

# RESIDENTIAL LEASE AGREEMENT

**NOTICE:** Michigan law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

In addition to Michigan law, this public housing lease shall be construed in accordance with relevant federal law, including Title 24 of the Code of Federal Regulations.

**1. Parties.**

(A) The Saginaw Housing Commission (“SHC”) is the landlord. The individuals identified as Head of Household (“Head”), Co-Head of Household (“Co-Head”), and Spouse in Section 40 are the tenants (individually and collectively referred to as “you”).

(B) You agree that you are responsible for your own obligations under this lease and the obligations of your Household Members and guests. Each Head, Co-Head, and Spouse that signs this lease is jointly and severally liable for rent and all other money due under this lease.

(C) All written notices shall be sent to SHC at P.O. Box 3225, Saginaw, MI 48605-3225 and to you at the address of the unit listed in section 2.

**2. Dwelling Unit.** SHC agrees to lease the following unit to you:

\_\_\_\_\_

**3. Term and Renewal.**

(A) The initial lease term begins on \_\_\_\_\_, 20\_\_\_\_ and ends on the last day of the twelfth calendar month following the date of beginning.

(B) This lease automatically renews for additional twelve-month terms unless the lease is terminated or modified. You may have to pay additional charges if you move out during the initial term. [966.4(a)(2)(i)]

**4. Rent.** Your rent is \$\_\_\_\_\_ per month, payable in advance and due on the first day of each month.

Your rent is flat rent.

Your rent is based on income and other information reported by you to SHC. This may be referred to in the lease as “Total Tenant Payment” or “TTP.”

Your prorated rent for the first month is \$\_\_\_\_\_, and is due when you sign the lease. [966.4(b)(1)(ii)]

**5. Utility Allowance Reimbursement.** SHC will pay \$\_\_\_\_\_ per month directly to the utility supplier to offset the cost of your utility use. You agree to pay the utility supplier for any utility use charged in excess of your Utility Allowance Reimbursement.

Your prorated Utility Allowance Reimbursement for the first month is \$\_\_\_\_\_.

**6. Security Deposit.** You will pay \$\_\_\_\_\_ as a security deposit, which is due when you sign the lease. [966.4(b)(5)]

The Security Deposit will be deposited in the following regulated financial institution:

\_\_\_\_\_

\_\_\_\_\_

**7. Services, Utilities, and Appliances.** SHC will provide services, utilities, and appliances as indicated in the chart below. [966.4(a)(iv)]

Service, Utility, or Appliance	Provided	Not Provided
Electricity		
Natural Gas		
Heating Fuel		
Water		
Sewerage		
Trash Collection		
Lawn Care		
Snow Removal		
Cooking Range		
Refrigerator		



## 8. Calculation of Rent.

(A) SHC will determine your rent based on the Housing and Urban Development (“HUD”) rent formula and information reported by you.

(i) You agree to accurately report the information necessary to allow SHC to calculate your rent.

(ii) You agree to comply with all SHC requests for verification, including, but not limited to, signing releases for third-party verifications, presenting documents for review, and providing other forms of verification suitable to SHC.

(B) You must report all changes in income and household composition within 10 business days of the change. SHC will adjust your rent based on the SHC Admission and Continued Occupancy Policy (“ACOP”) and HUD regulations that are in place at the time of the adjustment.

(C) Regardless of whether you report a change under subsection (B), SHC will perform a regular reexamination of your rent to ensure that it remains correct under the ACOP and HUD regulations. The reexamination will take place under the following conditions:

(i) If you pay flat rent, SHC will reexamine your household composition once each year and will reexamine your income and deductions once every three years.

(ii) If you pay income-based rent, SHC will reexamine your income, deductions, and household composition at least once each year. [966.4(c)(1)]

(D) All Household Members who are age 18 and older must participate in the reexamination process, including providing required documentation and being present for the reexamination interview with SHC.

(E) All Household Members who are age 18 and older must certify compliance with the 8 hour per month community service requirement, if applicable. [960.603]

(F) Your rent will not change between regular reexaminations unless the following conditions occur:

(i) SHC discovers that your rent was calculated based on false or incomplete information that you supplied. If SHC discovers that you misrepresented the facts upon which your rent is based so that your rent was less than the rent that you should have been charged, SHC will apply an increase in rent retroactive to the first month following the date the misrepresentation occurred.

(ii) An error was made at admission or reexamination.

(iii) Your household income has been reduced for any reason.

(iv) HUD regulations require an increase.

