



## **NORTHAMPTON TEENHOUSING OCCUPANCY AGREEMENT**

### **SECTION I. DESCRIPTION OF THE PARTIES AND THE LEASED PREMISES**

11A Hatfield St., Northampton, MA 01060 Apartments, are owned and managed by **Franklin County DIAL/SELF, Inc.** ("Management").

Management leases to \_\_\_\_\_ ("Resident")

11 Hatfield St, Northampton, MA 01060 Apartment # \_\_\_\_\_, (the "Apartment") with 1 bedroom

Beginning \_\_\_\_\_, \_\_\_\_\_ until termination as provided herein.

No other person may occupy the leased premises overnight without written consent from management. The words "overnight" and "nights," as used in this lease include daylight hours if the person regularly sleeps during the day rather than at night. In addition no person may stay overnight more than 21 days in a calendar year

### **SECTION II. RENT**

#### **(A) RENT**

Resident shall pay the monthly rent of \$529 to Management (payable to "DIAL/SELF") in advance on or before the first (1st) day of each month beginning \_\_\_\_\_. Rent for any fraction of a month of occupancy at the beginning or end of the term will be charged on a pro rata basis. The monthly rent will remain in effect until a new monthly rent is determined and put into effect by Management. During the term of this lease Management shall accept as rent all payments that the Resident designates as rent. The acceptance of such rental payments by the Management shall not constitute a waiver of payment for any other amounts due or of any other past, present, or future obligation under this lease. Following termination of this lease, if Resident fails to vacate forthwith, Resident shall pay the monthly amount of rent for use and occupancy. Payments for such use and occupancy shall be made in advance and shall continue until Resident vacates or is otherwise dispossessed.

#### **(B) NONPAYMENT OF RENT - DELINQUENCY AND LEASE TERMINATION NOTICE**

In the event that Resident shall fail to pay all or any part of the rent within five (5) Business days of its due date, rent will be declared delinquent and a Notice to Quit for non-payment will be issued by Management.

#### **(C) RENT ADJUSTMENTS**

Resident acknowledges that 11 Hatfield Street Apartments are operated pursuant to the requirements of the several affordable rental-housing programs ("the Programs") and an Affordable Housing Restriction ("the Restriction"). The Restriction provide for a specific maximum monthly Resident rent which is subject to annual adjustment, and requires that all of the units be leased to "Eligible Households." Eligible Households must be homeless or at risk of homelessness, and must meet certain income limitations at initial occupancy.

The amount of the monthly rental obligation due under this agreement may be changed by the Management at any time during the term of this Agreement based upon any of the following reasons: (a) a change in the basic rent schedule; (b) a change in household income or other factors considered in calculating resident's rent in accordance with the Programs or HUD or state established subsidy rules and regulations, whichever is applicable; (c) an adjustment of any applicable utility allowance; (d) the exclusion of a utility cost previously





included as part of Resident's rent; (e) changes in rules of any subsidy program pursuant to which Resident is being assisted; (f) failure of the Resident to provide information as to the Resident's income, or other factors as required by Management; and (g) termination of the subsidy program under which the Resident is being assisted, if applicable. Resident agrees to be bound by and to pay any such rent change. Management agrees to give thirty (30) days prior written notice of any such rental change to the Resident, which notice shall be accompanied by an addendum to be made a part of this agreement stating the new amount of Resident's rent. Any such rent change shall become effective on the date stated in the thirty (30) day notice of rent change. In the event of any change in the rent, Resident may terminate this Agreement and not be bound by any such change by giving a written notice of termination to the Management within ten (10) days after Management's notice is sent to Resident. Such termination shall be effective thirty (30) days after the date that the rent change was to become effective as stated in the rent adjustment notice.

#### **(D) TERM OF AGREEMENT**

This Agreement is for a term of 3 months, commencing on the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and, unless terminated as hereinafter provided, will automatically be renewed for successive terms of 3 months each at the end of the initial term. The Resident may terminate this Agreement at the end of the initial term or at the end of any successive term by giving at least thirty (30) days written notice in advance to the Management. Except for conditions described in Paragraphs H (7) and (8), Management may terminate this Agreement at the end of the initial term or at the end of any successive term by giving at least thirty (30) days written notice in advance to the Resident. In the event Management, because of conditions beyond its control, is not able to deliver the Apartment to Resident within thirty (30) days from the time called for herein, either party has the right to terminate this Agreement by written notice to the other party, in which case any payment made by Resident shall be refunded and this Agreement shall terminate without any liability by either party to the other.

