



Governmental entity or private nonprofit except homeless

APPENDIX 31

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
PROPERTY DISPOSITION PROGRAM

LEASE

This agreement, made in quadruplicate, this _____ day of _____, 19____ between the Secretary of Housing and Urban Development, acting under the provisions of the National Housing Act, as amended, as LANDLORD, and

as TENANT

WITNESSETH

That the LANDLORD leases to the TENANT, and the TENANT, hereof from the LANDLORD, premises identified by address as attached hereto, which is made a part hereof for the term and at the rates stipulated therein.

Said rent shall be payable at the office of _____
(Name of Area Manager)

_____ (Address of Rental Office)

or to such other person and at such other place as the LANDLORD shall, from time to time, by writ

The agreed rental includes services and equipment as specified hereinafter, with the express unders, such services or temporary mechanical failure of such equipment shall give TENANT no claim for dam

1. The TENANT for itself, its successors, and assigns, agrees as follows: (a) to pay the rent herein stated promptly when due, without any deductions whatsoever and without any obligation on the part of the LANDLORD to make any demand for the same, (b) to pay all charges for utilities, except as noted hereinafter, as they become due, (c) to use the premises for no unlawful purposes, but to occupy the same only as a dwelling, (d) not to assign this lease in whole or in part without the written consent or approval of the LANDLORD but the premises may be subleased to SUBLESSEES by TENANT without the consent or approval of the LANDLORD, (e) to keep the premises in a clean and sanitary condition, and to comply with all laws, health and police requirements, with respect to said premises and appurtenances, and to save the LANDLORD harmless from all fines, penalties, and costs for violation or noncompliance with any of said laws, regulations, or requirements, and from all liability arising out of any such violation or noncompliance, (f) not to use said premises for any purposes deemed hazardous by LANDLORD, (g) that if any damage to the property shall be caused by the acts or neglect of the TENANT or SUBLESSEE, the TENANT shall forthwith repair such damage at his own expense, and should the TENANT fail or refuse to make such repairs within a reasonable time after the occurrence of such damage, the LANDLORD may at his option make such repairs and charge the cost thereof to the TENANT and the TENANT shall thereupon reimburse the LANDLORD for the total cost of all damages so caused; (h) after receipt of notice, to permit the LANDLORD, or his agents, to post "FOR RENT" and "FOR SALE" signs and to exhibit the premises to prospective purchasers or tenants at reasonable hours during a 60-day period prior to the expiration of this lease, (i) to permit the LANDLORD to enter the premises for the purpose of making reasonable inspections and repairs, and, (j) that this lease shall be subject and subordinate to the lien of any mortgage or mortgages which may be placed upon said premises by the LANDLORD, his successors or assigns, at any time.

2. The LANDLORD states that these premises are structurally sound including roofs and foundations and have electrical heating and plumbing systems in operating condition. The TENANT in the execution of this agreement admits that the premises are as stated and are in a tenable condition and agrees that at the end of said term to deliver up and surrender said premises to the LANDLORD in as good condition as when received, reasonable wear and tear thereof excepted.

3. The TENANT agrees to assume the responsibility for services including routine maintenance and complaint service calls, lawn and yard maintenance, trash removal and other such services, concurrent with the effective date of this lease.

(Formerly FHA-2372 LMA)

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(MB 4310.5)

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4. It is further agreed that the LANDLORD will make all repairs of major structural or systems failures to said property except repairs necessary to be made which are caused by the acts or neglect of the TENANT or SUBLESSEE provided, however, that the determination of whether structural or systems failures are major, or whether such failures were caused by the acts or neglect of the TENANT or SUBLESSEE, shall be solely that of the LANDLORD. LANDLORD will be responsible for taxes and assessments as they become due. No alteration, addition, or improvements shall be made in or to the premises without the consent of the LANDLORD in writing, and all alterations and improvements made by the TENANT or SUBLESSEE shall belong to the LANDLORD.

5. The TENANT further agrees that if he should fail to pay the rent herein stipulated promptly when due or should the TENANT or SUBLESSEE fail to comply with any and all other provisions of this agreement, then in any of said cases, it shall be lawful for the LANDLORD at his election or option, to give notice to the TENANT of LANDLORD'S intention to reenter and take possession. Upon such notice, it is incumbent upon TENANT to ensure that the SUBLESSEE is removed from the premises and will bear all expenses necessary to this accomplishment. Thereupon, this demise shall absolutely terminate, however, nothing in this agreement shall constitute or be construed as a waiver or relinquishment of any right accruing to the LANDLORD under this agreement by virtue of law.

6. All goods and chattels placed or stored in or about the premises are at the risk of the TENANT.

7. The failure of the LANDLORD to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained or any of them, shall not constitute or be construed as a waiver or relinquishment of the LANDLORD'S right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

8. The TENANT warrants that no person or agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the TENANT for the purpose of securing business. For breach or violation of this warranty the LANDLORD shall have the right to annul this lease without liability or in its discretion to require the TENANT to pay, in addition to the rentals and other amounts payable hereunder, the full amount of such commission, percentage, brokerage, or contingent fee.

9. The TENANT agrees to carry, for the benefit of the LANDLORD, landlord and tenant public liability insurance covering any damage or injury to any person, including any injury or damage to any person arising out of the use and occupancy of the premises by TENANT and SUBLESSEES, with insurance companies and containing policy limits and provisions approved by the LANDLORD, and to furnish at any time to the LANDLORD, upon request, evidence satisfactory to the LANDLORD of such insurance coverage.

10. No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

This lease contains the entire agreement between the parties hereto, and neither party is bound by any representations or agreements of any kind except as herein contained.

SECRETARY OF HOUSING AND URBAN DEVELOPMENT
LANDLORD

WITNESS:

By _____

By _____
_____ TENANT



Schedule A (Single Family)

1 This lease shall cover the below named premises and for the rental amount stated opposite each named premises for an initial term of up to 12 calendar months commencing on the _____ day of _____, 19____, which term shall be renewed automatically for two successive periods of one year each unless written notice of intent not to renew is given by either party at least 90 days prior to the expiration of any one year period.

2 If the term of this lease shall commence on a day other than the first day of a calendar month, a proportionate part of the monthly rental specified below shall be paid on the last day of such month for the remaining portion of the month in which the term commenced. TENANT will also pay at the expiration or other termination concerning any premises named below in this lease, a proportionate part of said rental of said premises for the portion, if any, of a month then expired.

3 Premises Amount per Month.

SCHEDULE A TO LEASE # _____

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GPO 888-541