(v) You can show a change in circumstances, such as job loss, emergency, or medical costs, that justify a reduction in rent under HUD regulations.

(vi) You are paying a flat rent and your income is reduced and you request a change to income-based rent. You may only make a request under this subsection once between annual reexaminations.

(G) SHC will notify you in writing of any rent adjustment. All notices will state when the adjusted rental rate is effective. Rent adjustments are effective as follows:

(i) In the case of rent decreases, the adjustment will become effective on the first day of the month following the date you reported the change.

(ii) In the case of rent increases, the adjustment will become effective on the first day of the second month following the date you reported the change. However, if your rent is increasing because your rent was based on incorrect information that you or a Household Member provided to SHC, the increase will be retroactive as described in subsection 8(F)(i) and the SHC Repayment Policy.

(H) If your anticipated annual income is zero dollars, you must report in person to SHC every 90 days until you establish income. Failure to report to SHC in person every 90 days is a serious violation of a material term of the lease and grounds for termination.

(I) SHC has established a minimum rent of \$50.00.

(J) Under HUD regulations, if your income and the income of applicable Household Members exceeds 120 percent of the Area Median Income, as defined by HUD, for two consecutive years, SHC will have the discretion to either terminate your lease within six months or charge you rent equal to or greater than the applicable fair market rent. [PIH 2019-11]

**9. Payment.** All payments must be made by check, money order, or cashier's check and mailed to Saginaw Housing Commission at P.O. Box 3225, Saginaw, MI 48605-3225. SHC does not accept cash payments.

Failure to pay rent or other money due under the lease is a serious violation of a material term of the lease and grounds for termination.

**10. Application of Payments.** Payments will be applied first to the oldest charge on your account. In the event that two charges are incurred on the same day, payments will be applied to non-rent charges and then to rent charges. Restrictive language on a check or in any communication, including those accompanying a payment, shall not constitute an accord and satisfaction or amend this section.

**11. Charges.** SHC may assess the charges listed in this section, as applicable. Payment for the charge is due 14 days after SHC gives written notice of the charge. [966.5(b)(2)-(4)]

(A) Maintenance Services Charge. SHC will charge you for the cost of maintenance services required to repair damage beyond normal wear and tear in your unit, common areas, or grounds that you, your Household Members, or your guests caused.

Charges for maintenance services will be assessed in accordance with the Standard Charge List posted by SHC. For maintenance services not listed on the Standard Charge List, SHC will assess the actual cost of the labor and materials needed to complete the work.

(B) Excess Utility Usage Charge. SHC may assess a charge for excess utility usage at developments where SHC pays for some or all utilities. This charge does not apply if you pay your utility charges directly to the utility supplier. SHC may assess a charge for excess consumption of water,

based on allowed consumption per unit, to tenants who live at Town and Garden.

(C) Late Payment of Rent Charge. SHC will assess a \$25.00 charge for any rent payment not received within the first 10 days of the month unless SHC provides written authorization to you that states otherwise. You agree that (1) this charge is not a penalty, but represents liquidated damages to defray SHC costs, (2) this charge is reasonable to compensate SHC for additional administrative expenses to collect and process payments received after the due date, (3) that the actual cost to SHC for late payment processing cannot be reasonably calculated for each instance of late payment, and (4) that the actual cost related to this charge cannot be reasonably estimated at the time you enter into the lease. [966.4(b)(3)]

(D) NSF Charge. SHC shall assess a \$35.00 charge for any payment returned for insufficient funds. A Tenant who has submitted a payment that is returned for insufficient funds will be required to make all future payments by money order or cashier's check.

(E) Re-Leasing Charge. You will be charged \$300 to cover SHC's additional maintenance, cleaning, and administrative expenses if you terminate this lease before the end of the first 12-month term. The charge is due when you return your keys to SHC.

## **12. Unit Assignment and Transfer.**

(A) SHC will assign you to a unit based on unit availability and your needs.

(B) You agree to transfer to another unit at your own expense if SHC determines, based on the ACOP, that the size or design of your unit is no longer appropriate for your needs. SHC will notify you in writing if you need to transfer.

(C) You agree to transfer to another unit if SHC determines that it is necessary to rehabilitate or demolish your unit.

(D) If you live in a unit with special features designed to accommodate a tenant who has a disability and you do not have a disability requiring those features, you agree to transfer to another unit if SHC determines that another tenant requires the unit.

