



**LEASE FOR THE FAMILY OF HOUSING AUTHORITY OF THE CITY OF COCOA
DESCRIPTION OF PARTIES, PREMISES AND PERTINENT INFORMATION**

Housing Authority of the City of Cocoa (HACC) agrees to lease to the Resident listed below, the dwelling unit (Dwelling) in the HACC complex listed below, subject to the terms and conditions set forth in this Dwelling Lease Agreement (Agreement)

1. NAME OF RESIDENT _____

ADDRESS OF UNIT _____

Unit Number	Lease Start Date	Lease End Date	Recertification Month	Number of Bedrooms	HACC Project	Number In Family	Reasonable Accommodations Required

Monthly Rent Amount	Flat Rent Amount	Security Deposit Amount	Pet Deposit Amount	Late Fee Amount	Utility Allowance	Removing Smoke Alarm	Trash In Yard	Parking on Lawn
				\$30.00		\$50.00	\$33.00	\$33.00

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RESIDENT INITIAL _____

2. HOUSEHOLD MEMBERS

Resident hereby agrees that the household members who shall reside at the Dwelling and true and accurate information concerning these household members are as follows:

3. RESIDENT’S BENEFICIARY

Resident designates the following adult person as Resident’s beneficiary to be responsible for removal of Resident’s personal property in the event of the death or incapacity of a sole Resident and (there are no remaining household members residing in the Dwelling), or in the event that this Agreement is terminated by HACC and Resident is otherwise unavailable:

NAME	RELATIONSHIP	ADDRESS	PHONE NUMBER

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4. EQUIPMENT AND UTILITIES TO BE FURNISHED HACC agrees to furnish the following equipment with the Dwelling to Resident: (Put in Serial # of equipment)

REFRIGERATOR _____

RANGE _____

SMOKE DETECTOR _#_____

FIRE EXTINGUISHER _____

OTHER _____

Additionally, HACC agrees to furnish the following utilities with the Dwelling to Resident, but shall not be liable for the failure to provide service if beyond its control:

The Resident agrees to pay for the following utilities:

C. Resident may supply the following major equipment in the Dwelling and agrees to pay any reasonable charges by HACC which may be imposed for installation and/or usage, if approved by HACC and appropriate utility hook-ups are available:

AIR CONDITIONER

5. ATTACHMENTS TO THIS AGREEMENT

Resident certifies that he/she has received copies at the time of move-in of the following attachments to this Agreement and understands that these attachments are part of this Agreement:

- Attachment A. - Definitions of Lease Terms
- Attachment B. - Summary of Lease and Attachments
- Attachment C. - Rules and Regulations of HACC
- Attachment D. - Grievance Procedure of HACC
- Attachment E. - Pet Policy of HACC
- Attachment F. - Lead Based Paint Booklet
- Attachment G. - Is Fraud worth it?
- Attachment H. - Section 504 Rehabilitation Act of 1973
- Attachment I. - Moisture and Mold Addendum

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6. RESIDENT CERTIFICATION

I (We) hereby certify that I (We) have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to HACC before the execution of this Dwelling Lease Agreement, or before HACC approval for occupancy of the Dwelling by me (us). All information or documentation submitted by me(us) to HACC in connection with any federal housing assistance program, before and during the lease term, and any subsequent renewals, are true and complete to the best of my(our) knowledge and belief. I (We) further certify that I (We) have received this Dwelling Lease Agreement, and I (We) have read it (or it has been read and explained to me (us), including all attachments hereto, and I (We) fully understand and agree to it.

Head of Household
(Other Adult/Relationship)
(Other Adult/Relationship)
(Other Adult/Relationship)

IN WITNESS WHEREOF, the parties have executed this Dwelling Lease Agreement, which consists of foregoing pages, the following terms and conditions and any and all attachments, addenda or referenced materials, in duplicate,

On this day _____, 201_____, at Cocoa, Florida.
HOUSING AUTHORITY OF THE CITY OF COCOA

BY: _____

TITLE: _____

7. TERM OF LEASE AND RENEWALS

The term of this Agreement is for one (1) year, beginning on the date specified and ending on the date specified in Section 1 above. At least thirty (30) days before the ending date of this Agreement, HACC shall provide written notice to Resident either A) offering a one year lease agreement upon the same or revised terms, or B) stating that HACC shall not renew this Agreement, including a statement of good cause pursuant to the terms of this Agreement or applicable HUD regulations and/or Florida law, as may be amended. HACC may terminate this Agreement at any time with appropriate notice as provided in Paragraph 28 herein.

8. RENTAL PAYMENTS AND DUE DATE

A. The amount of rent is subject to change as determined by HACC in accordance with federal regulations during the term of this Agreement, and any subsequent renewals. Resident shall pay the monthly rent amount specified in Paragraph 1 herein, which represents either income based rent or flat

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rent (as defined herein), as determined by HACC. Resident may change rent calculation methods at the renewal date of this Agreement, unless the rent calculation change is as a result of certain financial hardships. If Resident has chosen the flat rent option, Resident may request a re-determination and change to the income based method at any time the family's income has decreased because of changed circumstances, loss or reduction of employment, death in the family, reduction of income or loss of other assistance, as determined by HACC; an increase in the family's expenses for such purposes as "child care, transportation, education, medical costs or similar items", as determined by HACC; or other circumstances of hardship as determined by HACC.

B. If the first month's rent is pro-rated because the Resident takes possession of the Dwelling on a day other than the first day, the amount of the pro-ration shall be determined according to the number of days remaining in the first monthly term when Resident takes possession of the Dwelling. Thereafter, and during any subsequent renewals of this Agreement's monthly rental payments shall be due and payable in advance on the first day of each month, and shall be deemed delinquent if not received by HACC before the end of the tenth (10th) calendar day of the month. If monthly rental payments are not received by HACC by the tenth (10th) day of the month or as provided otherwise herein, Resident shall be assessed a "non-timely" charge as specified in Paragraph 1 herein on the eleventh (11th) day of the month. This provision does not create a "grace period". Payments made as rent shall be applied by HACC to any outstanding balances which may include rent, utilities, maintenance, or any other balance owed by Resident. Rental payments shall be made by Resident at location as designated by HACC. If reasonable accommodations for rental payment are needed by Resident, such arrangements may be made by contacting HACC's property office.

C. HACC shall not accept cash or personal checks. Resident shall be entitled to receive a written receipt for all amounts paid to HACC at the time payment is made. HACC shall not accept partial payment of rent. HACC shall issue a receipt for all rent payments received. If Resident pays rent late three (3) times in any twelve (12) month period, such action shall constitute chronic rent delinquency, and shall require the resident to enter into a stipulation to be filed in court that will result in automatic termination if the resident is late again within the same twelve month period. A copy of the signed stipulation shall be provided immediately to the applicable resident council.

D. If Resident is paying minimum rent, Resident may request an exemption from the payment of the minimum rent at any time the family is awaiting eligibility for federal, state or local assistance, the family's income has decreased because of changed circumstances, loss or reduction of employment, the family would be evicted for nonpayment of rent (remember this one applies only when the minimum rent is first enacted or increased – not an ongoing reason for exemption), death in the family, reduction of income or loss of other assistance, or other circumstances of hardship as determined by HACC. If HACC determines that the hardship is temporary, or that the hardship does not actually exist, the Resident may be required to repay any amounts exempted pursuant to this section; under a reasonable payment agreement HACC shall not accept cash payments. Resident shall be entitled to receive a written receipt for all amounts paid to HACC at the time payment is made.

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9. USE AND OCCUPANCY OF DWELLING

Resident shall use and occupy the Dwelling solely as a private residence and only place of residence for Resident and members of Resident’s household listed in Paragraph 2 herein. Resident shall not permit and shall prohibit anyone other than a member of Resident’s household listed in Paragraph 2 herein, from using the Dwelling as an address or as a “mail drop” to receive mail and/or deliveries. The Dwelling shall not be used for any non-residential and/or illegal purpose by Resident, members of Resident’s household, guests (as defined herein) or other person under Resident’s control except as follows:

A. With the prior written consent of HACC, the Dwelling may be used for a legal, permissible profit-making activity as long as such activity is merely “incidental” to the primary residential use of the Dwelling and does not interfere with the quiet enjoyment of other residents of HACC of their accommodations, community facilities and other areas of HACC’s property.

B. Resident may reasonably provide accommodations to Resident’s guests (as defined herein), for a period not exceeding fourteen (14) consecutive days or a total of forty-five (45) days within a twelve month period, unless prior written permission of HACC or its authorized representative is obtained by Resident for a greater period of time. This limitation does not apply to any live-in-aide (as defined herein) for Resident or household member as listed in Paragraph 2 herein.

C. HACC must approve in writing any proposed addition for whatever reasons, including a foster child or live-in-aide (as defined herein) to the above listed household members in advance of such addition. Natural child births to any of the above listed household members shall not require advance approval by HACC. HACC shall consider whether the addition of a new occupant may necessitate a transfer of Resident and household members to another dwelling, and whether such dwelling is available at the time of the request. Additionally, HACC shall consider its obligation to make reasonable accommodations for handicapped persons. HACC reserves the right to refuse any addition to household members which does not meet criteria outlined in the “Admissions and Continued Occupancy Plan” (hereinafter referred to as the “ACOP”), in effect at that time, or which addition would result in a violation of occupancy standards as outlined in the ACOP. Resident agrees to await receipt of the written approval of HACC prior to allowing additional occupants to move into the Dwelling. Upon approval by HACC, the Resident must sign a new lease as established in the ACOP.

D. Resident agrees to initial and date any deletion or addition approved by HACC, as provided on the above listed household members.

E. Intentional failure by Resident to comply with the above listed terms of this Section of the Agreement, and/or if any other person not so listed or approved as provided above, who is not a guest (as defined herein), lives in the Dwelling, shall be considered a default of this Agreement and grounds for termination of this Agreement.

