

**RESIDENTIAL APARTMENT LEASE – [DEVELOPMENT]
PERMANENT AFFORDABILITY COMMITMENT TOGETHER (PACT) LEASE**

Owner and Tenant make this apartment lease agreement (“Lease”) as follows:

Owner’s Name: _____

Owner’s address for Notices: _____

Managing Agent’s Name: _____

Managing Agent’s Address: _____

Development: _____

Address for Payment of Tenant’s Portion of Rent:

1. Tenant’s Name: _____ Section 8 Voucher # (if any) _____

2. Tenant’s Name: _____

Tenant’s Present Address:

Address of “Leased Premises” to Be Rented if different than above:

Apt. No.: _____

Date of Lease: _____

1. HEADINGS: Paragraph headings are only for ready reference to the terms of this Lease. In the event of a conflict between the text and a heading, the text controls.

2. MONTHLY RENT TO THE OWNER:

The monthly “Contract Rent” to the Owner is determined by the New York City Housing Authority (“NYCHA”) in accordance with the U.S. Department of Housing and Urban Development (“HUD”) requirements for a tenancy under the Section 8 Project-Based Voucher (“PBV”) program.

___ Unit on Section 8 Project-Based Housing Assistance Payment (“HAP”) Contract. See Subparagraph 2.a.

___ Unit not on Section 8 Project-Based HAP Contract. See Subparagraph 2.b.

a. **Unit on Project-Based HAP Contract.** Each month the Owner and/or Managing Agent will credit a housing assistance payment received from NYCHA, if any, (the “monthly housing assistance payment”) against the monthly Contract Rent. The amount of the monthly housing assistance payment will be determined by NYCHA in accordance with

HUD requirements for a tenancy under the PBV program and NYCHA's implementation of the Rental Assistance Demonstration ("RAD") program as implemented by Notice H 2019-09 PIH 2019-23 (September 5, 2019), as it may be amended from time to time (the "RAD Notice").

The remaining portion of the Contract Rent is the Tenant's portion of the rent. You as Tenant are responsible for paying to the Owner this "**Tenant's portion of the rent**" which is an amount that is equal to thirty (30%) percent of your adjusted gross income as determined by NYCHA, exclusive of any allowance for tenant-paid utilities, if applicable as further set forth in accordance with HUD PBV requirements. If you were a NYCHA public housing tenant residing at the Development, and if, at the initial conversion of the Development to project-based Section 8, your portion of the rent as calculated, represents an increase over what you paid for rent as a public housing resident because you were paying less than thirty (30%) percent of your adjusted gross income, and such increase is by more than the greater of ten (10%) percent or twenty-five (\$25.00) dollars, as determined by NYCHA, such increase will be phased-in over a 5-year period. Such phased-in increase will be calculated by NYCHA in accordance with the requirements set forth in the RAD Notice.

The Contract Rent is the sum of the monthly housing assistance payment plus Tenant's portion of the rent. The Tenant's portion of the rent is due and payable the **first day of each month or at such other day each month as the Owner and/or Managing Agent may decide** at the address above or at a location designated by Owner and/or Managing Agent in writing. Notice from Owner to Tenant that rent is due is not required. The rent must be paid in full without deductions. The Tenant shall tender his/her/their portion of the rent by check or money order or as otherwise accepted by the Owner and/or Managing Agent.

TENANT'S PORTION OF THE RENT: The initial Tenant's portion of the rent shall be \$_____.

MONTHLY HOUSING ASSISTANCE PAYMENT: The initial monthly housing assistance payment shall be \$_____.

CONTRACT RENT FOR APARTMENT: The initial contract rent shall be \$_____.

b. Unit not on Project-Based HAP Contract.

(i) At Initial Conversion: If at initial conversion, your Tenant's portion of the rent exceeds the Contract Rent as determined pursuant to the PBV program (the monthly housing assistance payment is equal to \$0), and you received the "**Rent Election Form**" attached to this Lease as a Rider and elected to pay the Contract Rent Amount as shown in the Rent Election Form and listed below which Contract Rent Amount is lower than thirty (30%) percent of your adjusted gross income, then your unit will not be on the Project-Based HAP Contract; or

(ii) After Initial Conversion: If you became a Tenant after the initial conversion and the Leased Premises was terminated from the Project-Based HAP because your tenant's portion of the rent exceeds the Contract Rent as determined pursuant to the PBV program (the monthly housing assistance payment is equal to \$0 for at least 180 days), then you will pay the Contract Rent Amount shown below.

Owner and Tenant agree that if at any time the Owner or Managing Agent notifies Tenant that they are eligible for the PBV program, the Tenant agrees to complete all documentation necessary to apply for assistance under the PBV program. If the Tenant does not complete the necessary documentation within thirty (30) days of notification by Owner or the Managing Agent, Tenant agrees to pay the Contract Rent for Apartment as listed below.