(E) You may ask for an explanation of the reasons you are being transferred. You may request a hearing pursuant to the SHC grievance policy if you do not agree. If you do not challenge the transfer or the decision to transfer is upheld after a hearing, you agree to sign a new lease for the newly-assigned unit and to move at your own expense.

(F) Your refusal to transfer units as required by this section will be considered denial of assistance and termination of your tenancy. [966.4(c)(3)-(4)]

**13. Pre-Occupancy Inspection.** You and SHC will inspect the unit prior to when you move in. SHC will provide you with a written statement of the condition of the unit. [966.4(i)]

**14. Defects Hazardous to Life, Health, or Safety.** The provisions of this section apply in the event that your unit is damaged to the extent that it is hazardous to the life, health, or safety of the occupants. [966.4(h)]

(A) You agree to do the following:

(i) You must immediately notify SHC of the damage. [966.4(h)(1)]

(ii) You must immediately notify SHC if you intend to abate rent when damage is not repaired or becomes sufficiently severe that you believe you are justified in abating rent. [966.4(h)(1)]

(iii) You agree to pay full rent, less the abated portion agreed upon by SHC, during the time in which the defect remains uncorrected.

(iv) You agree to accept any replacement unit offered by SHC.

(B) SHC agrees to do the following:

(i) SHC will repair the unit within a reasonable period of time after receiving notice from you. If you, your Household Members, or your guests caused the hazardous condition, the reasonable cost for repairs will be charged to you and will be due within 14 days of notification of the charge. [966.4(h)(2)]

(ii) If necessary repairs cannot be made within a reasonable time, SHC will offer you a replacement unit, if available. SHC is not required to offer you a replacement unit if you,

your Household Members, or guests caused the hazardous condition.

(iii) If SHC is unable to make timely repairs and alternative accommodations are unavailable, your rent shall abate in proportion to the seriousness of the damage and loss in value of the unit. No abatement of rent shall occur if you reject alternative accommodations or if you, your Household Members, or your guests caused the hazardous condition. [966.4(h)(4)]

(iv) If SHC determines that your unit is uninhabitable because of imminent danger to your life, health, or safety and you refuse alternative accommodations, this lease shall be deemed terminated.

[966.4(h)(4)]

**15. Use and Occupancy of Your Unit; Use of SHC Property.**

(A) You and your Household Members have the right to exclusive use and occupancy of your unit for residential purposes only. You must receive written permission from SHC prior to using your unit for any other purpose, including legal profitmaking or housing foster children or live-in aides. [966.4(d)]

(B) You must not assign this lease or sublease your unit. [966.4(f)(1)]

(C) You must not provide accommodations for boarders or lodgers. [966.4(f)(2)]

(D) You must not allow any person who is not approved to live in your unit to use your address as their own mailing address.

(E) You must comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety. [966.4(f)(5)]

(F) You must use all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators in a reasonable manner. [966.4(f)(8)]

(G) You must act, and cause Household Members or guests to act, in a manner that will not disturb other tenants' and nearby residents' peaceful enjoyment of their accommodations, and will be

conducive to maintaining the project in a decent, safe, and sanitary condition. [966.4(f)(11)]

## 16. Utilities.

(A) SHC is not liable for failure to supply utility service for any reason whatsoever unless SHC acted intentionally or negligently in not supplying the utility service.

(B) If applicable, a Utility Allowance Reimbursement will be established to offset utility costs. If your actual utility bill exceeds the Utility Allowance Reimbursement, you agree to pay the excess amount directly to the utility supplier on time.

(C) If your unit is in the **Town & Garden** development, you agree to contract and pay for all utilities except water. You agree to pay the charge for excess consumption of water as provided in section 11(B).

If your unit is in **Scattered Site Housing**, you agree to contract and pay for all utilities.

(D) All utility bills must be in your name(s) or in the name of an adult Household Member who is approved to reside, and that currently resides, in the unit.

(E) If, for any reason, you are unable to maintain sufficient heat, you must notify SHC immediately. You are liable for all damage to SHC property resulting from your failure to maintain sufficient heat. You are not entitled to any rebate of rent for temporary interruption of utility services.

(F) You must maintain utility services in your unit at all times. Failure to maintain utility services for more than 24 hours is a serious violation of a material term of the lease and is grounds for termination.

(G) Tampering with utility metering devices is a serious violation of a material term of the lease and is grounds for termination.

## 17. Criminal Activity.

(A) You, your Household Members, guests, and any other person under your control must not engage in:

(i) Criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants, their guests, SHC employees, or others on SHC property;

(ii) Criminal activity committed after you enter into the lease that, if committed prior to your admission to the public housing program, would render you inadmissible.