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F. If, during the term of this Agreement, and any subsequent renewals, Resident or members of Resident's household, by reason of physical or mental impairment is no longer able to comply with the material terms and conditions of this Agreement, cannot make arrangements for someone to aid Resident or members of Resident's household in complying with this Agreement, and HACC cannot make any reasonable accommodations that would enable Resident or members of Resident's household to comply with this Agreement; then, HACC shall make a good faith effort to assist Resident or members of Resident's household to find more suitable accommodations and terminate this Agreement. If there are no family members or beneficiary (as provided in Paragraph 3 herein) who can or will take responsibility for moving Resident or members of Resident's household, then HACC shall work with appropriate agencies to attempt to secure suitable accommodations and terminate this Agreement

10. SECURITY DEPOSIT

A. The Resident shall pay to HACC, upon the signing of this Agreement a security deposit in the amount specified in Paragraph 1 herein. HACC shall retain the security deposit during the term of this Agreement, and any subsequent renewals as provided by Chapter 83, Part II, Florida Statutes, as it may be amended. Resident understands that the security deposit or any part thereof may not be used by Resident to pay unpaid rent or other charges owed by Resident to HACC while the Resident remains in occupancy of the Dwelling. At the termination of this Agreement and/or after Resident has vacated the Dwelling, the Dwelling shall be inspected by HACC. HACC shall refund the security deposit of Resident, less any charges for the following:

- (i) All unpaid rents, maintenance or repair charges, excess utility charges, court costs and/or attorney's fees, or other charges which are due to HACC;
- (ii) The cost of non-routine cleaning or repair of the Dwelling or its appliances and other equipment, where such non-routine cleaning or repair is not due to normal wear and tear;
- (iii) The cost of replacing all keys to the Dwelling not returned to the HACC's Office and/or the cost of replacing or removing locks of the Dwelling due to Resident's failure to return all keys to the Dwelling;
- (iv) The reasonable charge for storage, removal and/or disposal of property abandoned by Resident as provided by the terms of this Agreement; or
- (v) Thirty (30) days rent if proper notice of termination is not given by Resident as provided by the terms of this Agreement.

B. The security deposit, if any, shall be refunded by U.S. Mail to the forwarding address provided by Resident at the time the Dwelling is vacated (or the last known address of Resident if no forwarding address is provided by Resident) within Thirty (30) days after Resident has vacated the Dwelling and such dwelling has been inspected by HACC. Resident agrees to HACC making the refund of the security deposit, if any, to the Resident first named at the beginning of this Agreement (or either named Resident if more than one), and HACC shall not be responsible for any division of security deposit funds between the persons listed above as members of the household members.

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C. If HACC determines that it will impose a claim for all or any part of the security deposit, notice must be provided to Resident within thirty (30) days by certified mail after Resident has vacated the Dwelling which indicates the intent to impose a claim, the amount of the claim, and the reason for imposing the claim, or HACC forfeits the right to impose a claim on the security deposit. Unless Resident objects to the imposition of the claim and/or the amount thereof within fifteen (15) days after receipt of HACC's notice of intention to impose a claim, HACC may then deduct the amount of the claim and remit the balance of the security deposit, if any, to the Resident within thirty (30) days of the notice of intention to impose a claim for damages. All of the foregoing procedures are in accordance with Chapter 83, Part II, Florida Statutes, as it may be amended.

D. If a sole Resident (no household members or remaining household members residing in the Dwelling) dies, the security deposit, if any, shall be returned to a personal representative, next of kin, or Resident's beneficiary (as provided in Paragraph 3 herein) who executes the proper receipt for the return of the security deposit, or has received a court order giving access, control or possession of Resident's security deposit. Any security deposit or any part thereof which cannot be returned as provided herein shall be considered abandoned pursuant to Chapter 717.113, Florida Statutes, as it may be amended.

11. UTILITIES AND EXCESS UTILITY CHARGES

A. As part of the monthly rental, except for dwellings where Resident is responsible for contracting directly with the utility companies, HACC shall furnish a utilities allowance to Resident as provided in the "Schedule of Rent and Other Charges" in effect at that time, posted in the HACC's Office. Resident shall pay for excess consumption, if any, in accordance with this Schedule. HACC shall use a reasonable rate to compute excess consumption charges for Resident. Charges for excess utilities shall become due and collectible fourteen (14) days after written notice to Resident of the excess utility charge. Notice to Resident of excess utility charges is a notice of proposed adverse action (as defined herein), and Resident has the right to request a grievance hearing concerning the charges in accordance with HACC's grievance procedure. Failure to pay such charge on the date due shall be considered a default of this Agreement and grounds for termination of this Agreement

B. Where Resident resides in a dwelling where Resident is responsible for contracting directly with the utility companies, HACC shall furnish a utilities allowance to Resident or the applicable utility company, as determined by HACC, as provided in the "Schedule of Rent and Other Charges" in effect at that time, posted in the HACC's Office. Resident agrees to make arrangements for provision of utility services with the utility companies with accounts in Resident's name, within seventy-two (72) hours of taking possession of the Dwelling. Such contract is solely between Resident and the utility companies and HACC assumes no responsibility for the providing of or failure to provide electrical and/or gas services. Resident must keep utility payments current to insure continuity of services for sanitary and health purposes and failure of Resident to do so shall be considered a default of this agreement and grounds for the termination of this Agreement. Resident shall be responsible for any and all damages resulting from Resident's failure to maintain continuity of services. Resident agrees to notify HACC immediately if utility service is terminated to the Dwelling.

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C. HACC shall not be liable to Resident for failure to supply any utility services for any cause whatever beyond its control.

D. Resident agrees not to intentionally waste any utilities provided by HACC, whether in the Dwelling or any other areas of HACC's property, and to comply with applicable law, regulation or guideline of any governmental authority and/or rules established by HACC for the regulation and conservation of utilities and fuels.

E. If Resident or members of Resident's household damage or destroy the utility metering device for the Resident's dwelling, or at any other area of HACC's property, the Resident shall be financially liable to HACC or the utility company providing such metering device for any repairs or replacement.

F. The removal of HACC's appliances and/or equipment from the Dwelling without the express written approval of HACC is a crime, and HACC shall pursue prosecution of those persons responsible by appropriate authorities. All of HACC's appliances and/or equipment shall be left in the Dwelling when Resident vacates the Dwelling. If the Dwelling is vacated by Resident without giving proper notice to HACC as required by the terms of the Agreement, and the appliances and/or equipment are stolen, damaged or vandalized, Resident shall be financially liable to HACC for the loss.

12. MAINTENANCE, REPAIRS AND SERVICES

Resident shall pay charges for maintenance, repairs and services beyond normal wear and tear as reflected in the current "Schedule of Resident Charges" in effect at that time, posted in the HACC's Office. Resident shall be responsible for all maintenance, repairs or services necessary as a result of damages to the Dwelling, buildings, facilities or other areas of HACC's property caused by Resident, members of Resident's household or guests (as defined herein). Such charges are due and collectible after fourteen (14) days written notice to Resident of the maintenance repair or service charge. Notice to Resident of charges for maintenance, repair or service is a notice of proposed adverse action (as defined herein).

Resident has the right to request a grievance hearing concerning the charge in accordance with HACC's grievance procedure. Failure to pay such charges on the date due shall be considered a default of this Agreement and grounds for termination of this Agreement. A fifty (\$50) dollar fee will be assessed each time the smoke detector is disabled, removed or missing from the dwelling unit and has not been reported to the Property Office.

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13. COMMUNITY SERVICE REQUIREMENT

A. All adult members of Resident’s household, who are not specifically exempted as provided herein, must either contribute eight (8) hours per month of community service within the community in which Resident’s Dwelling is located, or must participate in an economic self-sufficiency program for eight (8) hours per month. Community service may be contributed to HACC owned properties and/or projects or at other locations not owned by HACC and/or programs or projects not run by HACC, as determined by HACC. HACC will promote 8 hours of community service per month from families claiming equal or less than \$3,600.00 per year in income.

B. Members of Resident’s household who are employed at least 30 hours a week, sixty-two (62) years of age or older, blind or disabled, primary care givers for a blind or disabled member of Resident’s household, exempted from work requirements pursuant to State law (as may be amended) and in compliance with the law, or a participant in good standing in a qualified economic self-sufficiency program are specifically exempted from the community service requirement.

C. Resident acknowledges and understands that HACC has the right to not renew this Agreement and/or any renewals thereof if Resident and/or any member of Resident’s household not specifically exempted as provided herein fails to comply with the community service requirement. HACC shall conduct a determination at least thirty (30) days prior to the end of this Agreement or any renewal thereof, to determine whether the adult members of Resident’s household have fully complied with the total number of community hours required. HACC may enter into an agreement prior to the end of this Agreement or any subsequent renewals thereof, with the Resident to become current or have an adult member of Resident’s household not specifically exempted to become current in meeting the community service requirement in lieu of not renewing this Agreement and/or any renewals thereof.

D. Notice to Resident of failure to comply with the community service requirement is a notice of proposed adverse action (as defined herein), and Resident has the right to request a grievance hearing concerning such failure in accordance with HACC’s grievance procedure.

14. ATTORNEY FEES, COURT AND RELATED COSTS

A. Resident shall be charged a fee to cover all costs and/or reasonable attorney fees the court may award whenever HACC incurs such costs and/or reasonable attorney fees in connection with legal proceedings in which the Resident does not prevail in a court action to enforce the terms and provisions of this Agreement. Additionally, pursuant to the disposition of an action by HACC to terminate this Agreement, Resident and an authorized agent of HACC may mutually agree in writing to responsibility for court costs and attorney fees. A \$25.00 Administrative Eviction Processing Fee will be assessed at the beginning of the eviction proceedings in addition to any other fees.

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B. In the event of an action to terminate this Agreement, Resident gives HACC permission to remove from the Dwelling and then from the public way, and to store any personal property and/or to dispose of such personal property as prescribed by Chapter 83, Part II, Florida Statutes, as it may be amended. Resident agrees to be responsible for the actual costs of removing, storing and/or disposing of any personal property of Resident from the Dwelling, and any other costs associated with an action to terminate this Agreement.

15. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY

A. The status of each resident family's eligibility, for those families choosing income-based rent is to be reexamined and their rent re-determined at least once a year, but also at interim periods if requested by HACC in accordance with any information received by HACC which may reasonably affect the determination of rent or household composition for Resident. The status of each resident family's eligibility, for those families choosing flat rent is to be reexamined and their rent re-determined at least once every three (3) years, but also at interim periods HACC in accordance with any information received by HACC which may reasonably affect the determination of rent or household composition for Resident. All adult members of Resident's household except for non-working full-time students or live-in-aides (as defined herein), must accompany Resident to any and all re-determinations requested by HACC. Resident and all adult members of Resident's household, except live-in-aides (as defined herein) must sign all applicable determination documents required by HACC. If Resident and all adult members of Resident's household except for non-working fulltime students or live-in-aides (as defined herein) do not attend any scheduled or rescheduled redetermination meeting without a showing of good cause, as determined by HACC, or do not comply with the requirements of the redetermination process, as determined by HACC, it shall be considered a default of this Agreement and grounds for termination of this Agreement.