The Tenant agrees to provide to Owner and/or Managing Agent annually, no later than sixty (60) days from Owner's and/or Managing Agent's request, a certification of annual income and household size along with verification documentation. In order to verify Tenant's certification of annual income and household size, the Owner and/or Managing Agent may require Tenant to provide, and Tenant agrees to deliver, such documentation as would enable the Owner and/or Managing Agent to verify Tenant's income under the requirements of the PBV Program, including, without limitation, consecutive paystubs, completed federal and state income tax returns, and W-2 and 1099 forms (or their equivalent). If the Tenant fails to provide income documentation within the required time frame, Tenant agrees to pay the Contract Rent for Apartment as listed below.

The Contract Rent Amount is due and payable the **first day of each month or at such other day each month as the Owner and/or Managing Agent may decide** at the address above or at a location

designated by Owner and/or Managing Agent in writing. Notice from Owner to Tenant that rent is due is not required. The rent must be paid in full without deductions. The Tenant shall tender his/her/their portion of the rent by check or money order or as otherwise accepted by the Owner and/or Managing Agent.

CONTRACT RENT FOR APARTMENT: The initial contract rent shall be \$_____.

c. The Owner, in consideration of the rent herein paid and the representations made by the Tenant as set forth in his/her/their signed application, and his/her/their undertaking to comply with the Tenant's obligations in this Lease and with all of the rules and regulations of the Owner, hereby leases to the Tenant and the Tenant hereby rents from the Owner the Leased Premises for the Term specified above.

b. The Tenant shall use the Leased Premises as a residential dwelling for the Tenant and the Tenant's household as identified in Paragraph 3a above, or subsequently authorized by the Owner and/or Managing Agent and NYCHA, and shall not use the Leased Premises or permit its use for any other purpose, except that the Tenant and authorized members of the Tenant's household may engage in legal profitmaking activities incidental to the primary use of the Leased Premises as a residence for Tenant and authorized members of the Tenant's household.

3. USE AND OCCUPANCY OF LEASED PREMISES:

4. ADDED CHARGES: Tenant may be required to pay other charges and fees to Owner under the terms of this Lease as set forth in the "House Rules" as defined below. These other charges and fees are called "added charges" and are:

a. The Leased Premises shall be the Tenant's only residence and except as otherwise permitted herein shall be used solely as a residence for the Tenant and the members of the Tenant's household (i.e., those members that were authorized members of the public housing household at the time of conversion or named in the signed application for Section 8 post conversion) who remain in continuous occupancy since the inception of the tenancy, since birth or adoption, or since authorization by the Owner and/or Managing Agent and NYCHA. The members of the Tenant's household as authorized by the Owner and/or Managing Agent and NYCHA are listed below. The Tenant shall obtain the prior written consent of the Managing Agent, or such Managing Agent's designee and NYCHA, before allowing any person to reside in the Leased Premises.

a. In the event of damage to the Leased Premises or to fixtures beyond normal wear and tear, or in the event misuse of equipment results in additional maintenance costs, the Tenant shall pay the cost of labor and material for repair and for additional maintenance as set forth in a schedule to be posted by the Owner and/or Managing Agent pursuant to Paragraph 5 of this Lease. The Tenant shall also pay according to such schedule for damage to the common areas committed by any member of the Tenant's household. In the event that the damage is incapable of appraisal in advance, the Tenant agrees to pay the cost of labor and material actually expended for such repair. The Tenant may also be charged for consumption of excess utilities, consumed in performance of such repairs.

The Tenant and the members of the Tenant's household listed below shall have the right to exclusive use and occupancy of the Leased Premises:

b. The Tenant shall pay as damages such reasonable charge or fee as is imposed by the Owner and/or Managing Agent for extra services required by reason of any violation by the Tenant or any member of the Tenant's household of any rule or regulation established by the Owner and/or Managing Agent for the proper administration of the Development, the protection of the Owner's and/or Managing Agent's property and employees or the safety and convenience of other residents (the "House Rules").

Name: _____

Relation to Tenant: _____

c. The Tenant shall pay reasonable charges for the repair of damages to Owner owned appliances, other than for ordinary wear and tear, or to the Development, including damages to Development

buildings, facilities or common areas, caused by the Tenant or the Tenant's household or guests.

d. In addition to the foregoing charges, the Tenant shall pay (i) such charges as may be hereafter imposed for additional services provided by the Owner and/or Managing Agent at the Tenant's request, (ii) any installation and/or monthly service charge established by the Owner and/or Managing Agent in order to grant permission to the Tenant to install or use appliances enumerated in Paragraph 25 hereof, which charges will be covered by a separate agreement between the Tenant and the Owner and/or Managing Agent for air conditioners, dishwasher, freezer and washing machine, (iii) any charge hereafter imposed by the Owner and/or Managing Agent for the provision of utilities such as gas or electricity, (iv) the cost of replacing equipment lost by the Tenant or damaged beyond ordinary wear and tear, and (v) such charges as may be hereafter imposed by the Owner and/or Managing Agent regarding dishonored checks.

e. Except in the case of a written agreement between the Owner and/or Managing Agent and Tenant which may otherwise provide, any charge assessed under the foregoing sub-paragraphs under this Paragraph 4 shall become due and collectible on the first day of the second month following the month in which said charge is made. If not paid the added charges set forth above shall be collectible in any court having jurisdiction thereof.