(iii) Any drug-related criminal activity either on or off the premises. [966.4(f)(12)]

(B) Violation of this section is a serious violation of a material term of the lease and is grounds for termination.

## 18. No Smoking.

(A) You, your Household Members, and your guests must not use any product that emits smoke or vapors in any manner and in any form in SHC buildings or within 50 feet of an SHC building. This includes, but is not limited to tobacco products such as cigarettes, cigars, pipes, water pipes (hookahs), electronic nicotine delivery systems (ENDS, JUUL, e-cigarettes, etc.), or any other similar product.

(B) You, your Household Members, and your guests, must not use cannabis products, including products used pursuant to the Michigan Medical Marihuana Act or other state law, anywhere on SHC property. Use of cannabis is a crime under federal law and is considered drug-related criminal activity for purposes of this lease.

**19. Alcohol Abuse.** You, your Household Members, and your guests must not abuse or engage in a pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises of other tenants or their guests.

## 20. Housekeeping and Pest Control.

(A) You must keep your unit, appliances, and common areas in a clean and safe condition. SHC has adopted a Housekeeping Standard Policy, which is incorporated by reference in this lease. You must comply with the housekeeping standards set forth in the policy. [966.4(d)(f)(6)]

(B) You agree that SHC may enter your unit after giving you proper notice to verify that you have complied with housekeeping standards.

(C) You, your Household Members, and your guests must not destroy, deface, damage, or remove any part of the unit or SHC property. [966.4(f)(9)]

(D) You must keep all entrances and walkways free from hazards and trash and keep your yard, where applicable, free of debris and litter. SHC will make exceptions to this requirement if you are unable to perform these tasks and have no Household Members to perform these tasks. [966.4(g)]

(E) You must dispose of all ashes, garbage, rubbish and other household waste in a sanitary and safe manner. You must not litter or leave trash in common areas.

(F) You must comply with all pest control activities, policies, and procedures as directed by SHC, including pest control for bed bugs.

DISCLOSURE: Bed bugs have been identified in some apartments. According to the Centers for Disease Control, bed bugs are not known to spread disease.

**You must contact your property manager IMMEDIATELY if you suspect there are any pests or vermin, including bed bugs, in your unit,**

(G) Failure to comply with this section is serious violation of a material term of the lease and grounds for termination.

**21. Fire Prevention Equipment.** You must not disconnect, damage, or otherwise impair the proper operation of fire prevention equipment, including, but not limited to, smoke detectors, sprinklers, fire extinguishers, and fire hoses. Failure to comply with this section is serious violation of a material term of the lease and grounds for termination.

## **22. Parking.**

(A) Vehicles must be properly parked in a designated parking space. Vehicles must be operable and have valid registration. Any vehicle that reasonably appears to be inoperable, does not have valid registration, or appears to be abandoned may be removed from SHC property at the vehicle owner's expense.

(B) No vehicle maintenance may be performed on SHC property.

**23. Pools, Trampolines Prohibited.** Pools and trampolines are prohibited on all SHC property.

## **24. SHC Entry into Unit.**

(A) You must allow SHC to enter your unit during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvement or repairs, or to show your unit for re-leasing. SHC will provide notice of entry at least 48 hours in advance of entry unless you consent to a shorter notice period or a shorter notice period applies under this section.

(B) You agree that SHC may enter your unit without providing advanced notice for the purpose of fulfilling your written or verbal request for maintenance services.

(C) You agree that SHC may enter your unit at any time without advance notice when SHC has reasonable cause to believe that an emergency exists. If you and all adult Household Members are absent from your unit at the time of entry under this subsection, SHC will leave in the unit a written statement specifying the date, time, and purpose of entry prior to leaving the unit. [966.4(j)]

(D) You agree that SHC is not responsible for any fee or charge that you incur as a result of SHC setting off an alarm system when entering your unit.

## **25. Firearms and Other Weapons.**

(A) Firearms and other weapons are prohibited on SHC property except as provided in this section. It is a serious violation of a material term of the lease and grounds for termination if you, your Household Members, or your guests possess a firearm or weapon that does not comply with this section.

(B) You and your Household Members may possess a legal firearm or weapon in your unit if you comply with all state and federal regulations regarding the possession, registration, storage, and use of the firearm or weapon.

(C) Firearms and weapons are not permitted in common areas except as necessary to transport the firearm or weapon to your unit.