B. Resident agrees to furnish to HACC at any redetermination, upon request by HACC, complete, current, accurate and verifiable information as to household income and assets, number of persons residing in the household, employment, criminal record background information, certain medical information and household composition for HACC's use in determining whether Resident's rent should be changed, whether the size of the Dwelling is still appropriate for Resident's needs, and whether Resident and/or members of Resident's family are still eligible to reside at HACC. Resident agrees to furnish all information requested by HACC in writing within ten (10) days from the date of receipt of the request. If the tenth (10th) day falls on a Saturday, Sunday or a legal holiday, the tenth (10th) day shall be considered the end of the next successive business day. Resident agrees to provide any authorization and/or release, at HACC's request, required to verify information being supplied to HACC by Resident and/or members of Resident's household. The determinations referenced in this section shall be made in accordance with the "Schedule of Rents" in effect at that time, posted in the HACC's Office. Resident shall keep copies of all documentation provided to HACC for any and all re-determinations.

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C. All information and/or records made available to HACC by Resident or members of Resident's household or obtained by HACC about Resident or members of Resident's household shall be held

confidential by HACC only to the extent allowed by the Public Records laws of the State of Florida, as may be amended and/or any other applicable laws or orders of a court of competent jurisdiction.

D. If Resident fails or refuses to furnish the information requested by HACC, or if Resident or members of Resident's household have misrepresented and/or failed to report facts upon which rent was based, so that the rent being paid by Resident to HACC is less than the rent which should have been charged, an adjustment of rent, retroactive to the date the increase should have taken effect shall be due and payable to HACC immediately. Additionally, misrepresentation by Resident or members of Resident's household shall be considered a default under the terms of this Agreement and grounds for termination of this Agreement.

E. No change in rent shall be effective until adequate information to verify such change has been received by HACC. Resident shall be notified of any adjusted rent charged as a result of the annual redetermination, or interim redetermination requested by HACC by receipt of a Notice of Rent Adjustment from HACC. If Resident's rent increases, the notice shall be considered a notice of proposed adverse action (as defined herein). The notice shall state the specific reasons for HACC's determination, and that if Resident does not agree with the determination; Resident may request a grievance hearing concerning the determination in accordance with HACC's grievance procedure. Resident shall receive the Notice of Rent Adjustment at least thirty (30) days prior to any adjusted rent taking effect.

F. Increases in rent shall become effective the first business day of the second month following the month in which the change occurred, unless the increase is a result of false or incomplete information supplied by Resident or a member of Resident's household, whereby the increase becomes effective as stated in Section 15 (E) above. Decreases in rent shall become effective the first business day of the month following the month in which the change was reported, provided Resident reported the change in a timely manner (as defined herein). Resident agrees to execute an addendum to this Agreement showing the adjusted rent as a result of the determination by HACC.

G. Notwithstanding anything herein that might be interpreted to the contrary, HACC will not consider at any redetermination the increased earnings of member of Resident's household for a period of twelve (12) months from the date of hire or increase where the family member was unemployed for a year or more and is now employed, or whose employment income increases as a result of participation in any family self-sufficiency or job training program, or who was receiving TANF benefits in the last six (6) months and whose earned income increases. During the following twelve (12) month period the Resident's rent may be increased by HACC by fifty percent (50%) of the amount that would have been considered as part of the household income during the previous twelve (12) month period except as stated herein. If Resident qualifies, as determined by HACC, he/she may request HACC to place any rent increase that does not take effect as a result of this section in an escrow account for Resident's benefit, with restrictions for use as determined by HACC.

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H. Rent as fixed herein shall remain in effect for the period between the annual redetermination, or interim redetermination requested by HACC, unless during such period: (i) Rent is based on false or incomplete information supplied to HACC by Resident or members of Resident's household; (ii) It is found that an error was made by HACC at admission or redetermination (Resident shall not be charged retroactively for errors made by HACC); (iii) At redetermination it may be impossible to verify the income of Resident or members of Resident's household, or to project the income for a twelve (12) month period, or Resident may be reporting no income. In these cases, a temporary rent shall be charged and Resident must report to HACC every sixty (60) days until an accurate rent can be established. If the sixtieth (60th) day falls on a Saturday, Sunday or a legal holiday, the sixtieth (60th) day shall be considered the end of the next successive business day. Such rent shall be effective the date the temporary rent was set, and any overpayment shall be credited to Resident's account, and any underpayment shall become due and payable immediately; (iv) Resident's rent is affected by changes in Federal laws, regulations or guidelines; (v) Resident can effectively show a change in circumstances or an increase or decrease in income which would justify an increase or decrease in rent pursuant to the "Schedule of Rents" in effect at that time; (vi) Public Assistance being received by Resident or members of Resident's household commences or is terminated, as outlined herein. Such change must be reported to HACC within ten (10) days of its occurrence. If the tenth (10th) day falls on a Saturday, Sunday or a legal holiday, the tenth (10th) day shall be considered the end of the next successive business day; (vii) There is a change in Resident's household composition; or (viii) Utility Allowances are changed.

I. Notwithstanding anything herein that might be interpreted to the contrary, Resident's rent shall not be reduced if the decrease in the family's considered income is caused by a reduction in welfare or public assistance benefits received by the family that is as a result of the Resident or member of Resident's household's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family's considered income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in considered income shall not result in a rent decrease. In such cases the amount of income to be attributed to the family shall include what the family would have received if they had complied with the welfare requirements or had not committed fraud. For the purposes of rent adjustments, the reduction of welfare or public assistance benefits to the family that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements and Resident's rent will be reduced appropriately as a result of such decrease.

J. Resident must report to HACC in writing any and all changes in household income and composition within ten (10) days of such change, unless Resident can present documentable evidence, as determined in HACC's sole discretion that information in this regard is unavailable due to conditions beyond Resident's control. If the tenth (10th) day falls on a Saturday, Sunday or a legal holiday, the tenth (10th) day shall be considered the end of the next successive business day. Failure to report any and all changes in income or household composition shall be considered a default under the terms of this Agreement and grounds for termination of this Agreement.

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K. All documents used by HACC for any annual redetermination, or interim redetermination as requested by HACC, are hereby incorporated into this Agreement by reference.

16. RELOCATION AND TRANSFER

A. HACC, if deemed appropriate, may relocate or transfer Resident and members of Resident's household into another dwelling, whether in Resident's complex or elsewhere on HACC's property, if it is determined necessary for modernization or emergency conditions concerning Resident's household, to provide proper facilities for Resident or members of Resident's household care and wellbeing, to provide for handicapped or disabled persons, or to provide for residents who observe criminal activity or other activity which threatens the health, safety or peaceful enjoyment of HACC's property by other residents of HACC, HACC's employees, representatives, contractors, agents, and/or law enforcement officials, and consent to provide witness testimony for safety reasons, giving a reasonable amount of notice to Resident as the situation and applicable law permits. If Resident makes a written request for special dwelling features in support of an appropriately documented disability or handicap, HACC shall have the option to modify Resident's existing dwelling or to relocate or transfer Resident to another dwelling with the features requested, whether in Resident's complex or elsewhere on HACC's property. If Resident is without disabilities or handicaps and is residing in a dwelling with special features, Resident must relocate or transfer to a dwelling without such features in a reasonable time frame set by HACC, whether in Resident's complex or elsewhere on HACC's property, should another resident of HACC need the Dwelling. In situations involving emergency and/or witness safety relocations or transfers, HACC, at its sole option may consider allowing Resident to be relocated or transferred back to Resident's original dwelling or complex at the first reasonable opportunity, upon written request of Resident. If Resident and members of Resident's household refuse to be relocated or transferred due to any of the foregoing situations, such refusal shall be considered a default under the terms of this Agreement and grounds for termination of this Agreement.

B. If HACC relocates or transfers Resident and members of Resident's household to another dwelling, all financial obligations existing pursuant to this Agreement, including but not limited to repayment agreements shall continue and be made part of and incorporated into a new written Dwelling Lease Agreement between Resident and HACC for the new dwelling.

C. If HACC relocates or transfers Resident and members of Resident's household to another dwelling, then this Agreement shall automatically terminate and a new written Dwelling Lease Agreement shall be executed by Resident and HACC for the new dwelling. By relocating or transferring Resident and members of Resident's household to a new dwelling, however, HACC does not waive its right to terminate the new Dwelling Lease Agreement for the new dwelling or to evict Resident and members of Resident's household from the new dwelling based on conduct that occurred prior to or during the relocation or transfer.

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D. If HACC relocates or transfers Resident and members of Resident's household to another dwelling after HACC has instituted an eviction action against Resident, then HACC shall have the right to re-file the eviction action or amend the pleadings to request possession of the new dwelling, without waiver of the original breach or violation of this Agreement.

17. TREATMENT OF VICTIMS OF DOMESTIC VIOLENCE

An incident or incidents of actual or threatened domestic violence, dating violence or stalking will not be construed as a serious or repeated violation of this Agreement by Resident or a member of Resident's household if Resident or a member of Resident's household is the qualified victim or threatened victim of that violence, as determined by HACC and/or Federal law. Criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by Resident, members of Resident's household, guests (as defined herein) or other person under Resident's control, shall not be a cause for termination of this Agreement if Resident or a member of Resident's household is a victim of that domestic violence, dating violence, or stalking. HACC may, in its sole discretion, seek the removal of a member of Resident's household by any means available who engages in criminal acts of physical violence against Resident or any other member of Resident's household, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a member of Resident's household. Nothing in this Paragraph shall be construed to limit the right of HACC to terminate this Agreement for any violation of this Agreement not based on criminal activity directly relating to domestic violence, dating violence or stalking. Nothing in this Paragraph shall be construed to limit HACC's authority to terminate this Agreement if HACC can demonstrate an actual or imminent threat to other residents of HACC, HACC's employees, persons residing in the immediate vicinity of the Dwelling, representatives, contractors, agents, law enforcement officials and/or the public, if the Agreement is not terminated. Information provided to HACC concerning incidents of domestic violence, dating violence or stalking will be kept confidential by HACC, except as provided herein. Information will only be disclosed if the victim of the violence requests or consents to the disclosure in writing; the information is required for use in a grievance hearing or eviction proceeding related to whether the incident qualifies as a serious or repeated violation of the Lease or criminal activity directly related to domestic violence, dating violence or stalking; or the disclosure is required by the Public Records laws of the State of Florida, as may be amended and/or any other applicable laws or orders of a court of competent jurisdiction.

