

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

This summary is provided to give you as a resident of *SHA* 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 *SHA*, 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 *SHA*.
3. **RESIDENT'S BENEFICIARY** - This section of your lease informs *SHA* 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 *SHA* to you in your apartment and what equipment you have supplied and been permitted by *SHA* 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 *SHA* 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 *SHA* 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 *SHA*, that will renew every year unless it is terminated by you or *SHA* 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 *SHA* 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 *SHA*, how and when it may be returned to you or others on your behalf, and what type of charges *SHA* 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 *SHA*'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 *SHA* 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 attorneys fees, and the costs of removing, disposing of or storing your household goods if *SHA* is successful in evicting you in court. It also tells you that, under some circumstances you and *SHA* may agree in writing on who will pay rent owed; court costs and attorneys' fees if *SHA* agrees not complete its efforts to evict you from *SHA*, and allows you to continue to lease your apartment at *SHA*.
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 *SHA* 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 *SHA*. This information is to be provided within ten (10) days of when *SHA* 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 *SHA* you must transfer to another size apartment if the number of household members changes, other reasons which will allow *SHA* 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 *SHA* 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, *SHA* will not seek to evict you if you or a member of your household is a victim of domestic violence, as determined by *SHA*.
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 *SHA*. 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 *SHA*.
19. **SHA OBLIGATIONS** - This section tells you all of the things *SHA* must do while you live at *SHA*. You should read all of this section carefully and completely, but pay close attention to the part that says that *SHA* 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 *SHA*'s proposed action.
20. **DEFECTS HAZARDOUS TO LIFE, HEALTH AND SAFETY** - This section tells you that you agree to report to *SHA* any dangerous condition you, your household members or guests may be aware of in your apartment or at *SHA*, that *SHA* 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

SHA 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 *SHA* and placed in your file, that you and *SHA* 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 *SHA* must give for *SHA* 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 *SHA* that you will be away, *SHA* may consider your apartment abandoned. *SHA* may then either 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 *SHA*, 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 *SHA* 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, *SHA* 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 *SHA*, and if there is no remaining adult household member who is eligible and qualified to remain in the apartment, *SHA* will attempt to evict the remaining household members.
25. **SOLICITATION, TRESPASSING AND EXCLUSION OF NON-RESIDENTS** - This section tells you that you give *SHA* the right to keep trespassers and solicitors off *SHA*'s property, and the right to keep non-residents, including your guests or other persons under your control from coming onto *SHA*'s property if they do certain things.
26. **NOTICE PROCEDURES** - This section tells you how to give written notice to *SHA*, and how *SHA* will give notice to you when called for under this lease, that unless you inform *SHA* otherwise all notices will be delivered to your apartment address, and that notices from *SHA* 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 *SHA* 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 *SHA* or law enforcement, violent criminal activity or a felony conviction. It further tells you that you may see the evidence upon which *SHA* bases its termination of your lease, what *SHA* will consider in deciding to evict, and what *SHA* may do after obtaining an eviction. You should read this section carefully and completely, but pay close attention to the part which says that *SHA* 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 *SHA* may pursue eviction.
29. **GRIEVANCE/APPEAL PROCEDURE** - This section tells you that *SHA* has a grievance procedure and where you may find a copy of it.

30. **WAIVER** - This section tells you that if *SHA* delays or fails to exercise any right it has contained herein, that does not mean *SHA* will not exercise it or any other right in the future.
31. **APPROVALS, CONSENTS AND DISCRETION OF SHA** - This section tells you that *SHA* will be reasonable when its approval, consent or discretion is called for under this lease.
32. **RETURNED CHECKS** - This section tells you how much you will be charged by *SHA* if your check is returned unpaid, and what *SHA* may do if that happens.
33. **DISCRIMINATION PROHIBITED** - This section tells you that *SHA* cannot discriminate against you for certain reasons.
34. **PENALTIES FOR SUBMITTING FALSE INFORMATION** - This section tells you what may happen if you give *SHA* false information.
35. **MISCELLANEOUS** - This section tells you other important information you should know about your lease.
36. and 37. These paragraphs are reserved for other sections if they have to be added at a later date.

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 SHA - This attachment tells you all of the rules and regulations adopted by *SHA* from time to time that affect you and the members of your household as you live in your apartment at *SHA*.

PARKING POLICY OF SHA - This attachment tells you all of the rules about parking your car and the cars of others on *SHA*'s property, how to obtain permits to park on *SHA*'s property and what will happen if the policy is violated.

GRIEVANCE PROCEDURE OF SHA - 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 *SHA*, and the time frames in which such grievance shall be considered and responded to by *SHA*.

PET POLICY OF SHA - 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 NOTICE - 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 *SHA*'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