#### **(E) SECURITY DEPOSIT**

1. Management acknowledges that coming up with a security deposit in advance of tenancy can be difficult for the Residents renting units in this building.
2. Instead of an advance security deposit, Management may conduct apartment condition inspections on an as needed basis, with 24 hours notice except in the case of an apparent emergency, to determine if any damages to the apartment have occurred. If changes in the condition of the apartment, excluding normal wear and tear, require repairs, then the Resident will be issued a bill for damages that will be payable within 30 days from the date of the bill.
3. Failure to pay damage bills will be grounds for termination of this agreement. Further remedies may be sought for Management to be paid by the Resident for any delinquent damage bills.

#### **(F) INSPECTIONS**

1. Management and Resident, within ten (10) days after commencement of tenancy, shall inspect the Apartment as to its then-current condition. The Management shall furnish a written description of the Apartment indicating the then-current condition including any damage thereto. Resident shall, within (15) days of receipt of such statement or the date Resident moves in, sign it and return it to Management indicating agreement or listing any damage not stated in the description furnished by Management. Resident agrees that at the end of the occupancy hereunder, Resident shall deliver up and surrender the Apartment to Management in as good condition as when received, reasonable wear and tear excepted.
2. Prior to Resident's moving out, Management shall conduct with Resident a final inspection of the Apartment. At that inspection Management shall determine any need for repairs or redecorating properly chargeable to Resident. A written statement specifying the damage found shall be prepared at that time, and a copy provided to Resident. If Resident moves out without notice or fails or refuses to participate in the inspection, the





inspection need not be carried out in Resident's presence, but a written statement specifying the damage found, the corrective action taken and the cost shall still be provided to Resident in the form of a final damages bill.

### **(G) RESIDENT AGREEMENTS**

Resident agrees:

1. To pay rent on or before the first day of each month except as modified by Paragraph H (3). It is understood that repeated late payment of rent constitutes a breach of this Agreement sufficient to justify its termination.
2. To live in a peaceful way respecting the rights of other residents to comfort, safety, privacy, security, and peaceful enjoyment and to refrain from all acts which would interfere with such rights.
3. To maintain the Apartment in a clean condition; to use all appliances, fixtures, and equipment in a safe manner and only for the purposes for which they are intended; not to litter, destroy, deface, damage, or remove any part of the Apartment, common areas, or grounds.
4. To refrain from smoking in the Apartment or on the owner's property. Failure to abide by this paragraph may result in immediate eviction without prior notice and forfeiture of all prepaid rent.
5. To pay amounts due for repairs for property damage, caused by the intentional or negligent conduct of Resident or guests, upon receipt of a bill from Management. The written bill sent to Resident shall include the items of damage, the corrective action taken and the cost thereof.
6. To report promptly to Management all maintenance problems and damage to the Apartment or any defect or malfunction of the equipment, fixtures or finishes of the Apartment. The Resident shall not, under any circumstances, undertake any repair of such items.
7. Not to assign or sublet the Apartment, or permit occupancy in the Apartment by anyone other than the Resident.
8. Not to paint, decorate or otherwise embellish or change or make any additions or alterations to the Apartment or to any appliances, fixtures, or equipment, without the prior written consent of Management.
9. Not to install washing machines, dryers, air conditioners, antennas, or other like appliances or equipment without the prior written consent of Management. Waterbeds are not permitted.
10. Not to change, alter or replace locks or add new locks.
11. To use the Apartment for a private dwelling and for no other purpose.
12. To allow Management to enter the Apartment at reasonable times with adequate notice to make repairs or improvements thereto, to make preventive maintenance inspections, condition inspections, or to show the Apartment to prospective Residents or to representatives of lenders, investors, the Commonwealth of Massachusetts or other public agencies and in case of emergency, to allow Management to enter immediately.
13. Not to maintain pets.
14. Not to create, or allow to be created by Resident's , relatives, guests, invitees or agents, any disruptive, noisy or otherwise offensive use of the Apartment or the Development.
15. Not to commit any disturbance or nuisance, private or public;
16. Not to obstruct free use or access of common areas.
17. Not to engage in, or allow to be engaged in by Resident's relatives, guests, invitees or agents, any unlawful acts or any unlawful use of the Apartment or common areas such acts or use to include but not be limited to the sale, use, distribution, manufacture, storage or possession of illegal firearms, illegal drugs or other controlled substances or the commission of acts that cause or threaten to cause physical harm or hazardous conditions to others.
18. To actively and properly supervise Resident's relatives, guests and invitees and to be held fully accountable and responsible under this Agreement for their actions and conduct with respect to the Apartment, the common areas and other residents, as if such actions and conduct were the Resident's own.
19. To comply with the rules, regulations and guidelines pertaining to Residents under the DIAL/SELF programs and any subsidy program through which the Resident is being assisted.