18. RESIDENT OBLIGATIONS

Resident acknowledges that violation of any of the provisions of this Paragraph is a serious violation of a material term of this Agreement and good cause for termination of this Agreement, and agrees to be obligated as follows:

A. To pay the applicable rent and any other charges due to HACC as required.

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B. To report all changes in family size, members of household, and/or increases or decreases in income in writing within ten (10) days of the change.

C. To use the Dwelling solely as a private residence and the only place of residence of Resident and members of Resident's household as listed above, and not to use or permit the use of the Dwelling for any other purpose, except as provided otherwise in Paragraph 9 of this Agreement.

D. Not to assign, sublet, or transfer possession of the Dwelling, or any part thereof, nor to give accommodations to boarders, lodgers, or other persons not listed as household members above, except that provided otherwise in Paragraph 9 of this Agreement.

E. To abide by rules, regulations, policies and/or procedures as may be set forth by HACC for the benefit, protection and wellbeing of HACC's residents, employees, representatives, contractors, agents, and property, and law enforcement officials in effect at the time this Agreement is entered into and hereafter promulgated by HACC, the Central Office of HACC, delivered to Resident and incorporated by attachment or by reference in this Agreement.

F. To comply with all obligations imposed upon Resident by applicable provisions of the local, State, and Federal codes materially affecting health and safety, in effect at the signing of this Agreement and as promulgated, changed or modified during the term of this Agreement, and any subsequent renewals.

G. To maintain the Dwelling, area around the Dwelling under Resident's control, appliances and equipment in a clean and sanitary condition and to cooperate with HACC in maintaining areas assigned to Resident in a neat and orderly manner, to pick up and remove trash, and to dispose of garbage, rubbish and other waste into designated containers on HACC's property and in a sanitary and safe manner.

H. To conduct himself/herself and to cause members of Resident's household, guests (as defined herein) or other person under Resident's control to conduct themselves in such a manner as: (i) not to disturb other residents' peaceful enjoyment of their accommodations, community facilities and other areas of HACC's property; (ii) to refrain from and not permit illegal or other activity which would interfere with the health, safety or peaceful enjoyment of HACC's property by other residents of HACC, HACC's employees, persons residing in the immediate vicinity of the Dwelling, representatives, contractors, agents, law enforcement officials and/or the public; (iii) to refrain from the illegal use, illegal possession and/or illegal storage of firearms and/or other offensive weapons, as defined by the laws and courts of the State of Florida, anywhere on HACC's property; (iv) to refrain from the storage of illegal drugs in the Dwelling or anywhere on HACC's property; and (v) to act in such a way as to be conducive to maintaining Resident's complex, community facilities and other areas of HACC's property, in a decent, safe, and sanitary condition.

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I. To assure that Resident, members of Resident’s household, guests (as defined herein) or other person under Resident’s control, shall not: (i) engage in any criminal activity, that threatens the health, safety or peaceful enjoyment of HACC’s property by other residents of HACC, HACC’s employees, persons residing in the immediate vicinity of the Dwelling, representatives, contractors, agents, law enforcement officials and/or the public; or (ii) engage in any type of activity, that threatens the health, safety or peaceful enjoyment of HACC’s property by other residents of HACC, HACC’s employees, persons residing in the immediate vicinity of the Dwelling, representatives, contractors, agents, law enforcement officials and/or the public; or (iii) engage drug-related criminal activity (as defined herein) whether felony or misdemeanor, on or off HACC’s property. Neither arrest, adjudication of guilt nor conviction is necessary to constitute a breach of this lease provision.

J. To act and cause Resident, members of Resident’s household, guests (as defined herein) or other person under Resident’s control, to act in a reasonably cooperative manner with other residents of HACC, HACC’s employees, persons residing in the immediate vicinity of the Dwelling, representatives, contractors, agents, and/or law enforcement officials, and to refrain from and cause members of Resident’s household and guests (as defined herein), to refrain from acting or speaking in an abusive or threatening manner toward other residents of HACC, HACC’s employees, persons residing in the immediate vicinity of the Dwelling, representatives, contractors, agents, law enforcement officials and/or the public.

K. To assure that Resident, members of Resident’s household, guests (as defined herein) or other person under Resident’s control, shall refrain from inviting or allowing on HACC’s property or to the Dwelling anyone who to Resident’s knowledge (i) has been banned from the Dwelling and/ or any other parts of HACC’s property; (ii) has been issued a trespass notice by HACC or its authorized representative (iii) has engaged in criminal activity or other activity that adversely affect the health safety or peaceful enjoyment of the community; or (iv) is currently engaging in criminal activity, which includes fleeing from law enforcement to avoid custody or arrest for engaging in such criminal activity.

L. To assure that Resident, members of Resident’s household, guests (as defined herein) or other person under Resident’s control, shall refrain from fleeing to avoid prosecution, or custody or confinement after conviction, under the laws of the place from which the individual has fled, for a crime or attempted crime, which is a felony under the laws of the place from which the individual flees, or which, in the case of the state of New Jersey, is a high misdemeanor under the laws of that state.

M. To assure that Resident, members of Resident’s household, guests (as defined herein) or other person under Resident’s control, shall refrain from violating a condition of probation or parole imposed under Federal or State law.

N. Resident shall notify HACC in a timely manner (as defined herein) whenever Resident, members of Resident’s household, guests (as defined herein) or other person under Resident’s control (i) engage in any criminal activity, that threatens the health, safety or peaceful enjoyment of HACC’s property by other residents of HACC, HACC’s employees, persons residing in the immediate vicinity of the Dwelling, representatives, contractors, agents, law enforcement officials and/or the public; or

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(ii) engage in any type of activity, that threatens the health, safety or peaceful enjoyment of HACC's property by other residents of HACC, HACC's employees, persons residing in the immediate vicinity of the Dwelling, representatives, contractors, agents, law enforcement officials and/or the public; or

(iii) drug-related criminal activity (as defined herein) or violent criminal activity or any felony conviction on or off HACC's property; or (iv) engage in a violation of a condition of probation or parole imposed under Federal or State law; or (v) any violation of Section 18 paragraph I.

O. To take reasonable precautions to prevent fires and to pay for damages caused by fire or smoke that are a direct result of negligence on the part of Resident, members of Resident's household, guests (as defined herein) or other person under Resident's control. Such fire and smoke damage charges shall be in the amount of the repair or replacement, actual costs, and other fees incurred, or the deductible amount on HACC's fire insurance, whichever is less.

P. To use only in a reasonable manner all electrical, plumbing, sanitary, ventilating, air-conditioning, and other facilities and appurtenances, including but not limited to elevators.

Q. To refrain from and cause members of Resident's household, and guests (as defined herein) or other persons under Resident's control to refrain from destroying, defacing, damaging, or removing any part of the Dwellings, buildings, facilities, or other areas of HACC's property, and to pay reasonable charges for repair of damages so caused.

R. Not to make any repairs or alterations or install any equipment in or around Resident's dwelling, including but not limited to air-conditioning units, antennas, and personal fences, without the prior written consent of HACC.

S. To notify HACC in advance and to make arrangements for the care of the Dwelling, if Resident and members of Resident's household plan to be away from the Dwelling for more than fifteen (15) days, except where documentable conditions, as determined in HACC's sole discretion, existed which prevented Resident from giving advance notice.

T. To notify HACC immediately of the need for repairs to Resident's dwelling and any unsafe, hazardous or unhealthy conditions in or around Resident's dwelling, Resident's complex, community facilities and other areas of HACC's property which might lead to injury or damage.

U. Not to keep pets or animals anywhere in Resident's dwelling or elsewhere in Resident's complex unless permitted by HACC's adopted "Pet Policy" in effect at the time, or applicable State law or Federal regulations.

V. Not to keep or maintain any vehicle on HACC's property that is not in operating condition or is without a valid registration, license plate, and/or HACC parking permit (if applicable). Additionally, Resident agrees to be subject to and abide by all local or State laws, as well as policies and/or procedures promulgated by HACC regarding vehicle registration, vehicle condition, and vehicle parking. If after appropriate written notification, a violation of local or State law, or policies and/or procedures

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promulgated by HACC is not remedied, arrangements shall be made for the vehicle to be towed at its owner's expense at the expiration of the notice. Further, not to wash cars or trucks or perform major repairs to vehicles on HACC's property. Major repairs to vehicles shall be determined in the sole discretion of HACC.

W. To abide by the parking policy established by HACC in effect at that time, and to cause members of Resident's household and guests (as defined herein) to also abide by the parking policy established by HACC in effect at that time.

X. To voluntarily vacate the Dwelling upon seven (7) days prior written notice for pest control when necessary.

Y. Not to replace or remove any locks installed by HACC in the Dwelling. Resident shall not install any locks or alarm systems in the Dwelling. Any non-approved locks or alarm systems installed by Resident in the Dwelling shall be removed by HACC at Resident's expense.

Z. To remove any personal property left on HACC's property when Resident leaves, abandons or surrenders the Dwelling.

AA. Not to commit, or allow members of Resident's household to commit any fraud in connection with any Federal housing assistance program, and not to receive or allow members of Resident's household to receive assistance for occupancy of any other dwelling assisted under any Federal housing assistance program during the term of this Agreement, or any subsequent renewals.

BB. To correct any violation of this Agreement within seven (7) days of receipt of written notice from HACC of the specific violation, except as provided to the contrary in this Agreement.

CC. To furnish complete, current, accurate and verifiable written information in a timely manner (as defined herein).

DD. To transfer to an appropriate size dwelling upon appropriate notice by HACC.

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19. HACC AGREES TO:

A. To give Resident written notice of any default or violation of this Agreement stating the specific act(s) which caused the default or violation.

B. To maintain the complex facilities, common areas, and grounds, not otherwise assigned to Resident for maintenance and upkeep, in a decent, safe, and sanitary condition.

C. To make necessary repairs to Resident's dwelling within a reasonable time.

D. To comply with requirements of applicable building codes, housing codes, HUD regulations and other Federal regulations materially affecting health and safety.

E. To maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilation and other facilities and appliances including elevators supplied or required to be supplied by HACC.

F. To provide and maintain appropriate receptacles and facilities (except containers for exclusive use of an individual resident) for the deposit of garbage, rubbish and other waste removed from the Dwelling by Resident, as required by this Agreement.

G. To provide a utilities allowance schedule in accordance with the Schedule of Rent and Other Charges in effect at that time, as posted in the HACC's Office. Additionally, to furnish reasonable amounts of hot and cold water and reasonable amounts of heat at appropriate times of the year according to local custom and usage, except where the building that includes the Dwelling is not required by law to be equipped for that purpose, or where heat and/or hot water are generated within Resident's exclusive maintenance and control.

