

# SAGINAW HOUSING COMMISSION RESIDENTIAL LEASE AGREEMENT

**NOTICE:** This is a legal document. By signing, you are agreeing to be bound by the terms. You should speak with a lawyer if you have questions.

1. **Parties.** This lease is between the Saginaw Housing Commission (“SHC”) and the following individual(s) (“you” or “Tenant”):  
 a. \_\_\_\_\_  
 b. \_\_\_\_\_

In all cases, references to “you” or “Tenant” shall be a reference to both individuals named above, if applicable, regardless of whether the reference is written in the singular or plural.

2. **Dwelling Unit.** SHC agrees to lease you the unit located at \_\_\_\_\_  
 \_\_\_\_\_

3. **Term and Renewal.** This lease has a 12-month term. You may have to pay charges if you move out within the first 12 months. The lease will automatically renew for another twelve-month term unless the lease is terminated or modified. [966.4(a)(2)(i)]

The lease begins on \_\_\_\_\_.

4. **Rent.** Your rent is \$\_\_\_\_\_ per month, payable in advance. Rent is due on the 1st 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 (“TPP”).

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

9. **Calculation of Rent and Unit Size.**

(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 calendar 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) Even if you do not report a change as required by subsection (B), SHC will perform a regular reexamination of your rent to ensure that it remains correct under the ACOP and HUD rent formula. The reexamination will take place under the following conditions:

(i) For tenants paying flat rent, SHC will reexamine household composition once each year and will reexamine your income and deductions once every three years.

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

(D) All tenants and 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 tenants and 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, medical costs, or a decline in income that would 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 can 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, unless your rent is increasing because your rent was based on incorrect information that you or a Household Member provided to SHC. The increase in rent will be retroactive and will be applied pursuant to the SHC Repayment Policy.

(H) If you have zero income, you must report in person to SHC every 90 days until you establish regular income. Failure to report to SHC in person every 90 days is a material breach of the lease and shall be grounds for termination.

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

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

(K) SHC will assign a unit to you based on availability and your needs. SHC may transfer you to a new unit if SHC determines that the size or

design of the unit is no longer appropriate for your needs. SHC will notify you if you need to transfer. 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 unit and to move at your own expense. Your refusal to transfer units will be considered denial of assistance and termination of your tenancy. [966.4(c)(3)-(4)]

(L) SHC will transfer you to another unit if it is necessary to rehabilitate or demolish your unit.

(M) SHC will transfer a tenant without disabilities who is housed in a unit with special features designed to accommodate a tenant who has a disability if a tenant who has a disability requires the unit.

10. **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 any money due under the lease is a serious violation of the lease and grounds for termination.

Late payment of rent or any money due under the lease more than twice in any 12-month period is a serious violation of the lease and grounds for termination.

11. **Application of Payments.** Payments shall be applied to the oldest charge first. 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 provision.

12. **Charges.** SHC may assess the charges listed in this section, as applicable. Payment for the charge is due 14 days after you receive 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 to tenants who pay their 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. SHC and Tenant 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 the parties 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. SHC incurs additional maintenance, cleaning, and administrative expenses if you terminate this lease before the end of the first 12-month term. SHC will charge you \$300 to cover these additional expenses. The charge is due when you return your keys to SHC. You and SHC agree that this charge is reasonable.

### 13. Utility Policies.

(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 (see section 5), 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 must contract and pay for all utilities except water. You agree to pay the charge for excess consumption of water as provided in section 12(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 names of an adult Household Member who is approved to reside, and currently resides, in the unit. See section 38a for approved Household Members.

(E) If, for any reason, you are unable to maintain sufficient heat, you must notify SHC immediately. You are liable for any and all damage to SHC property resulting from your negligence or failure to provide 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 the lease and is grounds for termination.

(G) Illegal tampering with utility metering devices is a serious violation of the lease and is grounds for termination.

**14. Use and Occupancy of the Unit.** You and your Household Members have the right to exclusive use and occupancy of your unit for residential purposes. 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)]

**15. SHC Obligations.** In addition to the other obligations contained in this lease, SHC agrees to do the following:

(A) To maintain the unit and the development in a decent, safe, and sanitary condition;

(B) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;

(C) To make necessary repairs to your unit;

(D) To keep the development buildings, facilities, and common areas not otherwise assigned to you or another tenant for maintenance and upkeep, in a clean and safe condition;

(E) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied by SHC;

(F) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Tenant) for the deposit of ashes, garbage, rubbish, and other waste removed from your unit by you in accordance with section 17 of the lease;

