenant shall ensure that the Subtenant shall, keep that part of the Premises they occupy and use as clean and safe as the condition of the premises permit. In addition, the Subtenant agrees to do the following:

- A. Remove from such dwelling unit all rubbish, garbage and other waste in a clean and safe manner.
- B. Keep all plumbing fixtures in the dwelling unit or used by the Subtenant as clean as their condition permits.
- C. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators in the Premises.

10. **Use of Premises**. Only the Subtenant who signs this Lease and Sublease or children of the Subtenant shall live in the property. Tenant and Subtenant agree that the rental unit shall be occupied by no more than ___ persons, consisting of ___ adults and ___ children. Failure of Subtenant to notify Landlord and Tenant of any change in said number of persons shall constitute a breach of this Lease and Sublease Agreement. In addition, the Subtenant agrees to do and Tenant agrees to ensure Tenant does the following:

- 10.1 Not allow any persons on the premises without the express or implied permission or consent of the Subtenant, and not engage in conduct that will disturb persons on neighboring properties.
- 10.2 Obey all laws and ordinances of the United States, the State, and the City of _____.
- 10.3 Agree to abide by all rules and policies of Tenant's Housing Program.
- 10.4 Notify Tenant and Landlord or his agent promptly of any item of noncompliance with this Lease and Sublease and any damage caused by the Subtenant, his invitees or family, and any damage to the apartment/house or the common area of which the Subtenant has knowledge. Violation of this paragraph shall not only be a breach of the Lease and Sublease Agreement but in addition, Subtenant agrees to reimburse Tenant and Tenant agrees to reimburse Landlord for any damage Landlord suffers by reason of any such violations.

11. **Pets.** No pets or other animals may be brought onto, or kept by Tenant, Subtenant or their children, guests, or invitees, on the premises.

12. **Alterations.** Tenant or Subtenant shall make no alterations in the Premises without the prior written consent of Landlord or his agent. In the event written permission is given by Landlord, no such alteration, additions, modifications, brackets, or other attachments shall thereafter be removed by Tenant or Subtenant, if such removal cannot reasonably be made without damage to the Leased Premises.

13. **Assignment or Sublease.** Tenant shall not assign this Lease or sublease the Premises to any party other than the Subtenant without the prior written consent of Landlord, which shall not be unreasonably withheld. Subtenant shall not assign this Sublease or further sublease the Premises without the prior written consent of Tenant and Landlord, which shall not be unreasonable withheld. Landlord shall be notified promptly by Subtenant and Tenant of any proposed assignment or sublease prior to any such assignment or sublease.

14. **Right of Access.** Landlord and Tenant shall have the right to enter the dwelling unit at reasonable hours, after reasonable notice to the Subtenant, given either written or orally, in order to inspect the Premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors. Landlord and Tenant may further enter the dwelling unit without the consent of Tenant and Subtenant, respectively, in the event of an extreme hazard involving the potential loss of life or severe property damage to property of Landlord, Tenant. Subtenant or other persons residing in or upon the Premises. Subtenant agrees to further let representatives of Tenant enter the Premises upon reasonable notice with regard to any matter concerning Tenant's Housing Program.

15. **Eminent Domain.** If any part of the Premises or any part of the access to or from the Premises is taken under the power of eminent domain, conveyed in lieu of condemnation, or acquired for any public or quasi-public use, Tenant may at its sole option terminate this Lease and Sublease.

16. **Damage by Casualty.** If the Premises are destroyed or

substantially damaged by fire or other casualty, either Tenant or Landlord may terminate this Lease and Sublease. If this Lease and Sublease is so cancelled, rent shall be paid only to the date of cancellation. Tenant and Subtenant shall vacate the Premises immediately upon such cancellation.

16.1 If neither Tenant nor Landlord elects to terminate this Lease and Sublease in case of destruction or damage by casualty, this Lease and Sublease shall continue in full force and effect and Landlord shall restore the Premises (including, without limitation, any improvements constructed by Tenant) to at least their previous condition, within a reasonable time. For the purpose of restoration, Landlord and its agents and contractors may enter the Premises. Rent shall abate during the period of time the Premises are uninhabitable due to damage, destruction, or restoration.

17. **Housing Program Compliance.** Subtenant agrees to comply with the requirements imposed under the Contract with Tenant's Housing Program, dated _____, 201_. Noncompliance with the terms of that contract shall confer to Tenant the right to terminate the contract. Termination of the contract is considered an event of default under this Lease and Sublease.

18. **Default by Landlord.** Except as otherwise provided in the state's statutes governing Landlord Tenant Law, if there is a material noncompliance by Landlord with this Lease and Sublease Agreement, Tenant may deliver a written notice to the Landlord specifying the acts and omissions constituting the breach and that the Lease and Sublease Agreement will terminate upon a periodic rent-paying date not less than thirty (30) days after receipt of the notice. The Lease and Sublease Agreement shall terminate as provided in the notice, subject to the following:

- (1) If the breach is remediable by repairs or the payment of damages or otherwise, and Landlord adequately initiates a good faith effort to remedy the breach within fourteen (14) days after receipt of the notice, the Lease and Sublease Agreement shall not terminate. However, in the event that the same or a similar breach occurs after the 14-day period provided therein, Tenant

may deliver a written notice to Landlord specifically describing the breach and stating that the Lease and Sublease Agreement shall terminate upon a periodic rent-paying date not less than thirty (30) days after the receipt of such notice by Landlord. The Lease and Sublease Agreement shall then terminate as provided in such notice.

- (2) Tenant may not terminate for a condition caused by an act or omission of, or which is or can be properly attributable to or applicable to, Tenant or any person on the Premises at any time with Tenant's express or implied permission or consent.