5. POSTING OF POLICIES, RULES AND REGULATIONS: Schedules of added charges for services, equipment, repairs and utilities, rules and regulations, policies, House Rules and all items specifically herein required to be posted shall be publicly posted in a conspicuous manner in the Management Office and in a prominent location in each building, and shall be furnished to the Tenant on request. Such schedules, policies, rules and regulations may be modified from time to time by the Owner and/or Managing Agent, provided that the Owner and/or Managing Agent shall give at least 30 days' prior written notice to the Tenant. Such notice shall set forth the proposed modification and the reason therefor and shall provide the Tenant an opportunity to present written comments which shall be taken into consideration by the Owner and/or Managing Agent prior to the proposed modification becoming effective. A copy of such notice shall be

a. delivered directly or mailed to the Tenant; or

b. posted in at least 3 conspicuous places within the building in which the Leased Premises are located, as well as in a conspicuous place in the Management Office.

6. SECURITY DEPOSIT:

a. If you are a former NYCHA public housing tenant converting to project-based Section 8 at the initial conversion of the Development, the balance of any security deposit currently held by the New York City Housing Authority for you shall be transferred to the Owner and you will not be required to pay any additional security for the Leased Premises under this Lease. If you are a new Tenant, any required security deposit is limited to one month of the Tenant's portion of the rent in the amount of \$ _____.

b. If required by law, the amount held as the security deposit will be held in an account bearing interest at the banking institution's prevailing rate. An annual payment of accrued interest will be made by the banking institution to the Tenant, less 1% interest of the security on deposit, to be tendered by the banking institution to Owner. Owner may use or apply all or any part of the deposit as may be required to pay for damage to the Leased Premises during the term of this Lease. If Tenant carries out all of Tenant's obligations under this Lease, and if the Leased Premises is returned to Owner at the expiration of the lease term in the same condition as when rented by Tenant, ordinary wear and tear excepted, Tenant's security deposit will be returned in full to Tenant, with accrued interest thereon, within fourteen (14) days of Tenant vacating. If this Lease is renewed, and the amount of security deposit Owner is permitted to retain is increased above the amount deposited upon the commencement of this Lease term, then Tenant shall, upon such Lease renewal, pay to the order of Owner such additional sum. If Owner sells or leases the building, Owner may remit the security deposit, as provided by law, to Tenant or to the new Owner or Lessee, at Owner's election. If Owner remits the security deposit to the new Owner or Lessee, Tenant agrees to seek the return of the security deposit from the new Owner or Lessee, and releases Owner from any claim to the security deposit. Tenant shall not use the security deposit to pay the last month's rent of the Lease term. Owner may use the security deposit in full or in part, if necessary, to pay for unpaid rent and utility charges, damage beyond ordinary wear and tear, or expenses due to moving and storing Tenant's belongings.

7. SUBLETTING/ASSIGNMENT: Tenant shall neither assign the Leased Premises in whole or in part nor sublet the Leased Premises in whole or in part without the written consent of Owner, nor permit anyone not specifically indicated in this Lease to occupy the Leased Premises. A sublet or assignment without consent shall constitute a breach of a substantial obligation of this Lease.

8. SERVICES: The following services and utilities are the responsibility of:

Owner: Heat Hot water Gas Electricity
 Other

Tenant: Heat Hot water Gas Electricity
 Other

9. OWNER'S INABILITY TO PROVIDE SERVICE: If Owner is unable to provide certain services as a result of circumstances which are not the fault of Owner, Tenant's obligations under this Lease, including the obligation to pay rent, shall remain in effect, except as otherwise permitted by law.

10. ACCESS: Owner and/or Managing Agent, upon reasonable advance notice to the Tenant, shall be permitted to enter the Leased Premises during reasonable hours for the purposes of performing routine inspections and maintenance, making improvements or repairs, or for showing the Leased Premises for re-leasing or to prospective mortgagees. A written statement specifying the purpose of Owner's or Managing Agent's entry, delivered to Leased Premises at least 2 days before such entry, shall be considered reasonable advance notice. If the Tenant fails to permit such entry to the Leased Premises after such notice has been given, the Owner and/or Managing Agent may enter the Leased Premises at any time thereafter without further notification. Owner and/or Managing Agent may enter the Leased Premises at any time without prior notice to Tenant when there is reasonable cause to believe an emergency exists. Failure by Tenant to provide access to the Owner and/or Managing Agent upon reasonable advance notice after a reasonable number of attempts with a minimum of two attempts in a reasonable stated manner is a breach of a substantial obligation of this Lease.