H. To notify Resident of the specific reasons for any proposed adverse action (as defined herein), by HACC. When HACC is required to afford Resident the opportunity for a hearing in accordance with HACC's grievance procedure for a grievance concerning a proposed adverse action: (i) the notice of proposed adverse action shall inform Resident of the right to request a hearing, except in the case of a lease termination, a notice of lease termination shall constitute adequate notice of proposed adverse action; and (ii) in the case of a proposed adverse action other than a proposed lease termination, HACC shall not take the proposed action until the time for Resident to request a grievance hearing has expired, and if a hearing was timely requested by Resident the grievance process has been completed.

I. To make reasonable provisions for extermination of rodents, roaches, ants, wood destroying organisms, and bedbugs, in accordance with applicable Florida law. If vacation of premises is required for extermination, HACC will not be liable for damages, but HACC shall abate the rent.

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J. To provide Resident with pre-hearing or pre-trial access, in the presence of a HACC employee, to directly relevant documents in HACC's possession, regarding any termination or eviction initiated by HACC, upon request by Resident.

K. That HACC shall not be responsible to Resident for conditions created or caused by the negligent or wrongful acts or omissions by Resident, members of Resident's household, or guests (as defined herein). Additionally, HACC shall not be responsible for loss or damage to personal items of Resident, members of Resident's household, or guests (as defined herein), caused by criminal and/or other activity, and occurrences beyond the control of HACC for which Resident may obtain adequate Renter's Insurance for the protection of these items.

L. To post in, the HACC office, copies of all rules, regulations, schedules of charges and other documents which are part of this Agreement (by attachment or by reference), and to make these and any subsequent changes or modifications available to Resident.

20. DEFECTS HAZARDOUS TO LIFE, HEALTH AND SAFETY

A. When conditions are created which are hazardous to life, health, safety, and welfare of Resident, members of Resident's household or guests (as defined herein), Resident shall immediately notify HACC of the conditions.

B. HACC shall be responsible for the repair of the Dwelling within a reasonable amount of time, provided, that if the damages were caused by Resident, members of Resident's household or guests (as defined herein), the reasonable cost of repairs shall be due and collectible after fourteen (14) days written notice of the costs of the repairs shall be due and collectible after fourteen (14) days written notice of the costs of repair to Resident from HACC. Notice to Resident of the cost of repairs is a notice of proposed adverse action (as defined herein). Resident has the right to request a grievance hearing concerning the costs of repairs in accordance with HACC's grievance procedure. Failure to pay such charges on the date due shall be considered a default of this Agreement and grounds for termination of this Agreement.

C. If the repair of the defects or damages cannot be made within a reasonable amount of time, HACC shall offer standard alternative accommodations to Resident, if available. HACC shall not be responsible for any moving expenses to Resident, if the damages were caused by Resident, members of Resident's household or guests (as defined herein). If Resident refuses the standard alternative accommodations offered by HACC, such refusal shall be considered a default of this Agreement and grounds for termination of this Agreement.

D. In the event repairs are not made by HACC in accordance with Section 20 (B) above, or standard alternative accommodations are not provided in accordance with Section 20 (C) above, Resident's lease shall be terminated if Resident rejects the standard alternative accommodations or if the damages were caused by Resident, members of Resident's household or guests (as defined herein). Resident agrees to pay full rent agreed upon by HACC, during the period in which the defects or damages remain uncorrected.

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E. In the event Resident claims a rent adjustment under the provisions of this Section, Resident shall pay the entire amount of rent due for the period for which a rent adjustment is claimed to HACC, to be held in escrow pending a decision in accordance with HACC's grievance procedure.

21. INSPECTIONS AND OTHER ENTRY OF DWELLING DURING OCCUPANCY

A. HACC and Resident or Resident's representative shall inspect the Dwelling prior to commencement of occupancy by Resident. HACC reserves the right to photograph, videotape, or otherwise visually record the inspection, with reasonable access to such photographs, videotapes, or other visual records of the inspection being provided to Resident. HACC shall furnish Resident with a written statement of the condition of the Dwelling and equipment provided with the Dwelling. This statement shall be signed by an authorized representative of HACC and Resident, and a copy of the statement shall be retained in Resident's file.

B. HACC and Resident or Resident's representative during the term of this Agreement, and any subsequent renewals, shall conduct an annual inspection of the Dwelling. HACC reserves the right to photograph, videotape, or otherwise visually record the inspection, with reasonable access to such photographs, videotapes, or other visual records of the inspection being provided to Resident. HACC shall furnish Resident with a written statement of the condition of the Dwelling and equipment provided with the Dwelling. This statement shall be signed by an authorized representative of HACC and Resident, and a copy of the statement shall be retained in Resident's file.

C. When Resident vacates the Dwelling; HACC shall inspect the Dwelling and furnish Resident with a written statement of any charges to be made to Resident, if any. HACC reserves the right to photograph, videotape, or otherwise visually record the inspection, with reasonable access to such photographs, videotapes, or other visual records of the inspecting being provided to Resident. HACC shall furnish Resident with a written statement of the condition of the Dwelling and equipment provided with the Dwelling. This statement shall be signed by an authorized representative of HACC and Resident, and a copy of the statement shall be retained in Resident's file.

D. If Resident fails or refuses to sign any written statement of inspection, and fails to request a grievance hearing in accordance with HACC's grievance procedure, such written statements shall be deemed to be accurate.

E. HACC or its duly authorized employees, agents, or contractors shall be permitted to enter the Dwelling during reasonable hours (8:00 a.m. to 8:00 p.m.) for making routine inspections or maintenance, making improvements or repairs, pest control, or if Resident or members of Resident's household are absent from the Dwelling for fifteen (15) days, unless prior notice thereof has been given to HACC as provided by the terms of this Agreement.

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F. HACC or its duly authorized employees, agents, or contractors shall give reasonable prior written notice to Resident of at least forty-eight (48) hours, stating the day and time of the planned inspection or other entry, except in cases as listed below.

G. HACC or its duly authorized employees, agents, or contractors shall not give notice to enter the Dwelling if entry is requested by Resident for any reason whatsoever, or if there is reasonable cause to believe an emergency (as defined herein), exists. If Resident and all adult members of Resident's household are out of the Dwelling at the time of entry, HACC or its duly authorized employees, agents, or contractors shall leave a written statement giving the date, time, and purpose of such entry.

22. ABANDONMENT AND ABANDONED PROPERTY

A. HACC may take possession of the Dwelling and terminate this Agreement after Resident has moved out. In the absence of actual knowledge of abandonment, it shall be presumed that Resident has abandoned the Dwelling if Resident is absent from the Dwelling for a period of fifteen (15) days, the rent is not current, and Resident has not notified HACC in writing in advance of an intended absence, or otherwise as provided in this Agreement.

B. By signing this Agreement Resident agrees that upon surrender or abandonment, as defined by Chapter 83, Part II, Florida Statutes, as may be amended, HACC shall not be liable or responsible for storage or disposition of Resident's personal property, whether such personal property is located in the Dwelling or elsewhere on HACC's property. The reasonable cost of any storage, removal and/or disposal shall be charged to Resident or assessed against Resident's security deposit, unless in HACC's sole discretion, it is determined that documentable conditions existed which prevented Resident from occupying the Dwelling.

23. ABSENCE OF RESIDENT AND RIGHTS OF REMAINING HOUSEHOLD MEMBERS

If, during the term of this Agreement, and any subsequent renewals, regardless of cause, Resident ceases to reside at the Dwelling, HACC shall terminate this Agreement. If there are no remaining responsible adult household members listed in Paragraph 2 the remaining household members may only continue to occupy the Dwelling if a qualified and responsible adult, as determined by HACC, enters into a new Dwelling Lease Agreement with HACC in a timely manner (as defined herein) and only if the remaining household members are all eligible to continue occupancy in the Dwelling and are not in violation of this Agreement, and/or are not ineligible pursuant to the policies of HACC; this will only be allowed if the remaining minors have no other home to relocate to or if the remaining parent/guardian does not have a dwelling that is large enough are in a safe condition for the remaining family to move to. If there are no remaining household members listed in Paragraph 2 that are qualified and eligible to continue occupancy of the Dwelling, as determined by HACC, HACC shall seek to take possession of the Dwelling by an eviction action. It shall be the responsibility of the remaining household members listed in Paragraph 2 to report to HACC in a timely manner (as defined herein) that Resident no longer resides in the Dwelling.

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24. RESIDENT’S DEATH, DISABILITY OR INCAPACITY

If, during the term of this Agreement, and any subsequent renewals, Resident dies or becomes disabled or incapacitated to the point that it necessitates that Resident can no longer reside in the Dwelling, and there are no adult remaining household members listed in Paragraph 2 residing in the Dwelling who are qualified and eligible to continue occupancy in the Dwelling, as determined by HACC and/or as required in Paragraph 23 herein, HACC shall terminate this Agreement and seek to take possession of the Dwelling by an eviction action. It shall be the responsibility of the remaining household members listed in Paragraph 2 to report to HACC in a timely manner (as defined herein) that Resident no longer resides in the Dwelling. If there are no remaining responsible adult household members listed in Paragraph 2 the remaining household members may only continue to occupy the Dwelling if a qualified and responsible adult, as determined by HACC, enters into a new Dwelling Lease Agreement with HACC in a timely manner (as defined herein) and only if the remaining household members are all eligible to continue occupancy in the Dwelling and are not in violation of this Agreement, and/or are not ineligible pursuant to the policies of HACC; this will only be allowed if the remaining minors have no other home to relocate to or if the remaining parent/guardian does not have a dwelling that is large enough are in a safe condition for the remaining family to move to. If there are no remaining household members listed in Paragraph 2 that are qualified and eligible to continue occupancy of the Dwelling, as determined by HACC, HACC shall seek to take possession of the Dwelling by an eviction action. It shall be the responsibility of the remaining household members listed in Paragraph 2 to report to HACC in a timely manner (as defined herein) that Resident no longer resides in the Dwelling and are not in violation of this Agreement, and/or are not ineligible pursuant to the policies of HACC; this will only be allowed if the remaining minors have no other home to relocate to or if the remaining parent/guardian does not have a dwelling that is large enough are in a safe condition for the remaining family to move to. If there are no remaining household members listed in Paragraph 2 that are qualified and eligible to continue occupancy of the Dwelling, as determined by HACC, HACC shall seek to take possession of the Dwelling by an eviction action. It shall be the responsibility of the remaining household members listed in Paragraph 2 to report to HACC in a timely manner (as defined herein) that Resident no longer resides in the Dwelling.