20. To live in the Apartment and to use the Apartment as the Resident's only place of residence.
21. To obey the rules and regulations of the property owner.
22. To be solely responsible for insuring the personal property, including vehicles, of the Resident in the Development. The Resident hereby acknowledges that all personal property in or about the Apartment or any other part of the Development shall be at the sole risk of the Resident, subject to the provisions of applicable law. Neither Management nor the Management Agent shall be liable for property of any kind which may be lost or stolen, damaged or destroyed by fire, water, steam or by any other cause whatsoever, while in the Apartment or in any storage space in the Development or elsewhere on or about the Development or for any personal injury unless caused by the negligence or other misconduct of Management. The Resident acknowledges that neither Management nor the Management Agent provides insurance for Resident's personal property.
23. To maintain and keep the smoke and carbon monoxide detectors in the Apartment operational at all times and to keep circuit breakers in the "on" position and batteries in place at all times. Should the Resident disconnect the smoke or carbon monoxide detector, Management assumes no responsibility for any resulting damage. Resident will notify Management immediately if Resident finds that a smoke or carbon monoxide detector is not functioning.
24. To maintain a thermostat temperature no lower than 64F and no higher than 74F.
25. To not possess or utilize illegal substances (including alcohol if under the age of 21). If over the age of 21, to not possess or utilize alcohol in any public area of the building or property, or in the presence of anyone under 21, and to not appear in any public area of the building or property while under the influence of alcohol.
26. To register with the ACT Volunteer Center (a DIAL/SELF program) and to perform at least 2 hours per month of community service at ACT approved locations, and to submit paperwork to ACT to prove completion of those hours monthly.
27. To participate in 1 to 4 hours per month of DIAL/SELF, or other agency sponsored, educational and social service programs.
28. To not have any more than 3 guests at one time on the property without written permission from Management.
29. To utilize only the parking space designated by Management, and to move vehicle as needed to accommodate snow plowing and building repairs.

### **(H) MANAGEMENT AGREEMENTS**

Management agrees:

1. To maintain the Development (including the common areas), the Apartment and the equipment serving the Apartment in good condition and in compliance with the State Sanitary Code and all other applicable laws, rules and regulations of agencies of competent jurisdiction.
2. Without limiting the foregoing, to repair all defects, as promptly as possible, after receipt of notice from Resident.
3. To allow Resident, for good cause shown, including the timing of welfare or benefit payments, to pay portions of rent more frequently than once monthly in accordance with the scheduled receipt of such welfare or benefit payments.
4. To enter the Apartment only for the purposes of (i) showing the Apartment to prospective applicants for housing or to representatives of lenders, investors, the Commonwealth or appropriate public agencies, (ii) making repairs or improvements, (iii) extermination, or (iv) preventative maintenance and/or condition inspections. Management shall enter the Apartment only after giving reasonable notice, at least 24 hours, to Resident and at a reasonable time, provided that Management may enter immediately and at any time if Management believes that an emergency exists. Management must always give prompt notice within 24 hours to Resident of the date, time and nature of the emergency which necessitated entry if Resident was not at home