11. LIABILITY OF TENANT: Tenant shall pay all sums incurred by Owner in the event Owner is held liable for damages resulting from any act by Tenant.

12. FIRE AND CASUALTY DAMAGE: Tenant is required to advise Owner immediately in the event of fire or other casualty which renders the Leased Premises partially or wholly unfit for occupancy. Owner shall repair the Lease Premises as soon as possible subject to any delays due to adjustment of insurance claims or any cause not under Owner's control. If part of the Leased Premises is usable, Tenant must pay rent for the usable part. If the Leased Premises are damaged and Owner determines that the Leased Premises is beyond repair, the term of this Lease shall end, and Tenant must vacate the Leased Premises. If the fire or casualty was caused by Tenant's actions, the costs of the repairs shall be repaid to Owner by Tenant as added rent.

13. TENANT DEFAULT: In the event Tenant does not comply with any of the obligations of this Lease, creates a nuisance, engages in conduct detrimental to the safety of other tenants, intentionally damages the property, or is disturbing to other tenants, the Owner may terminate the tenancy and Lease in accordance with the termination and grievance procedures set forth in Paragraph 14 herein. Any demand for rent must be made in writing.

14. TERMINATION NOTIFICATION AND GRIEVANCE PROCESS; GOOD CAUSE.

a. Termination Notification. HUD is incorporating additional termination notification requirements to comply with section 6 of the United States Housing Act of 1937 (as may be amended, the "Act") for public housing projects that convert assistance under RAD and to non-RAD PBV units located at the Development. In addition to the regulations at 24 CFR § 983.257, related to Owner termination of tenancy and eviction, the termination procedure for RAD and non-RAD conversions to PBV will require adequate written notice of termination of the Lease to Tenants which shall be:

i. A reasonable period of time, but not to exceed 30 days:

- If the health or safety of other tenants, Owner's employees, or persons residing in the immediate vicinity of the Leased Premises is threatened; or
- In the event of any drug-related or violent criminal activity or any felony conviction;

ii. Not less than 14 days in the case of nonpayment of rent; and

iii. Not less than 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.

b. Grievance Process. Pursuant to the Consolidated and Further Continuing Appropriations Act of 2012 (Public Law 112-55) and the RAD Notice as amended, HUD is incorporating additional procedural rights to comply with the requirements of section 6 of the Act.

For issues related to subsidy assistance and termination of such assistance, PBV program rules require the public housing agency as contract administrator to provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555. RAD will specify alternative requirements for 24 CFR § 982.555(b) in part, which outlines when informal hearings are not required, and require that:

i. In addition to reasons that require an opportunity for an informal hearing given in 24 CFR § 982.555(a)(1)(i)-(v), an opportunity for an informal hearing must be given to the Tenant for any dispute that the Tenant may have with respect to an Owner action in accordance with the Tenant's Lease or the contract administrator in accordance with RAD or Non-RAD PBV requirements that adversely affect the Tenant's rights, obligations, welfare, or status.

- For any hearing required under 24 CFR § 982.555(a)(1)(i)-(v) (which relates to subsidy assistance under Section 8), NYCHA, as the contract administrator, will perform the hearing, as is the current standard in the program. The hearing officer must be selected in accordance with 24 CFR § 982.555(e)(4)(i).

- For any additional hearings for Tenant to grieve Owner actions that adversely affect Tenant's rights, obligations, welfare or status under his/her/their Lease, the Owner will perform the hearing.

ii. An informal hearing will not be required for class grievances or for disputes between residents not involving the Owner or contract administrator. This hearing requirement shall not apply to and is not intended as a forum for initiating

or negotiating policy changes between a group or groups of Tenants and the Owner or NYCHA as the contract administrator.

iii. The Owner gives the Tenant notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR § 982.555(a)(1)(i)-(v).

iv. The Owner must provide opportunity for an informal hearing before an eviction.

c. Good Cause. Owner cannot terminate this Lease or refuse to renew this Lease except for good cause:

i. Good cause grounds for termination or nonrenewal of the lease include:

(A) Serious or repeated violation of the Lease;

(B) Violation of Federal, State, or local law that imposes obligations on the Tenant in connection with the occupancy or use of the Leased Premises and the Development;

(C) Criminal activity or alcohol abuse (as provided in sub-paragraph ii below); or

(D) Other good cause (as provided in sub-paragraph iii below).

ii. Criminal Activity or Alcohol Abuse:

(A) The Owner may terminate the tenancy during the term of the Lease if the Tenant, any member of the household, a guest or another person under Tenant's control engages in:

(1) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by persons residing in the Development or the immediate vicinity of the Development; or the health or safety of the Owner, Managing Agent and their employees, or persons performing a contract administration function or responsibility on behalf of NYCHA as the Section 8 HAP contract administrator at the Development;

(2) Any violent criminal activity on or near the Development; or

(3) Any activity drug-related criminal activity on or near the Development.