25. SOLICITATION, TRESPASSING AND EXCLUSION OF NON-RESIDENTS

HACC is committed to providing a safe and decent environment throughout HACC’s property. Resident agrees to HACC’s reservation of the following rights to aid in providing a safe and decent environment throughout HACC’s property:

A. HACC reserves the right, to be exercised by its employees and authorized agents, to prohibit solicitation and/or trespassing on HACC’s property by non-residents of HACC, unless the express written

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permission of HACC is obtained in advance and in accordance with any applicable policies and/or procedures of HACC. HACC shall exercise this right to the extent allowable by all applicable laws and/or regulations, and as follows in HACC's Trespassing Policy;

Housing Authority of the City of Cocoa Trespassing Policy:

1. The City's police officers are hereby authorized to issue trespass warnings to individuals who are non-residents of HACC and who are present on HACC's property or the unenclosed cartilage to HACC's property (as defined in Florida Statute 810.09(1) (b), which means "any outbuildings", that is directly and intimately adjacent to and connected with the dwelling and necessary, convenient, and habitually used in connection with that dwelling." If:

a. such individual is unable to establish, after inquiry, that such individual is on the property pursuant to the permission of an employee, agent, or resident of HACC; or b. if the police officer determines that such individual is acting in violation of HACC rules and regulations; or c. if the police officer determines that such individual is engaging in criminal activity or poses a reasonable threat to engage in criminal activity based on police knowledge of such individual's criminal history.

2. Housing Authority of the City of Cocoa Administrative staff will provide local law enforcement officials with an updated Resident List on the first of each month. Officers will be expected to review the list and be reasonably familiar with the names of the residents of HACC. Officers will check the Residency List when a question of residency exists for the purpose of issuing a Trespass Warning.

3. The HACC will issue towing notices to be affixed to the vehicles on HACC's property which are either unlicensed or inoperable. Upon affixing such towing notice, a designated towing company shall notify HACC at (321) 636-8535 of the presence of the vehicle and the issuance of the towing notice such that HACC can issue the companion notice of lease violation to the responsible tenant.

B. HACC reserves the right, to be exercised by its employees and authorized agents, to exclude non-residents, including but not limited to guests (as defined herein) or other person under Resident's control who (i) conduct themselves in a manner to disturb the residents' peaceful enjoyment of their accommodations, community facilities or other areas of HACC's property; (ii) engage in illegal or other activity which would interfere with the health, safety or peaceful enjoyment of HACC's property by other residents of HACC, HACC's employees, representatives, contractors, agents, and/or law enforcement officials; (iii) engage in any criminal activity, that threatens the health, safety or peaceful enjoyment of HACC's property by other residents of HACC, HACC's employees, representatives, contractors, agents, and/or law enforcement officials; (iv) engage in any type of activity, that threatens the health, safety or peaceful enjoyment of HACC's property by other residents of HACC, HACC's employees, representatives, contractors, agents, and/or law enforcement officials; (v) engage in drug-related criminal activity (as defined herein) on or off HACC's property; (vi) engage in destroying, defacing, damaging or removing HACC's equipment, vehicles and/or any part of the Dwellings, buildings, facilities, or other

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areas of HACC's property; (vii) engage in the illegal use or illegal possession of firearms and/or other offensive weapons, as defined by the laws and courts of the State of Florida, anywhere on HACC's property; (viii) intentionally violate necessary rules, regulations, policies and/or procedures set forth by HACC for the benefit and wellbeing of HACC's residents, employees, representatives, contractors, agents, and property, and law enforcement officials in effect at the time this Agreement is entered into and hereafter promulgated by HACC, of which such non-residents have been made aware of or should be aware of; and/or (ix) violate any local, State and/or Federal laws. HACC shall exercise this right to the extent allowable by all applicable laws and/or regulations.

26. NOTICE PROCEDURES

A. Except as may be provided to the contrary herein, notice to Resident shall be in writing and either delivered to Resident or an adult member of Resident's household, or sent by prepaid first class mail, registered mail, or certified mail properly addressed to Resident. Pursuant to Chapter 83, Part II, Florida Statutes, as may be amended, Resident

B. Except as may be provided to the contrary herein, notice to HACC shall be in writing and either delivered or mailed prepaid first class to the HACC's Office (as defined herein).

C. Return receipt for delivery of registered or certified mail shall be sufficient evidence that notice was given, whether signed or unsigned.

D. Resident agrees that in the absence of a forwarding address being submitted to HACC in writing, Resident's address indicated above shall serve as Resident's last known address for purposes of the laws of the State of Florida and/or Federal law.

E. All notices to residents of HACC who are visually impaired shall be made in an accessible format.

F. Notices mailed prepaid first class shall be deemed delivered on the second business day after posting the mail with the U.S. Postal Service, unless otherwise provided by any applicable laws of the State of Florida and/or Federal law.

27. POSTED NOTICES

All policies, procedures, rules, regulations and/or schedules for special charges for services, rents, repairs or utilities, which are required to be posted, shall be publicly posted in a conspicuous manner, in the HACC's Central Office, and shall be furnished to applicants and resident of HACC upon request. Such policies, procedures, rules, regulations and/or schedules may be modified by HACC by giving thirty (30) days written notice to each affected Resident, setting forth the proposed modification, the reasons therefore and providing Resident the opportunity to present written comments to HACC prior to the effective date of the proposed modifications. Such notices shall be posted pursuant to applicable laws and/or Federal regulations in effect at that time.

Housing Authority of the City of Cocoa Residential Lease

RESIDENT INITIAL _____

28. TERMINATION OF AGREEMENT

A. This Agreement may be terminated by Resident at any time by giving thirty (30) days written notice to HACC as provided in Section 26 (B) above. If Resident fails to give HACC thirty (30) days written notice, HACC shall charge Resident for or assess against Resident's security deposit thirty (30) days of rent from the date HACC discovers the Dwelling has been vacated, unless in HACC's sole discretion, it is determined that conditions existed which prevented Resident from providing this notice.

B. HACC shall give written notice of lease termination to Resident as follows: (i) Fourteen (14) days if said termination is caused by Resident's failure to pay rent; (ii) Seven (7) days when the health or safety of other residents of HACC, HACC's employees, persons residing in the immediate vicinity of the Dwelling, representatives, contractors, agents, law enforcement officials and/or the public is threatened, or when drug-related criminal activity (as defined herein) or violent criminal activity or any felony conviction is involved; and (iii) Thirty (30) days in any other case, except that if a State or local law allows a shorter notice period, such shorter period shall apply.

C. Notice of termination by either party may be given on any day of the month.

D. The notice of lease termination to Resident shall state the specific grounds for the termination or eviction action, the right of Resident to make a reply, and that in the presence of a HACC employee, HACC shall provide a reasonable opportunity for Resident, upon Resident's request and before a grievance hearing or court trial concerning a termination of tenancy or eviction action, to examine HACC documents in HACC's possession directly relevant to the termination of tenancy or eviction action. Resident shall be allowed to photocopy any such documents at Resident's expense.

E. When HACC is required to afford Resident the opportunity for a grievance hearing, the notice shall additionally inform Resident of Resident's right to request a hearing in accordance with HACC's grievance procedure. The tenancy shall not terminate until the time for Resident to request a grievance hearing has expired, and if a hearing was timely requested by Resident, the grievance process has been completed.

F. When HACC is not required to afford Resident the opportunity for a grievance hearing, the notice shall additionally state that:

- (i) Resident is not entitled to a grievance hearing on the termination or eviction action;
- (ii) The judicial eviction process required by Chapter 83, Part II, Florida Statutes, as may be amended, provides an opportunity for a hearing in court that contains the basic elements of due process as defined by HUD regulations; and

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(iii) Whether the eviction action is for any criminal activity which threatens the health, safety or peaceful enjoyment of HACC's property by other residents, HACC's employees, persons residing in the immediate vicinity of the Dwelling, representatives, contractors, agents, law enforcement officials and/or the public; for any type of activity which threatens the health, safety or peaceful enjoyment of HACC's property by other residents, HACC's employees, persons residing in the immediate vicinity of the Dwelling, representatives, contractors, agents, law enforcement officials and/or the public; or for drug-related criminal activity (as defined herein) or violent criminal activity or any felony conviction on or off HACC's property, by Resident, members of Resident's household or guests (as defined herein).

G. HACC considers any criminal activity which threatens the health, safety or peaceful enjoyment of HACC's property by other residents, HACC's employees, persons residing in the immediate vicinity of the Dwelling, representatives, contractors, agents, law enforcement officials and/or the public; any type of activity which threatens the health, safety or peaceful enjoyment of HACC's property by other residents, HACC's employees, persons residing in the immediate vicinity of the Dwelling, representatives, contractors, agents, law enforcement officials and/or the public; or drug related criminal activity (as defined herein) or violent criminal activity or any felony conviction on or off HACC's property, by Resident, members of Resident's household or guests (as defined herein), as a serious violation of the material terms of this Agreement. HACC has adopted a "One Strike" or "Zero Tolerance" policy with respect to these types of serious violations of this Agreement as required by Federal law and/or regulation. Eviction proceedings which result from these types of serious violations of this Agreement are civil in nature, not criminal, and arrest and/or conviction, for persons accused of these types of serious violations of this Agreement are not necessary as conditions to seek eviction. Any applicable State laws to the contrary, whether current or promulgated in the future, are preempted by applicable Federal law and/or regulation. Resident agrees that any drug-related criminal activity (as defined herein) or violent criminal activity or any criminal conviction on or off HACC's property, by Resident, members of Resident's household or guests (as defined herein), interferes with the health, safety and peaceful enjoyment of HACC's property, is not conducive to maintaining HACC in a decent, safe, sanitary and crime-free environment and creates a threat to the health and safety of other residents, HACC's employees, persons residing in the immediate vicinity of the Dwelling, representatives, contractors, agents, law enforcement officials and/or the public.

H. In deciding to evict for the above referenced proscribed activity, HACC shall have the discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of household members, and the effects that the eviction would have both on household members not involved in the proscribed activity and on other residents of HACC. In appropriate cases, HACC may permit continued occupancy by remaining household members and may impose a condition that household members who engaged in the proscribed activity will not reside in nor visit the Dwelling. HACC may require a household member who has engaged in the illegal use of drugs to present credible evidence, as determined by HACC, of successful completion of a treatment program as a condition to being allowed to reside in the Dwelling.