- at the time of entry. In the event of Resident absence at the time of entry, Management will leave a notice of entry with the date and time of entry.
5. To give Resident not less than thirty (30) days written notice prior to terminating this Agreement for nonpayment of rent or for violation of Paragraph G( 17).
  6. To give Resident not less than thirty (30) days written notice prior to termination of this Agreement for reasons other than nonpayment of rent or violation of Paragraph G(17).
  7. To give any and all notices of termination in clear and understandable terms, including the following:
    - (a) The specific date this Agreement will be terminated.
    - (b) A full statement of the reason(s) for the action, including reference to the alleged violation(s) of this Agreement and the alleged facts upon which the action is based;
    - (c) A statement that if a Resident is considered disabled under applicable state or federal law that the Resident may have a right to a reasonable accommodation to resolve violations if such violations were a result of any such disability;
    - (d) A statement that the Resident has the right to discuss the proposed termination of tenancy with Management at any time prior to the termination date set in the notice;
    - (e) A statement that if Resident remains in the Apartment after the date specified as the termination date of this Agreement, eviction will occur only after judicial action at which time the Resident may present a defense.
  8. To terminate this Agreement or evict Resident for no reason other than the following:
    - (a) nonpayment of rent;
    - (b) other material noncompliance with this Agreement, which term shall include (i) one or more substantial violations of this Agreement; (ii) repeated minor violations of this Agreement that (w) disrupt the livability of the Development, (x) adversely affect the health or safety of any person or the right of any resident to the quiet enjoyment of the Development and related facilities, (y) interfere with the management of the Development, or (z) have an adverse financial effect on the Development; (iii) failure of the Resident to timely supply all required information on the income and composition or eligibility factors of the Resident's household (including, but not limited to, failure to meet the disclosure and verification requirements for Social Security numbers or failure to sign and submit consent forms for obtaining wage and claim information from state unemployment agencies); and (iv) failure to provide information needed to determine whether the Resident's household is an Eligible Household under the Programs, or to knowingly provide incomplete or inaccurate information.
    - (c) other good cause, provided Management has given Resident thirty (30) days prior notice that the conduct constitutes a basis for termination of the tenancy. Other good cause shall include, but not be limited to, any civil or criminal breach of the peace which occurs within the Apartment or Development; substantial repeated or intentional interference with the rights of other residents and/or staff; use of the Apartment for unlawful purposes; permitting unauthorized persons to live in the Apartment; repeated late payment of rent; and the Resident's refusal to accept Management's proposed changes to this Agreement.
  9. Not to interfere with Resident's right to organize and join a Resident organization.
  10. To impose no fees, penalties, costs or other charges on Resident except those specifically provided for in this Agreement or in the rules and regulations for the Development.
  11. Not to discriminate against Resident in the provision of services, or in any other manner, on grounds of race, color, sexual orientation, creed, religion, sex, handicap, disability, or national origin, membership in a class such as unmarried parents or recipients of public assistance, or because there are children in the family.
  12. To pay for electricity, heat, hot water, water and sewer for the Apartment.



## **(I) ANNUAL RECERTIFICATIONS AND INTERIM RECERTIFICATIONS FOR ELIGIBLE HOUSEHOLDS**

### **1. Annual Re-certifications**

a) Resident agrees to complete and file with Management each year a recertification form providing accurate information as to household income, employment and composition. Resident must return the completed form within thirty (30) days after receipt of the form. Handicapped or otherwise disabled persons may complete this process via mail or home visit and will not be required to physically present themselves at Management's offices. Resident further agrees to furnish to Management such additional information or documentation as is needed by Management to verify information on the recertification form. Management shall then determine, on the basis of such information, whether Resident's rent should be changed, and whether Resident's apartment size is still appropriate for Resident's needs. Resident agrees to pay any resulting rent adjustment when an adjustment is warranted by such recertification. Resident further agrees to accept an apartment unit with special quality of accessibility, and if recertification indicates the current Apartment no longer is appropriate for the Resident's needs. Resident also agrees to move from an accessible unit if Resident is not disabled/handicapped if another unit is available, and a disabled/handicapped applicant or tenant needs that unit.

b) If Resident does not submit the required recertification information by the date specified in Management's request, Management may: (i) require Resident, effective the first rent period commencing after the end of the thirty (30) day recertification notice period, to pay the approved market rent established for occupants whose rents are neither restricted nor subsidized by an affordability program. The "approved market rent" shall be the greater of the achievable market rent or the HUD Contract Rent for Section 8 Certificate holders, or the maximum allowable rent for the Programs; (ii) implement any increase in rent resulting from the recertification process without providing the thirty (30) day notice that otherwise may be required by Paragraph C; or (iii) terminate the Resident's tenancy for failure to recertify.

2. Request for Meeting. The Resident may request to meet with Management to discuss any change in rent or assistance payment resulting from the recertification process. If Resident requests such a meeting, Management agrees to meet with Resident and to discuss how Resident's rent and assistance payment, if any, were computed.

3. Penalties. If Resident knowingly fails to report or falsely reports information on any application or recertification, including family composition or other data on which Resident's eligibility or rent is determined, and as a result is charged a rent less than the amount required by applicable Program rules, Resident agrees to reimburse Management for the difference between the rent that should have been paid and the rent that was charged. In addition, Resident may be subject to eviction because of material non-compliance with this Agreement and subject to penalties under federal and/or state law, which can involve fines and/or imprisonment. Resident is not required to reimburse Management for undercharges caused solely by Management's failure to follow applicable procedures for computing rent or assistance payments.

## **(J) SIZE AND TYPE OF APARTMENT**

Resident acknowledges that Management is required to assign apartments with handicapped accessibility features to those in need of such features. If, in the judgment of Management, Resident does not need the Apartment's special accessibility features, and another unit becomes available, Resident agrees to:

1. Move within thirty (30) days after Management notifies her/him that another apartment is available within the Development. If the Apartment is an accessible apartment, acknowledge that failure to accept the alternative Apartment offered will constitute grounds for eviction as material non-compliance with this Agreement.