(G) To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage), except where the building that includes your unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct utility connection;

(H) To notify you of the specific grounds for any proposed adverse action by SHC. Adverse action includes, but is not limited to, a proposed lease termination, transfer to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities;

(i) The following provisions apply when SHC is required to give you the opportunity for a hearing under the SHC Grievance Procedure:

(a) The notice of proposed adverse action must inform you of the right to request a hearing. In the case of a lease termination, a notice of lease termination, in accordance with section 30 of the lease, is adequate notice of proposed adverse action;

(b) In the case of a proposed adverse action other than a proposed lease termination, the SHC will not take the proposed action until the time for you to request a grievance

hearing has expired, and (if a hearing was timely requested by the tenant) the grievance process has been completed.

(I) To consider lease bifurcation in circumstances involving domestic violence, dating violence, sexual assault, or stalking addressed in Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking [24 CFR part 5, subpart L], provided that, if SHC chooses to bifurcate a lease, no assistance will be given for an individual who does not meet public housing eligibility.

[966.4(e)]

**16. Tenant's Household Obligations.** In addition to the other obligations in this lease, you agree to do the following:

- (A) Not to assign the lease or to sublease your unit;
- (B) Not to provide accommodations for boarders or lodgers;
- (C) To abide by SHC policies that are promulgated for the benefit and well-being of the housing development and the tenants;
- (D) To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
- (E) To dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner;
- (F) To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators;
- (G) To refrain from, and to cause the household and guests to refrain from destroying, defacing, damaging, or removing any part of the unit or project;
- (H) To 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;

(I) To assure that you, your Household Members, guests, or any person under your control do not engage in:

- (i) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other tenants and their guests;
- (ii) Any drug-related criminal activity on or off the premises;
- (iii) Use of any product that emits smoke or vapors in any manner and in any form in SHC buildings and on SHC property within 50 feet of an SHC building. This includes, but is not limited to, the following:
  - (a) Tobacco products, including cigarettes, cigars, pipes, water pipes (hookahs), electronic nicotine delivery systems (ENDS, e-cigarettes, etc.), or any other similar product.
  - (b) Cannabis products, including products used pursuant to the Michigan Medical Marihuana Act or other state law.
- (iv) An abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents.

**17. Housekeeping and Pest Control.**

- (a) You must keep your unit, appliances, and common areas in a clean and safe condition. [966.4(d)(f)] This includes keeping front and rear entrances and walkways free from hazards and trash and keeping the yard free of debris and litter. SHC will make exceptions to this requirement for tenants who are unable to perform these tasks and have no Household Members to perform these tasks. [966.4(g)]
- (b) You must dispose of all garbage and other household waste in a sanitary and safe manner. You must not litter or leave trash in common areas.
- (c) You must comply with all pest control activities, policies, and procedures as directed by SHC.
- (d) Failure to maintain housekeeping standards and to follow pest control measures as required by this section is serious violation of the lease and grounds for termination.

**18. 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. This is a serious violation of the lease and grounds for termination.

**19. Parking.** 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.

No vehicle maintenance may be performed on SHC property.

**20. 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. Unless you consent to a shorter notice period, SHC will provide notice of entry at least 48 hours in advance of entry.

(B) SHC can immediately enter your unit if you make a written or verbal request for maintenance services for the purpose of fulfilling your request.

(C) SHC can enter your unit at any time without advance notification when there is 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, 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) 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.

**21. 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) SHC is responsible for the following:

(i) Repairing the unit within a reasonable period of time after receiving notice from you. If you,

your Household Members, or your guests caused the damage, 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. It is a serious violation of the lease term if you, your Household Members, or your guests caused the hazardous condition and shall be grounds for termination. [966.4(h)(4)]

(iii) In the event SHC, as described above, cannot make repairs and alternative accommodations are unavailable, then 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're your Household Members, or your guests caused the hazardous conditions. [966.4(h)(4)]

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

**(B) Tenant Responsibilities:**

(i) You must immediately notify SHC of the damage and your intent to abate rent when damage is not repaired or becomes sufficiently severe that you believe you're justified in abating rent. [966.4(h)(1)]

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

(iii) You must accept any replacement unit offered by SHC.

**22. Firearms.** To protect the health, safety, and welfare of Tenants and their guests, Tenants who possess firearms must comply with state and federal law. However, firearms are not permitted in common areas except as necessary to transport legal firearms to Tenant's Unit.

Possession of a firearm that does not comply with this section is a serious violation of the lease and grounds for termination.