(B) The Owner may terminate the tenancy during the term of the Lease if any member of the household is:

(1) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

(2) Violating a condition of probation or parole under Federal or State law.

(C) The Owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the Owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

(D) The Owner may terminate the tenancy during the term of the Lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the Development by other residents.

iii. Other Good Cause for Termination of Tenancy.

(A) During the initial Lease term, other good cause for termination of tenancy must be something the Tenant or a member of the Tenant's household did or failed to do.

(B) During the initial lease term or during any extension term, other good cause includes:

(1) Disturbance of neighbors,

(2) Destruction of property, or

(3) Living or housekeeping habits that cause damage to the Leased Premises or the Development.

(C) After the initial Lease term, such good cause includes the Tenant's failure to accept the Owner's offer of a new Lease or revision.

15. LEGAL FEES:

In the event either Owner or Tenant incurs legal fees and/ or court costs in the enforcement of any of Owner's or Tenant's rights under this Lease or pursuant to law, neither party shall be entitled to the repayment of such legal fees and/or court costs.

16. RE-ENTRY: If Tenant is evicted by legal action, Owner may enter the Leased Premises without being liable for re-entry and may re-rent the Leased Premises.

17. WINDOW CLEANING: Tenant shall not allow any windows to be cleaned from the outside unless such service is provided by Owner.

18. COMMON AREAS: Tenant shall not place baby carriages, bicycles or any other property in or on fire escapes, roofs, side-walks, entrances, driveways, elevators, stairways, halls or any other public areas. Public access ways shall be used only for entering and leaving the Leased Premises and the building. Only those elevators and passageways designated by Owner can be used for deliveries.

19. GARBAGE AND REFUSE: Garbage and recyclable items must be brought to the basement or other area designated by Owner in such a manner that Owner may direct. Carpets, rugs, or other articles shall not be hung or shaken out of any window or balcony of the building. Tenant shall not sweep or throw or permit to be swept or thrown any dirt, garbage or other substances out of the windows or into any of the halls, elevators, elevator shafts or any other public areas. Tenant shall not place any articles of refuse outside the Leased Premises or outside the building except in safe containers and only at places designated by Owner. Tenant shall be liable to Owner for any violations issued to Owner as a result of Tenant's failure to properly recycle or other violation of law.

20. NO PETS:

a. Owner shall have a pet policy that at a minimum authorizes for all residents the number and kinds of pets as is currently allowed by NYCHA for its residents, namely registration of one dog or cat under (25) twenty-five pounds with (either full breed or mixed breed) Doberman Pinscher, Pit Bull

and Rottweiler specifically prohibited and reasonable quantities of other pets such as small caged birds (parakeets, canaries), fish and small caged animals (hamsters, gerbils, guinea pigs). All pets must be maintained in accordance with the NYC Health Code and the House Rules. Owner does not waive the right to deny or object to any other pet belonging to Tenant or any other Tenant.

b. If Tenant has a dog or cat legally registered with NYCHA or reasonable quantities of other pets such as small caged birds (such as parakeets, canaries), fish and small caged animals (such as hamsters, gerbils, guinea pigs) as of the date of the conversion of the Development, Tenant shall be permitted to keep such dog or cat or other animals on the premises.

c. Assistance Animals: An assistance animal must be registered with Managing Agent before bringing it into the Leased Premises, and documentation setting forth the need for an assistance animal may be required.

d. In no event shall any dog, cat or other animal be permitted in any elevator or in any public portion of the building unless carried or on a leash. Failure to comply with this provision shall be grounds for termination of the tenancy and Lease.

21. SMOKE AND CARBON MONOXIDE ALARMS: Tenant acknowledges that the Leased Premises being rented has smoke and carbon monoxide alarm(s) in proper working order as required by law.

22. WINDOW GUARDS: Tenant hereby agrees to notify Owner if any child who is ten years of age or under occupies the Leased Premises. Tenant shall not install any gate or guard on any window without written permission of the Owner or remove any window guard installed by Owner. Tenant shall be liable to Owner for any violations issued to Owner as a result of Tenant's failure to permit Owner to install window guards or for installing any gate or guard on any window in violation of law.

23. PEELING PAINT: Tenant hereby agrees to notify Owner of any paint within the Leased Premises that is peeling, cracking, flaking, blistering or loose in any manner so that Owner may repair such conditions and to notify Owner if a child under six years of age occupies the Leased Premises.

24. FACILITIES: Storeroom, roof access, laundry facilities in the building or television master antenna may be provided by Owner at the option of Owner. Owner may discontinue any or all of the facilities at any time and shall not be liable for any damage, injury or loss from the use or discontinuance of these facilities.