**26. Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.** HUD's regulations contained in 24 CFR part 5,

subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking) apply to this lease. Additionally, you may seek to be released from this lease under MCL 554.601b if you have a reasonable apprehension of present danger to you or your child from domestic violence, sexual assault, or stalking.

**27. Modification of the Lease.** This lease, or the policies, rules, and charges that are a part of this lease by attachment or by reference may be modified from time to time by SHC. SHC agrees to give you at least 30 days' written notice of the proposed change and an opportunity to present written comment on the proposed change that shall be taken into consideration by SHC prior to the proposed change becoming effective. A copy of the written notice must be either delivered or mailed to you or posted in at least three 3 conspicuous places within each development, as well as the Management Office, or if none, the Central Office of SHC.

No changes or modification will be effective unless they are in writing, and signed and dated by both you and SHC. However, nothing shall preclude SHC from modifying the lease to take into account revised provisions of law or government actions.

**28. Accommodation of Persons with Disabilities.** A person with disabilities shall for all purposes under this lease be provided reasonable accommodation to the extent necessary to provide such person with an opportunity to use and occupy the unit in a manner equal to that of a person who is not disabled. This paragraph shall constitute notice, as required by 24 CFR 966.7(b), that you may at any time during the term of this lease or any subsequent term, request a reasonable accommodation for yourself or a Household Member with a disability, including a reasonable accommodation so that you can meet lease requirements or other requirements of your tenancy.

**29. Vacating Unit and Returning Security Deposit.**

(A) After you vacate your unit, SHC will perform an inspection, which you may be present for, and will return your security deposit after subtracting the following:

- (i) Rent and other charges that are in arrears.

- (ii) Payment of court costs, expenses, statutory fees, and attorney fees incurred in enforcing the lease or in recovering possession of your unit unless you prevail in such legal action.

- (iii) The actual cost of cleaning or repair of your unit or its equipment.

- (iv) The actual cost of keys not returned to SHC.

[966.4(i)]

(B) SHC will return your security deposit, less any charges, within 30 days, provided that you notify SHC of your forwarding address where you will receive mail. SHC will provide an itemized list of deductions from your security deposit at the time the security deposit is returned to you.

**(C) You must notify SHC in writing within 4 days after you move of a forwarding address where you can be reached and where you will receive mail; otherwise SHC shall be relieved of sending you an itemized list of damages and the penalties adherent to that failure. [MCL 554.604]**

(D) You will be deemed to be in possession of your unit and will continue to owe rent until you return all keys to SHC or SHC determines that you have moved out, abandoned the unit, or have been evicted.

**30. Solicitation, Trespassing, and Exclusion of Non-Residents.** SHC prohibits all solicitation on SHC property without written permission from SHC. SHC reserves the right to exclude non-residents, including guests, who disturb other tenants' peaceful enjoyment of their units or other SHC property, who engage in illegal or other improper behavior, or who threaten personal or SHC property.

**31. Termination.**

(A) SHC may terminate this lease for the following reasons:

- (i) You, your Household Members, or your guests violate a material term of this lease, including, but not limited to, those sections specifically identified as such.

(ii) You are over the income limit for the program as provided in HUD regulations.

(iii) You receive 3 court judgments for non-payment of rent within any twelve-month period.

(iv) You or your Household Members misrepresent your family income, assets, deductions, or family composition.

(v) You fail to supply, in a timely fashion, any certification, release, information, or documentation of family income or composition needed to process annual reexaminations or interim determinations.

(vi) You, your Household Members, or your guests cause serious or repeated damage to your unit or any other SHC property, or create or maintain a physical hazard in your unit or anywhere on SHC property.

(vii) You, your Household Members, or your guests engage in criminal activity as described in section 17.

(viii) You, your Household Members, or your guests cause or maintain a fire or flood on SHC property through carelessness.

(ix) You, your Household Members, or your guests flee to an SHC property to avoid prosecution, custody, or conviction for a crime that is a felony under the laws of the place from which you, your Household Members, or your guests flee.

(x) Other good cause.

(ii) A reasonable time, not exceeding 30 calendar days, considering the seriousness of the situation, in cases involving activity that threatens tenants, SHC employees, or any other person on SHC property's health, safety, or right to peaceful enjoyment of the premises.

(iii) 7 days if you, your Household Members, or your guests cause serious or repeated damage to your unit or you create a physical hazard in your unit or anywhere on SHC property;

(iv) 24 hours if you or your Household Members engage in drug-related criminal activity or violent criminal activity;

(v) 30 calendar days in all other cases.