## **(K) GENERAL PROVISIONS**

The above are the important terms governing the relationship between Management and Resident. Other terms consistent with this Agreement may be contained in the approved rules and regulations for the Development. Copies of the current rules and regulations are attached hereto.

1. If the whole or any substantial part of the Apartment, shall during the term of this Agreement, be destroyed by fire or other disaster, then: (a) If Management or Resident choose, this Agreement shall terminate by notice to the other party; or (b) If neither Management nor Resident terminates this Agreement, then a just portion of the rent to be determined by Management shall be abated until the Apartment is restored and suitable for occupation. A notice of termination under this Paragraph shall cause this Agreement to terminate on the last day of the month in which the notice is given.
2. Management may, with the prior approval of the Program, change any or all terms and conditions of this Agreement effective at the end of the initial term or at any time during a successive term, by serving an appropriate notice on Resident together with the offer of a revised agreement or an addendum revising this Agreement. This notice and offer must be given to Resident at least (60) days prior to the effective date of the change. Resident must, within ten (10) days after receipt of such notice, either accept the modified terms and conditions by executing the offered revised agreement or addendum, or reject the modified terms and conditions by giving Management written notice in accordance with this Agreement that Resident intends to terminate the tenancy. Such termination shall be effective as of the date upon which the modification was to become effective as stated in the modification notice. Failure of Resident to execute the modification or to terminate his or her tenancy shall be grounds for eviction.
3. If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, the remainder of this Agreement and the application of this Agreement to other persons or circumstances shall not be affected.
4. Notices required by this Agreement shall be deemed to be properly given:
  - a) To Management if mailed by registered or certified mail to Management at the address indicated in Paragraph M or at such other address as Management may designate in writing or if delivered in hand to the property manager of the Development but not to any resident superintendent or maintenance personnel.
  - b) To Resident, if mailed to Resident by first-class mail addressed to the Resident at the Apartment or personally delivered to the Apartment. Notice by Management of termination of this Agreement shall be given (i) by mail, addressed to Resident at the Apartment and (ii) by delivery of a copy of the notice to any adult person answering the door at the Apartment or, if no adult responds, by placing the notice under or through the door to the Apartment, or by affixing the notice to the door if the notice cannot be placed under or through the door of the Apartment. Residents with disabilities who have made a written request to Management that notices be given in an alternative format, such as large print or tape, or have requested that notices be sent to their representatives, shall not be considered to have received notice unless the requested instructions have been followed.
5. This Agreement is subordinate to and the rights of all parties shall be subject to all state or federal interest reduction contracts; all Section 8 contracts; all statutes, rules and regulations of the Programs; and other rules and regulations of applicable federal, state or other governmental bodies. In the event of any conflict or inconsistency, the provisions and conditions of such agreements, contracts, statutes, rules and regulations and amendments thereto shall take precedence over this Agreement.
6. The waiver of any breach of a term, condition, promise, or obligation contained in this Agreement by either Resident or Management shall not be considered to be a waiver of that or any other term, condition, promise or obligation, or of any subsequent breach thereof.





**(L) APPROVED OCCUPANTS**

Resident agrees and certifies by signing this Agreement that only the person named in Section 1 of this agreement shall be resident-in-occupancy of the Apartment, and that Resident shall not (i) assign this Agreement, (ii) sublet the Apartment, (iii) give permanent accommodation to any roomers, lodgers, or other persons not listed in this Agreement or (iv) permit the use of the Apartment for any purposes other than as a private dwelling solely for the resident-in-occupancy:

**(M) RESIDENT'S TELEPHONE NUMBERS**

Resident shall provide Management with the telephone number at which Resident can be reached at home and work, if applicable. Any change in these telephone numbers must be promptly reported.

Home Telephone \_\_\_\_\_ Work Telephone \_\_\_\_\_

Resident shall provide Management with the telephone number of a party not living with Resident who can be called in case of an emergency.

Name of Person \_\_\_\_\_

Telephone Number \_\_\_\_\_

**(N) MANAGEMENT/AGENT ADDRESS AND TELEPHONE**

The present address and telephone number of the Owner is:

**Franklin County DIAL/SELF, Inc.**  
**196 Federal Street**  
**Greenfield, MA 01301**  
**413-774-7054**

The present address and telephone number of Management Agent is:

**Franklin County DIAL/SELF, Inc.**  
**196 Federal Street**  
**Greenfield, MA 01301**  
**413-774-7054**

Having read and understood the above, Management and Resident sign this Occupancy Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

\_\_\_\_\_  
Management

\_\_\_\_\_  
Resident