**23. 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.

**24. Bifurcation of Lease.** 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)]

**25. Modification of the Lease.** All policies, rules, and charges which are a part of this lease by attachment or by reference may be modified from time to time by SHC, provided SHC gives at least a 30 calendar day written notice to Tenant, setting forth the opportunity to present written comment that shall be taken into consideration by SHC prior to the proposed modification becoming effective. A copy of such notice shall be either delivered or mailed to each Tenant or posted in at least three 3 conspicuous places within each structure or building, as well as the Management Office, or if none, the Central Office of SHC.

No changes herein shall be made except those in writing, and signed and dated by both parties. However, nothing shall preclude SHC from modifying the Lease to take into account revised provisions of law or government actions.

**26. 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 sec. 966.7(b), that

Tenant may at any time during the term or any renewal hereof request reasonable accommodation of a Household Member with a disability, including reasonable accommodation so that Tenant can meet Lease requirements or other requirements of tenancy.

**27. 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]**

**28. 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 residents' peaceful enjoyment of their units or other SHC property, who engage in illegal or other improper behavior, or who threaten personal or SHC property.

29. **SHC Termination.** SHC may terminate this lease for the following reasons:

(A) You, your Household Members, or your guests act or fail to act in a way that is a serious or repeated violation of material terms of the lease.

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

(C) You receive 3 court judgments for non-payment of rent within a consecutive twelve-month period.

(D) You misrepresent your family income, assets, deductions or family composition.

(E) 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.

(F) You, your Household Members, or your guests cause serious or repeated damage to the dwelling unit, or create physical hazards in the unit, common areas, grounds or parking areas of any development site.

(G) You, your Household Members, or your guests engage in criminal activity. This includes criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants, or any drug-related criminal activity.

(H) You, your Household Members, or your guests possess illegal weapons or illegal drugs in an SHC unit.

(I) You, your Household Members, or your guests cause a fire on SHC property through carelessness or unattended cooking.

(J) You, you Household Members, or your guests cause a flood on SHC property.

(K) You flee to avoid prosecution, custody, or conviction for a crime that is a felony under the laws of the place from which you flee; assisting Household Member in same; or violating a condition of probation or parole imposed under State or Federal Law.

(L) Other good cause.

[966.4(l)]

### 30. **Notice of Termination.**

(A) SHC will give you written notice of the termination of the lease as follows:

(i) 14 days in the case of failure to pay rent;

(ii) A reasonable time, but not to exceed 30 calendar days, considering the seriousness of the situation, when the health and safety of other tenants or SHC staff is threatened;

(iii) 7 days in the case of creation or maintenance of a threat to the health, safety and security of other residents, guests, SHC employees, or persons residing in the immediate vicinity of the premises;

(iv) 24 hours if any member of the household has engaged in any drug-related criminal activity or violent criminal activity;

(v) 30 calendar days in any other case.

(B) SHC's notice of termination to you will state specific reasons for the termination; will inform you of your right to reply and your right to examine SHC documents directly relevant to the termination and/or eviction.

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

(D) Tenant may terminate this Lease at any time by giving thirty (30) calendar days written notice properly addressed and delivered to SHC.

(E) 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)]

(F) 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.

(G) The lease will terminate if you abandon your unit.

31. **Default and Remedies.** You agree to be bound by the terms of the lease. It is a default if you fail to



comply with any part of the lease. If you default, SHC may take any legally permitted action, including the following:

(A) Bringing a civil suit for collection of any amount that may be owed to the SHC in the form of rent, utility surcharges, or for damage to its property;

(B) Bringing an eviction proceeding;

(C) Seeking a criminal prosecution, if appropriate;

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

(E) Reporting any amount due by you to SHC to a credit bureau.

(F) Recommending administrative sanctions by HUD.

**32. Grievance Hearing Officer.** All grievance hearings conducted pursuant to the SHC Grievance Procedure will be heard by one hearing officer. The hearing officer will be selected by SHC. The hearing officer must not be the employee or subordinate of the employee that took the adverse action being grieved.

**33. 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.

**34. 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.

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

**36. 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.

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

**38. Tenant's Household Composition.** Your household is composed of the individuals listed below who are approved by SHC to live in Tenant's unit ("Household Members").

You are responsible for ensuring that your Household Members comply with all applicable provisions of this lease.

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.

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.

You must notify SHC of any deletions of Household Members in writing within 5 business days after that individual moves out.

[This space intentionally left blank.]

**38a. Household Members**

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

**39. Signatures.**

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

**Tenant A**

**Tenant B**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Saginaw Housing Commission**

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

\_\_\_\_\_  
Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