25. ALTERATIONS/CARPETING/INSTALLATIONS: Tenant may not paste or nail any carpet, tile or linoleum to the floors. Tenant shall not apply wallpaper or other wall covering to the walls or ceilings. When Tenant vacates the Leased Premises, it shall be left painted in the same color as when rented. Tenant shall not install a waterbed, washing machine, dryer, dishwasher, air conditioner, refrigerator, sink, garbage disposal, kitchen cabinets, stove, other mechanical equipment or an external antenna in an apartment or make any other changes, alterations or improvements without the written consent of Owner.

26. DEPOSIT OF RENT: If Owner commences legal proceedings against Tenant, Tenant may be required to deposit rent into court. Failure to deposit such rent may result in the entry of a final judgment against Tenant.

27. TERRACES AND BALCONIES: The Leased Premises may have a terrace or balcony. The terms of this Lease apply to the terrace or balcony as if the terrace or balcony is part of the Leased Premises. Owner may make special rules for the terrace and balcony. Owner will notify Tenant of such rules. The failure of Tenant to comply with such rules shall constitute a breach of a substantial obligation of the Lease. Tenant must keep the terrace or balcony in good repair and clean and free from snow, ice, leaves and garbage. No cooking is allowed on the terrace or balcony. Tenant may not keep plants or install a fence or make any addition to the terrace or balcony or use such space for storage purposes. If Tenant does so, Owner has the right to remove them and store them at Tenant's expense.

28. BATHROOM AND PLUMBING FIXTURES: The bathrooms, toilets, wash closets and plumbing fixtures shall be used only for the purposes for which they were designed or built; sweepings, rubbish bags, acids or other substances shall not be placed in them, nor shall any bathroom ventilation fans be obstructed.

29. LAUNDRY: Laundry machines, if any, provided by Owner, shall be used by Tenant in the

manner and at the times that Owner may designate. Tenant shall not dry or air clothes on the roof or any other public area, or on the terrace or balcony, if any. Tenant may use laundry machines, if any, at their own risk.

30. OBJECTIONABLE CONDUCT: Tenant, their families, guests, employees, or visitors shall not engage in any conduct which makes the Leased Premises or building less fit to live in for Tenant or other occupants. Tenant shall not make or permit any disturbing noises in the Leased Premises or building or permit anything to be done that will interfere with the rights, comfort or convenience of other occupants of the building.

31. NO PROJECTIONS: Tenant may not install or cause to be installed anything on the roof or outside wall of the building or any balcony, terrace, or window, or common areas. Satellite dishes shall not be installed except in accordance with law and with Owner's written permission.

32. MOVING: Tenant can use the elevator to move furniture and possessions only on designated days and at designated hours. Owner shall not be liable for any costs, expenses or damages incurred by Tenant in moving because of delays caused by unavailability of the elevator. Tenant shall be liable for any damage caused to the building or the Leased Premises during such move.

33. END OF TERM: At the end of the Lease term, Tenant shall leave the Leased Premises clean and in good order, reasonable wear and tear excepted. Tenant shall remove all of Tenant's personal possessions from the Leased Premises after Tenant has vacated. If any property remains in the Leased Premises at the expiration of the term, it will be deemed by Owner to be abandoned property which Owner may discard or sell. Tenant agrees to pay any expenses incurred by Owner as a result of Owner's disposition of said property.

34. JURISDICTION. Tenant consents to the jurisdiction of the Housing Court and all other courts in the City and State of New York. Tenant expressly represents that in the event a judgment is obtained against him or her, Owner may enforce the judgment against any property or assets of Tenant, wherever they are located.

35. MILITARY STATUS:

Tenant represents that he or she or they is in the United States military or is dependent upon a member of the United States military.

Tenant represents that he or she or they is *not* in the United States military and is *not* dependent upon a member of the United States military. Tenant shall notify Owner within ten days of enlistment in the military.

The above response is for informational purposes only and is intended to protect Tenants who are in or may enter into military service.

36. PARTIES BOUND: This Lease agreement is binding on Owner and Tenant, and on all those who claim a right, or have a right, to succeed to the legal interest of Owner or Tenant.

37. FORMS: Tenant agrees to complete any and all forms that may be requested by Owner from time to time as are necessary for the operation of the Development, related subsidy, or financing thereof, or as otherwise mandated by Owner's lenders, NYCHA or law.

38. SUBORDINATION: The rights of Tenant, including all rights granted under the terms of this Lease, are and shall be subject to and subordinate to the terms of any mortgage on the building or the land under the building which now exists, or building which may hereafter exist. The foregoing shall include but not be limited to any modification, consolidation or extension agreement of any existing mortgage on the land or building.

39. SINGULAR/PLURAL and JOINT /SEVERAL: The use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires. If more than one person is signing the Lease, their obligations shall be joint and several.