Except as otherwise provided in the State's Statutes governing Landlord Tenant Law, Tenant may recover damages and obtain injunctive relief for any noncompliance by Landlord with the Lease and Sublease Agreement. The remedy provided in this paragraph shall be in addition to any right of Tenant arising earlier in this Section 18.

If the Lease and Sublease Agreement is terminated, Landlord shall return that portion of the security deposit recoverable by Tenant under the State's Residential Landlord and Tenant Act.

The provisions of this Section 18 shall not limit Landlord's or Tenant's right to terminate this Lease and Sublease Agreement pursuant to State's Statutes governing Landlord Tenant Law, and amendments thereto.

19. **Default by Tenant or Subtenant.** Except as otherwise provided in the State's Statutes governing Landlord Tenant Law, if there is a material noncompliance by Tenant or Subtenant Lease and Sublease Agreement, Landlord may deliver written notice to Tenant and the Subtenant specifying the acts and omissions constituting the breach and that the Lease and Sublease Agreement will terminate upon a date not less than sixty (60) days after receipt of the notice, if the breach is not remedied in fourteen (14) days. The Lease and Sublease Agreement shall terminate as provided in the notice regardless of the periodic rent-paying date, except that if the breach is remediable by repairs or the payment of damages or otherwise, and Tenant adequately initiates a good faith effort to remedy

the breach prior to the date specified in the notice, the Lease and Sublease Agreement will not terminate. However, in the event that such breach or a similar breach occurs after the 14-day period provided in this paragraph, Landlord may deliver written notice to Tenant and the Subtenant that the Lease and Sublease Agreement will terminate upon a date not less than sixty (60) days after receipt of the notice without providing the opportunity to remedy the breach. The Lease and Sublease Agreement shall then terminate as provided in such notice regardless of the periodic rent-paying date.

Landlord may terminate the Lease and Sublease Agreement if rent is unpaid when due following expiration of the time period for notice and opportunity to cure specified under Section 2 above and, in addition to what is stated in Section 2 above, Subtenant fails to pay rent its portion of the rent within three (3) days after written notice by Landlord of nonpayment and such Landlord's intention to terminate the Lease and Sublease Agreement if the rent is not paid within such 3-day period. The 3-day notice in the previous sentence is not to be issued unless and until the time allowed under Section 2 expires without the rent having been paid. The 3-day notice period provided for in this paragraph shall be computed as three consecutive 24-hour periods. When such notice is served on Tenant the 3-day period shall commence at the time of delivery. When such notice is delivered by mailing, an additional two days from the date of mailing should be allowed for Tenant to pay rent and thereby avoid having the Lease and Sublease Agreement terminated.

Except as otherwise provided in the State's Statutes governing Landlord Tenant Law, Landlord may recover damages and obtain injunctive relief for any noncompliance by Tenant or "Tenant" with the Lease and Sublease Agreement.

The provisions of this Section 19 shall not limit a Landlord's or "Tenant"'s right to terminate the Lease and Sublease Agreement pursuant to State's Statutes governing Landlord Tenant Law, and amendments thereto.

20. **Notices and Disclosures**. Except as stated in Section 19 above, all notices or other communications shall be in writing signed by the sender, and shall either be (a) personally delivered, or (b) mailed by certified mail, return receipt

requested, at or to the following addresses:

Landlord:

Tenant:

Subtenant:

20.1 Any party may change the address by written notice to the other. Notices shall be effective when received (if personally delivered) or when deposited in the United States Mail (if mailed by certified mail).

20.2 Landlord is _____
_____. The name and address of the person authorized to manage the leasehold Premises on behalf of that corporation is:

(Name)

The person on whom service of process should be made is as follows:

(Name)

21. **Waiver of Subrogation.** Landlord and Tenant and Subtenant each respectively waive all rights of recovery against

the other and the other's agents, employees, permitted licensees and assignees, for any loss or damage to property or injury to or death of persons, to the extent the same is covered or indemnified by proceeds of any insurance, or for which reimbursement is otherwise received. This agreement, however, shall apply only so long as the parties' respective insurance companies expressly concur in this agreement and waive all subrogation rights. Nothing in this section shall impose any greater liability upon Tenant than would have existed in the absence of this section.

22. **Successors and Assigns**. This Lease and Sublease Agreement shall inure to the benefit of and be binding upon the heirs, estates, executors, administrators, receivers, custodians, successors and assigns of the respective parties.

23. **Amendments**. This Lease and Sublease Agreement contains the entire agreement of the parties. No amendments may be made to this Lease and Sublease Agreement except by an agreement in writing executed by all the parties.

24. **Miscellaneous**. The following provisions are additional terms of this Lease and Sublease Agreement:

24.1 The captions of the sections of this Lease and Sublease Agreement are inserted for convenience only and shall not be used in the interpretation or construction of any provisions of this Lease.

24.2 If any provision of this Lease and Sublease Agreement is held invalid or unenforceable, the holding shall affect only the provision in question, and all other provisions of this Lease and Sublease Agreement shall remain in full force and effect.

24.3 The rule that the terms of an agreement are strictly construed against the drafting party shall have no application to the construction or interpretation of this Lease and Sublease Agreement.

25. **"Tenant" Approval**. This Lease and Sublease Agreement is expressly subject to the approval of the Board of Trustees of Tenant, a not-for-profit corporation.

26. **Use of Premises and Extended Absence of Subtenant**.

Tenant and Subtenant shall occupy the Premises only as a dwelling unit.

Intending to be fully bound, the parties have executed this Lease and Sublease Agreement the day and year first above written.

LANDLORD

By: _____

TENANT, a not-for-profit Corporation

By: _____

SUBTENANT

By: _____