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RESIDENT INITIAL _____

I. A notice of lease termination to Resident shall run concurrent with and serve as a Notice to Vacate or Quit as required by Chapter 83, Part II, and Florida Statutes, as may be amended. The notice shall be in writing, and specify that if Resident fails to vacate or quit the Dwelling within the period specified, appropriate action shall be brought against Resident, and Resident may be required to pay the costs of court and attorney fees.

J. Upon the death of a Resident, or if more than one resident the deaths of the all the members of Resident's household, either HACC or the court appointed personal representative of Resident's estate may terminate this Agreement upon at least thirty (30) days written notice to the non-terminating party, to be effective on the last day of a calendar month. If the appropriate notice is not given as outlined herein, the Resident's estate shall be liable for the rent to the end of the notice period or until the date the Dwelling is re-rented, whichever date occurs first. The termination of this Agreement pursuant to this section shall not relieve Resident's estate from liability for either payment of rent or other amounts owed prior to or during the notice period, or for the payment of amounts necessary to restore the Dwelling to the condition that it was in at the beginning of this Agreement, normal wear and tear excepted.

K. If during the term of this Agreement or any renewals thereof HACC obtains information or records that indicate that Resident or a member of Resident's household is subject to a lifetime registration requirement under a State sex offender registration program, HACC shall consider such requirement to be a serious violation of the material terms of this Agreement, and grounds for termination of this Agreement. Resident has the right to request a grievance hearing concerning the accuracy of the registration requirement in accordance with HACC's grievance procedure.

L. If during the term of this Agreement or any renewals thereof HACC obtains information or records that indicate that Resident or a member of Resident's household is illegally using a controlled substance, or whose illegal use (or pattern of illegal use) of a controlled substance, or whose abuse of alcohol is determined by HACC to interfere with the health, safety or peaceful enjoyment of HACC's property by other residents, HACC's employees, persons residing in the immediate vicinity of the Dwelling, representatives, contractors, agents, law enforcement officials and/or the public, HACC shall consider such requirement to be a serious violation of the material terms of this Agreement, and grounds for termination of this Agreement. In determining whether to terminate this Agreement, HACC may consider whether Resident or the household member has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer involved in the illegal use of a controlled substance or abuse of alcohol (as applicable), or has otherwise been successfully rehabilitated and is no longer involved in the illegal use of a controlled substance or abuse of alcohol (as applicable), or is participating in a supervised drug or alcohol rehabilitation program (as applicable) and is no longer involved in the illegal use of a controlled substance or abuse of alcohol (as applicable).

M. HACC may evict Resident from the Dwelling only by bringing a court action in accordance with Chapter 83, Part II, and Florida Statutes, as may be amended.

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RESIDENT INITIAL _____

N. HACC may refuse to renew or terminate this Agreement in accordance with the terms of this Agreement and Chapter 83, Part II, Florida Statutes, as maybe amended, only where serious or repeated violation of material terms of this Agreement may occur, or for other good cause. In the event the violation is curable by Resident, written notice by HACC shall be given to Resident to cure the violation within seven (7) days of the date of the notice. Any subsequent violation of a similar nature may result in termination of this Agreement.

O. Upon termination of this Agreement, Resident agrees that the Dwelling shall not be considered "vacated" for rental charge purposes only, until such time as the Dwelling has been cleaned and the keys are returned by Resident.

P. For the purposes of any bankruptcy proceeding regarding this Agreement only, Resident agrees that this Agreement shall be considered terminated upon the expiration of any termination notice as referenced herein received by Resident, without the requirement, if applicable, for Resident to have been dispossessed of the physical occupancy of the premises, regardless of whether that possession is lawful or unlawful.

Q. Resident agrees that if evicted, or if Resident vacates the Dwelling, HACC shall be entitled to rent the Dwelling for the remaining term, or subsequent renewal of this Agreement. Resident also agrees that upon eviction or abandonment, HACC at its option, May re-rent the Dwelling for Resident's account, and to hold Resident liable for any rent deficiency caused by Resident's eviction or abandonment.

29. GRIEVANCE/APPEAL PROCEDURE

All grievances, disputes and appeals arising under this Agreement, including but not limited to the obligations of Resident or HACC, as approved or established by HUD, shall be resolved in accordance with HACC's grievance procedure, as approved or established by HUD, in effect at that time, posted in the HACC's Central Office. Such grievance procedure is incorporated herein, either by attachment or reference. HACC reserves the right to exclude the grievance procedure under circumstances outlined in this Agreement and applicable provisions of Federal laws and regulations.

30. WAIVER

HACC's failure to insist in any one or more instances upon the strict observance of the terms and conditions of this Agreement shall not be construed to be a waiver of HACC's right thereafter to enforce the terms and conditions of this Agreement. HACC shall not waive its rights to enforce the terms and conditions of this Agreement unless it does so in writing, signed by a duly authorized agent of HACC.

31. APPROVALS, CONSENTS AND DISCRETION OF HACC

If the approval, consent or discretion of HACC is required by any term of this Agreement, such approval, consent or discretion shall not be unreasonably withheld or exercised by HACC.

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32. DISCRIMINATION PROHIBITED

HACC shall not illegally discriminate based upon race, color, religion, creed, national origin, sex, age, handicap, membership in a class, such as unmarried mothers or recipients of public assistance, or because there are children in the family.

33. PENALTIES FOR SUBMITTING FALSE INFORMATION

If Resident deliberately submits false information regarding income, family composition or other data on which Resident’s eligibility or rent is determined; Resident may, with HUD approval, become subject to penalties available under Federal law. Additionally, Resident may be subject to civil action by HACC for fraud and any damages which may be awarded by a Court in relation thereto.

34. MISCELLANEOUS

A. This Agreement and its attachments, together with any future supplements, amendments, exhibits and/or addendums, make up the entire agreement between HACC and Resident regarding the Dwelling and other areas of HACC’s property.

B. If any court of competent jurisdiction declares a particular provision of this Agreement to be invalid or illegal, all other terms of this Agreement shall remain in full force and effect and both HACC and Resident shall continue to be bound by them.

C. Except as provided herein to the contrary, this Agreement may only be changed or modified in writing, signed and dated by all parties hereto. However, any changes promulgated by City, State or Federal government or agency, whether law, regulation or guideline, which affect the terms and conditions of this Agreement shall be included by reference and become effective after written notification to residents.

D. It is hereby understood and agreed between Resident and HACC that HACC reserves all rights and remedies to terminate this Agreement and/or to make any claim for rent due or other charges, or other lease violations arising under any prior lease with Resident for this dwelling and/or other dwelling leased by HACC, and that such claims may be endorsed as if arising under this Agreement.

E. The rights and remedies created in this Agreement, or created by law are cumulative. The use of one remedy shall not exclude or waive the right to pursue another.

F. This Agreement shall be jointly and severally binding upon the parties hereto, their respective heirs, executors, administrators, successors or assigns.

Housing Authority of the City of Cocoa Residential Lease

RESIDENT INITIAL _____

**SUMMARY OF THE DWELLING LEASE AGREEMENT AND ATTACHMENTS FOR
HOUSING AUTHORITY OF THE CITY OF COCOA**

This summary is provided to give you as a resident of HACC a short explanation of the provisions contained in your Dwelling Lease Agreement, and a brief description of the attachments to the Dwelling Lease Agreement. It is not intended to replace any of the provisions in your Dwelling Lease Agreement, and shall not be interpreted as doing so. It is provided to help you understand your Dwelling Lease Agreement and the attachments. You should still read your Dwelling Lease Agreement and the attachments carefully and completely.

TABLE OF CONTENTS - This section tells you what pages to see to find each section of your lease.

1. DESCRIPTION OF PARTIES, PREMISES AND PERTINENT INFORMATION - This section collects certain information about your lease of the apartment, mainly for use by HACC, but also for your information.

2. HOUSEHOLD MEMBERS - This section of your lease collects information about your other adult and/or minor household members living in the apartment, and any changes in your household during the time you live at HACC.

3. RESIDENT'S BENEFICIARY - This section of your lease informs HACC of an adult person, who, if no one else lives with you and you die, become so sick you are unable to remain in the apartment or you have to leave the apartment permanently for some other reason, will be responsible for removing the contents of your apartment.

4. EQUIPMENT TO BE FURNISHED - This section tells you what appliances and utilities are supplied by HACC to you in your apartment and what equipment you have supplied and been permitted by HACC to place and use in your apartment.

5. ATTACHMENTS TO THIS AGREEMENT - This section tells you what other documents should be attached to your lease at the time you rent your apartment and you should keep the lease and these attachments in a safe place.

6. RESIDENT AND ADULT HOUSEHOLD MEMBERS CERTIFICATION - This section tells HACC that neither you or any of your adult household members have committed fraud to obtain your apartment, that you and the adult members of your household have given HACC complete and accurate information and that you and the adult members of your household have received, read or had explained to you your lease and the attachments, and that you and the adult members of your household understand and agree to the lease and the attachments.

7. TERM OF LEASE AND RENEWALS - This section tells you that you have a lease for one (1) year with HACC, that will renew every year unless it is terminated by you or HACC or you or your household members become ineligible to lease your apartment.

8. RENTAL PAYMENTS AND DUE DATE - This section tells you the amount of your rent, when it is due, and how and where it can be made.

9. USE AND OCCUPANCY OF DWELLING - This section tells you what you can and cannot do in your apartment, when and for how long you may have guests in your apartment, what additions to your household can be made and how, information on handicapped household members and what HACC will do if a physical or mental condition you or household members may have that cause you not to be able to comply with this lease.

10. SECURITY DEPOSIT - This section tells you the amount of the security deposit you shall pay to HACC, how and when it may be returned to you or others on your behalf, and what type of charges HACC may subtract from it and how and when that might happen.

11. UTILITIES AND EXCESS UTILITY CHARGES - This section tells you how and by whom your utilities are paid, that you and your household members agree not to waste utilities, and that you and your household members will not damage, destroy or remove and will not allow damage to, destruction to or removal of HACC's appliances or equipment.

12. MAINTENANCE, REPAIRS AND SERVICES - This section tells you how you will be charged for maintenance, repairs and services, when the charges are due, what to do if you disagree with the charges, and what happens if you fail to pay the charges.

13. COMMUNITY SERVICE REQUIREMENT - This section tells you that if you and/or any of your household members are not working, under certain circumstances most likely you and/or they may have to perform a certain number of hours per month in community service authorized by HACC to continue to lease your apartment.