40. CONDEMNATION/EMINENT DOMAIN: If the building, or any part of the building, is taken or condemned by a public authority or government agency, this Lease will end on the date of such taking. In such event, Tenant will have no claim for damages against Owner based upon such taking, and Tenant will be required to surrender the Leased Premises to Owner upon 30 days' written notice from Owner to Tenant of such government taking.

41. CONSTRUCTION/CONVENIENCE: Neighboring buildings may be the subject of construction, renovation or demolition. Owner will

not be liable to Tenant nor shall Tenant seek to hold Owner liable for interference with views, light, air flow, or ventilation, the covenant of quiet enjoyment, or breach of the warranty of habitability, whether such interference is temporary or permanent, if such interference results from activities conducted on adjoining properties.

42. NO WAIVER: The failure of Owner to insist at any time upon strict performance of any clause in this Lease shall not be construed as a waiver of Owner's rights. No waiver by Owner of any provision of this Lease can be made unless made in writing by Owner. Acceptance of rent by Owner with knowledge of the breach of any condition or term of this Lease is not a waiver of the breach.

43. RENEWAL: The "Term" of the Lease, defined as the period between the "Beginning" and the "Ending" dates described in the Lease, shall be automatically renewable following the Ending date, unless otherwise terminated, for terms of twelve (12) months, each 12-month term terminating at midnight on the last day of the 12th month. Notwithstanding the foregoing, this Lease shall automatically renew for successive definite terms, subject to the Owner being able to terminate the Lease for good cause as set forth in Paragraph 14c.

44. NOTICES: All notices, which include bills and/or other statements with respect to this Lease, must be in writing. Notices to Tenant shall be sent to Tenant at the Leased Premises by regular mail except that any notice alleging failure to comply with any terms of this Lease shall be sent by certified mail. Notices to the Owner shall be sent to Owner by certified mail to the address on this Lease, or to such other address as Owner shall advise Tenant in writing. Notices will be considered delivered five (5) consecutive days from the date mailed.

45. THIS LEASED PREMISES IS NOT SUBJECT TO RENT STABILIZATION: It is expressly understood that the Leased Premises which is the subject of this Lease is not subject to the Rent Stabilization Law.

46. VIOLENCE AGAINST WOMEN ACT PROVISIONS ("VAWA"):

a. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as a serious or repeated violation of the Lease by the victim or threatened victim of that violence, and will

not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.

b. Criminal activity directly relating to abuse, engaged in by a member of the Tenant's household or any guest or other person under the Tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the Tenant or an immediate member of the Tenant's family is the victim or threatened victim of domestic violence, dating violence, sexual assault, or stalking.

c. Notwithstanding any restrictions on admission, occupancy or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, the Owner and/or Managing Agent may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is the Tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also the Tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the PACT Program.

d. Nothing in this section may be construed to limit the authority of the Owner and/or Managing Agent, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.

e. Nothing in this section limits any otherwise available authority of the Owner and/or Managing Agent to evict the Tenant or terminate assistance to the Tenant for any violation of the Lease not premised on the act or acts of violence in question against the Tenant or a member of the Tenant's household, provided that the Owner and/or Managing Agent does not subject an individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking to a more

demanding standard than other tenants in determining whether to evict or terminate.

f. Nothing in this section may be construed to limit the Owner and/or Managing Agent's authority to terminate the tenancy of, or terminate assistance to, any Tenant if the Owner and/or Managing Agent can demonstrate an actual and imminent threat to other tenants, to the Owner and/or Managing Agent's employees, or to those providing service to the Leased Premises if the Tenant is not evicted or terminated from assistance.

g. Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

47. FALSE INFORMATION; FAILURE TO CERTIFY: In addition to any other rights available to NYCHA, if the Tenant submits false information on any application, certification or request for interim adjustment or does not report interim changes in family income or composition or other factors considered in calculating the Tenant's Portion of the Rent, and as a result pays a Tenant's Portion of the Rent that is less than the amount required by HUD's or NYCHA's rent formulas, the Tenant agrees to reimburse NYCHA for the difference between the Tenant's Portion of the Rent she/he/they should have paid and the portion of the rent she/he/they was actually charged. . The Tenant is not required to reimburse NYCHA for undercharges caused solely by NYCHA's failure to follow HUD's procedures for computing contract rent or monthly housing assistance payments.

48. ENTIRE AGREEMENT: Owner and Tenant have read this Lease and agree that it and the Riders set forth below contain the entire understanding of the parties regarding the rental of the subject Leased Premises. The Lease can only be changed in writing. The writing must be signed by both Owner and Tenant.

49. RIDERS: The following Riders are attached to and are part of this lease:

- a. Window Guard Notice;
- b. Lead-Based Paint Development Disclosure Summary
- c. Lead Paint Hazards in the Home (Sp. and Eng.)