(D) SHC's notice of termination to you will state the specific reasons for the termination, will inform you of your right to grievance hearing, if applicable, and will inform you of your right to examine SHC documents directly relevant to the termination.

(E) SHC may only evict you by bringing a court action. [966.4(1)(4)]

(F) When SHC evicts a Tenant, SHC will notify the local post office serving that unit that the individual or family is no longer residing in the unit so the post office will no longer deliver mail for those people and they will no longer have a reason to return to the unit. [966.4(1)(5)(ii)]

(G) You agree to pay all court costs, expenses, statutory fees, and attorney fees, as applicable, incurred in enforcing the lease or in recovering possession of the unit, unless you prevail in the court action.

(H) This lease will terminate immediately if you abandon your unit.

### **32. Default and Remedies.**

(A) Your failure to comply with this lease is a default. Upon default, SHC may take any legally permitted action regardless of whether you surrender possession of your unit, including the following:

(i) Bringing a lawsuit for collection of any amount owed to SHC.

(ii) Bringing an eviction proceeding.

[966.4(l)]

(B) You may terminate this lease for any reason by giving 30 calendar days' written notice properly addressed and delivered to SHC.

(C) SHC will give you written notice that it is terminating your lease and seeking to recover possession of your unit as follows:

(i) 14 days if you fail to pay rent or other money due that is charged to your account under this lease;



(iii) Seeking a criminal prosecution, if appropriate.

(iv) Referring your file to a collection agency for collection of any amount due and not paid.

(v) Reporting any amount owed to SHC to a credit bureau.

(vi) Recommending administrative sanctions to HUD.

**33. Grievance Hearing Officer.** All grievance hearings will be conducted in accordance with the SHC Grievance Procedure. One hearing officer, selected by SHC, shall hear the grievance. The hearing officer shall not be the employee or subordinate of the employee that took the adverse action being grieved.

**34. Indemnification.** SHC is not responsible or liable for damages to your personal property as a result of unforeseen circumstances in your unit, in any SHC building, or on any SHC property. You are responsible for obtaining and contracting for your own renters' insurance for the protection of personal property.

**35. Compliance with Policy; Incorporation by Reference.** All properly adopted SHC policies and procedures are incorporated by reference into the lease. You agree to be bound by all SHC policies. SHC will post its policies or will make its policies available to you upon request.

In addition to the other obligations set forth in this lease, SHC agrees to undertake the obligations set forth at 24 CFR 966.4(e). Those obligations are incorporated in this lease by reference.

**36. Entire Agreement.** This lease together with any future adjustment of rent or unit, and any written modifications is the entire agreement between you and SHC.

**37. Waiver.** No delay or failure by SHC in exercising any right under the lease, and no partial or single exercise of any right will constitute a waiver of that or any other right.

**38. Contact in The Event of Tenant's Death.** You may provide SHC with the name, address, and phone number of a person to be contacted in the event of your death.

### **39. Tenant's Household Composition.**

(A) Your household is composed of the individuals listed below who are approved by SHC to live in your unit ("Household Members").

(B) No one else may occupy the unit. No one else may stay in the unit for more than 14 days in any single calendar year without the written permission of SHC.

(C) You must notify SHC of any new Household Members before that individual moves in. SHC must approve new Household Members before the Household Member moves in, except those who are your natural born children, your adopted children, or children who are in your custody by order of a court. SHC must not unreasonably refuse approval to add live-in aides and foster children/adults as Household Members.

(D) You must notify SHC of any deletions of Household Members in writing within 10 business days after that individual moves out.

(E) Under the authority provided in section 6(l)(6)(B) of the United States Housing Act of 1937, as amended [42 U.S.C. §1437d(1)(6)(B)], and notwithstanding any Federal, State, or local law to the contrary, SHC may bifurcate this lease as provided in 24 CFR 5.2009 in order to evict, remove, or terminate the assistance to any individual who is a Tenant or a Household Member under this lease and who engages in criminal acts of physical violence against family members or others. SHC may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is a Tenant or a Household Member under the lease. [966.4(e)(9)]

**40. Household Members**

Name	Relationship	Add or Delete	Tenant Signature	SHC Signature	Date of Change

**41. Signatures.**

**I HAVE READ THE ENTIRE LEASE. I AGREE TO BE BOUND BY THE TERMS OF THE LEASE AND BY ALL SHC POLICIES, PROCEDURES, AND SCHEDULES.**

**Head of Household**

**Co-Head of Household / Spouse**

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Saginaw Housing Commission**

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