14. ATTORNEYS FEES, COURT COSTS AND RELATED COSTS - This section tells you that you may be responsible for paying court costs, reasonable attorney's fees, and the costs of removing, disposing of or storing your household goods if HACC is successful in evicting you in court. It also tells you that, under some circumstances you and HACC may agree in writing on who will pay rent owed; court costs and attorneys' fees if HACC agrees not complete its efforts to evict you from HACC, and allows you to continue to lease your apartment at HACC.

15. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY - This section tells you that at least every year, and sometimes more than that you will be required to give HACC updated information concerning your and household members' income and who lives in your apartment so an accurate rent may be determined for your apartment by HACC. This information is to be provided within ten (10) days of when HACC asks it. It also tells you what happens if you fail to provide the requested information or if the information is false, when changes in rent will be effective, what to do if you disagree with the rent change and how long the rent amount will be in effect.

16. RELOCATION AND TRANSFER- This section tells you how and when after being notified by HACC you must transfer to another size apartment if the number of household members changes, other reasons which will allow HACC to move you to another apartment and whether you may be allowed to move back to your original apartment, what happens to any financial obligations you have to HACC prior to being moved, and what happens if there is an attempt to evict you in progress before you move to another apartment.

17. TREATMENT OF VICTIMS OF DOMESTIC VIOLENCE- This section tells you that under certain circumstances, HACC will not seek to evict you if you or a member of your household is a victim of domestic violence, as determined by HACC.

18. RESIDENT OBLIGATIONS - This section tells you all of the things you, your household members, guests and/or persons under your control must do or not do for you and members of your household to continue to live in your apartment at HACC. You should read all of this section carefully and completely, because if you and/or your household members, guests or persons under your control violate any of these provisions, you can and most likely will be evicted from your apartment at HACC.

19. HACC OBLIGATIONS - This section tells you all of the things HACC must do while you live at HACC. You should read all of this section carefully and completely, but pay close attention to the part that says that HACC must provide you with notice of an opportunity for a grievance hearing under most circumstances, if you request a hearing, where you may not agree with HACC's proposed action.

20. DEFECTS HAZARDOUS TO LIFE, HEALTH AND SAFETY - This section tells you that you agree to report to HACC any dangerous condition you, your household members or guests may be aware of in your apartment or at HACC, that HACC will repair all such conditions, but if such conditions were caused by you, your household members or guests, you will be charged for the repair, that you can request a grievance hearing if you disagree that you caused the condition or with the charge for repair, that if your apartment is badly damaged that HACC will either move you, or if there is no place to move you and the repair cannot be made in a reasonable time, reduce or stop the rent charge to you until the repair can be made.

21. INSPECTIONS AND OTHER ENTRY OF DWELLING DURING OCCUPANCY - This section tells you at move-in, yearly and move-out inspections, you or someone else you may decide may be present and the inspection may be photographed or videotaped by HACC and placed in your file, that you and HACC will sign a statement about the inspections to be placed in your file, that you may request a grievance hearing if you disagree with the inspection results. It also says how, when and what type of notice HACC must give for HACC or its contractors to enter your apartment, unless there is an emergency.

22. ABANDONMENT AND ABANDONED PROPERTY - This section tells you that if you and your household members are away from your apartment for fifteen (15) continuous days, the rent for that month has not been paid, and you have not notified HACC that you will be away, HACC may consider your apartment abandoned. HACC may then store, remove or dispose of your household items and charge you the costs to do so.

23. ABSENCE OF RESIDENT AND RIGHTS OF REMAINING HOUSEHOLD MEMBERS- This section tells you that if you stop living in your apartment under certain circumstances, as determined by HACC, the remaining household members may be able to remain in the apartment if one of the remaining adults in the household applies and all the remaining household members are eligible and qualified to remain in the apartment, as determined by HACC to continue to lease your apartment. If there is no remaining adult household member or he/she is not or any of the remaining household members are not eligible and qualified to remain in the apartment, HACC will attempt to evict the remaining household members.

24. RESIDENT'S DEATH, DISABILITY OR INCAPACITY- This section tells you that if you die, become disabled or unable to continue living in your apartment under certain circumstances, as determined by HACC, and if there is no remaining adult household member who is eligible and qualified to remain in the apartment, HACC will attempt to evict the remaining household members.

25. SOLICITATION, TRESPASSING AND EXCLUSION OF NON-RESIDENTS - This section tells you that you give HACC the right to keep trespassers and solicitors off HACC's property, and the right to keep nonresidents, including your guests or other persons under your control from coming onto HACC's property if they do certain things.

26. **NOTICE PROCEDURES** - This section tells you how to give written notice to HACC, and how HACC will give notice to you when called for under this lease, that unless you inform HACC otherwise all notices will go to your apartment address, and that notices from HACC shall be considered delivered on the second business day after mailing.

27. **POSTED NOTICES** - This section tells you where to find posted notices and how such notices can be modified.

28. **TERMINATION OF AGREEMENT** - This section tells you when and how you or HACC may terminate your lease, that you may request a grievance hearing about your termination, unless it is for drug-related activity, criminal or other types of activity which threatens the health or safety of other residents, employees or contractors of HACC or law enforcement, violent criminal activity or a felony conviction. It further tells you that you may see the evidence upon which HACC base its termination of your lease, what HACC will consider in deciding to evict, and what HACC may do after obtaining an eviction. You should read this section carefully and completely, but pay close attention to the part which says that HACC has a *One Strike, Zero Tolerance Policy* concerning serious violations of your lease, and there does not have to be an arrest or a conviction before HACC may pursue eviction.

29. **GRIEVANCE/APPEAL PROCEDURE** - This section tells you that HACC has a grievance procedure and where you may find a copy of it.

30. **WAIVER** - This section tells you that if HACC delays or fails to exercise any right it has contained herein, that does not mean HACC will not exercise it or any other right in the future.

31. **APPROVALS, CONSENTS AND DISCRETION OF HACC** - This section tells you that HACC will be reasonable when its approval, consent or discretion is called for under this lease.

32. **DISCRIMINATION PROHIBITED** - This section tells you that HACC cannot discriminate against you for certain reasons.

33. **PENALTIES FOR SUBMITTING FALSE INFORMATION** - This section tells you what may happen if you give HACC false information.

34. **MISCELLANEOUS** - This section tells you other important information you should know about your lease.

35. and 36. These paragraphs are reserved for other sections if they have to be added at a later date.

RESIDENT INITIAL _____

ATTACHMENTS

DEFINITIONS OF LEASE TERMS - This attachment tells you the meanings of certain terms and phrases used in your Dwelling Lease Agreement.

SUMMARY OF LEASE AND ATTACHMENTS - This is the attachment you are now reading.

RULES AND REGULATIONS OF HACC - This attachment tells you all of the rules and regulations adopted by HACC from time to time that affect you and the members of your household as you live in your apartment at HACC.

GRIEVANCE PROCEDURE OF HACC - This attachment tells you about how you and/or members of your household may file a grievance to contest and try to get changed an adverse action by HACC, and the time frames in which such grievance shall be considered and responded to by HACC.

PET POLICY OF HACC - This attachment tells you all of the rules about pets that you may keep at your apartment, how to get approval to keep certain pets, any fees that may apply, and what will happen if the policy is violated.

LEAD BASED PAINT BOOKLET - This attachment tells you of the hazards to your health and the health of members of your household of paint that may be in your apartment that contains unsafe amounts of lead and what to do about it if your apartment has this type of paint.

SECTION 504 REHABILITATION ACT OF 1973 NOTICE - This attachment tells you about modifications that should be present in your apartment and/or on HACC's property if you are disabled or handicapped.

I HAVE RECEIVED, READ OR HAD READ TO ME, AND UNDERSTAND THE INFORMATION CONTAINED IN THIS DWELLING LEASE AGREEMENT AND ATTACHMENTS SUMMARY.

Resident

Date

RESIDENT INITIAL_____

DEFINITIONS OF CERTAIN TERMS USED IN THE DWELLING LEASE AGREEMENT

The terms listed below shall have the following meanings in the Dwelling Lease Agreement:

A. **"Guest"** shall mean a person in the dwelling or on HACC's property with the implied and/or expressed consent of a household member.

B. **"Proposed Adverse Action"** includes, but is not limited to, a proposed lease termination, transfer of Resident to another dwelling, or imposition of charges for maintenance or repair, or for excess consumption of utilities.

C. **"Live-in-aide"** shall mean a person who: (i) resides with an elderly, disabled or handicapped person; (ii) is determined to be essential to the care and well-being of the person; (iii) is not obligated for the support of the person; and (iv) would not be living in the dwelling except to provide the necessary supportive services.

D. **"Timely"** shall mean within the number of days specified in any correspondence or notice to Resident requesting information, or requesting Resident's contact with HACC, from the date of the receipt of the correspondence or notice. If the last day falls on a Saturday, Sunday or a legal holiday, the last day shall be considered the end of the next successive business day. If no number of days is specified in the correspondence or notice, Resident agrees to complete all required documents and/or supply all requested information within ten (10) days of the date of the receipt of the correspondence or notice. If the tenth (10th) day falls on a Saturday, Sunday or a legal holiday, the tenth (10th) day shall be considered the end of the next successive business day.

E. **"Emergency"** shall mean situations in which life, safety, health or property are imminently in danger of loss or serious harm.

F. **"Drug-related criminal activity"** shall mean the illegal manufacture, sale, distribution, use, possession; and/or possession with intent to manufacture, sell, distribute, or use of a controlled substance {as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802)}; and, for the purposes of this Agreement, alcohol abuse which the housing authority has determined interferes with the health, safety or peaceful enjoyment of HACC's property by other residents of HACC, HACC's employees, representatives, contractors, agents, and/or law enforcement officials.

G. **"Criminal activity"** shall mean (1) any activity regardless whether considered a felony or a misdemeanor pursuant to the laws of the State of Florida, and regardless whether on or off HACC's property or (2) any criminal acts, regardless of whether considered a felony or a misdemeanor pursuant to the Laws of the State of Florida and regardless on or off HACC's property , which would adversely affect the health, safety, or peaceful enjoyment of HACC's property by other residents, employees, representatives, contractors, agents and/or law enforcement officials.

H. **"HUD"** shall mean the United States Department of Housing and Urban Development.

RESIDENT INITIAL_____

I. **HACC** shall mean the Central office of the Housing Authority of the City of Cocoa, located at 828 Stone Street, Cocoa, Florida 32922.

J. "**Utilities**" shall mean those household related services which are provided by the City of Cocoa, Brevard County or those entities who are generally authorized by the City of Cocoa, Brevard County to provide water, sewer, garbage, electricity and/or gas services to residents or HACC to provide: _____.

RESIDENT INITIAL _____