- d. Lease/Commencement Occupancy Notice for Prevention of Lead-Based Paint Hazards Regarding Child;
- e. PACT Residential Lease Rider;
- f. Rider for Tax-Exempt Bond Financing (check here if applicable ___);
- g. Tenancy Addendum – Section 8 Project Based Voucher Program HUD-52530-c (check here if applicable ___);
- h. Tenancy Addendum – Section 8 Tenant Based Voucher Program HUD-52641-a (check here if applicable ___);
- i. Rental Calculation Election Form (check here if applicable ___);
- j. Smoking Policy; and
- k. Indoor Allergens Hazards Form

To the extent any provisions of the Riders conflict with any other provisions in the Lease, the provisions of the Riders shall prevail. Any other terms in the Lease not in conflict with the provisions of the Riders remain in full force and effect.

50. SEVERABILITY: In the event that any provision of this Lease shall violate any requirement of law, then such provision shall be deemed void, the applicable provision of law shall be deemed substituted, and all other provisions of this Lease shall remain in full force and effect.

51. SPRINKLER SYSTEM. The Leased Premises do not have a maintained and operative sprinkler system unless indicated below:

The Leased Premises have a maintained and operative sprinkler system. The last date of maintenance and inspection was: _____/_____/_____.

52. SMOKING POLICY. The Owner has a Smoking Policy attached hereto as a Rider.

The Owner's adoption of the requirements in this paragraph 52 does not make the Owner a guarantor of the Tenant's or any other resident's health or of the smoke-free condition of restricted areas if any. The Owner specifically disclaims any implied or express warranties that the Development will have higher or improved air quality or will be free from secondhand smoke.

53. ELECTRONIC SIGNATURE.

a. Any electronic signature shall have the same legal validity and enforceability as a manually

executed signature to the fullest extent permitted by applicable law, including the Federal **Electronic Signatures** in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state law based on the Uniform Electronic Transactions Act, and the parties hereby waive any objection to the contrary.

and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronic signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature or electronic signature.

b. The Owner, Managing Agent and Tenant each acknowledge and agree that this Lease may be executed by electronic signature, which shall be considered as an original signature for all purposes

If any part of this Lease is determined to be invalid, the remaining provisions of the Lease will remain valid and in full force and effect.

Owner/Agent (on behalf of Owner) Date

Tenant Date

Tenant Date

Project Name:

Project Location:

Building Address:

Apartment #:

Tenant:

Co-Tenant:

PERMANENT AFFORDABILITY COMMITMENT TOGETHER (PACT)
RESIDENTIAL LEASE RIDER

1. SIZE OF DWELLING; RIGHT SIZING REQUIREMENT

If at the time of conversion the Tenant is not in a unit appropriate for their family size pursuant to the New York City Housing Authority's ("NYCHA") Section 8 program occupancy standards, and does not have a reasonable accommodation or grievance granting permission to reside in that unit, the Tenant must move to an appropriate-sized unit. If a unit is not available in the Development, the Tenant may remain in their current unit until an appropriate-sized unit becomes available. When an appropriate-sized unit becomes available, the Tenant living in the unit not appropriately sized must either (1) move to the appropriate-sized unit within a reasonable period of time, as determined by NYCHA, but not upon less than thirty (30) days' notice from the Owner and/or Managing Agent, or (2) request a transfer voucher to relocate outside of the Development. This requirement to right size applies whether the Tenant's unit is on the PBV HAP Contract or the Owner is receiving a monthly housing assistance payment from NYCHA for the unit not appropriately sized. If the Owner is receiving a monthly housing assistance payment for the unit not appropriately sized, and the Tenant does not vacate this unit, NYCHA shall terminate the monthly housing assistance payment for the unit and the Tenant will cease to be a participant in NYCHA's Section 8 Program and may be subject to eviction by the Owner and/or Managing Agent.

2. PENALTIES FOR SUBMITTING FALSE INFORMATION

Knowingly giving the Owner and/or Managing Agent false information regarding income or other factors considered in determining Tenant's eligibility and rent is a material noncompliance with the Lease and constitutes grounds for termination of tenancy. In addition, the Tenant may be subject to civil and criminal penalties available under Federal law, including but not limited to fines and imprisonment.

3. CONTINUING TENANCY OBLIGATIONS

If this Lease is not the original lease signed by the Tenant and the Owner and/or Managing Agent, but is subsequent to an existing lease, the existing lease shall be deemed terminated upon the execution of this Lease. However, all non-payment or breaches of tenancy obligations arising under the Tenant's former lease shall remain enforceable under this Lease, without regard to whether the former lease was for the Leased Premises or for a different apartment, either in the Development or any other development of the Owner. All legal proceedings, including administrative actions, that commenced or could have commenced under the terms of the former lease may commence or continue under this Lease.

In Witness Whereof, the undersigned have executed this rider.

On the ____ day of _____, 20____.

Tenant:

Co-Tenant:

In the Presence of:

Owner:

By Managing Agent (*print and sign name*):