

SAMPLE FORMAT

This is not an approved Departmental form.
Its use is not prescribed, nor is it
available from any Departmental administrative
source. The requested information
may be collected in any desired format.

MODEL SUBLEASE FOR USE BY LESSEES OF HUD-ACQUIRED SINGLE
FAMILY
PROPERTIES FOR USE BY THE HOMELESS

This lease is made on (insert month, day and year), between
(homeless provider), AGENCY, and (insert occupant name), OCCUPANT.

1. AGENCY agrees to sublease to the OCCUPANT and the OCCUPANT agrees to rent the property known as: (insert common street address including city, state and zip code), referred to hereafter as "the property". The property is owned by the Department of Housing and Urban Development ("HUD") and is leased to AGENCY by HUD.
2. OCCUPANT agrees to pay AGENCY rent in the amount of \$ (insert dollar amount). AGENCY agrees to charge a rental payment in accordance with the restrictions set forth in the Lease entered into between AGENCY and HUD.
3. OCCUPANT shall use the property only for the purposes of temporary shelter for himself/herself and authorized family members.
4. OCCUPANT'S tenancy is solely on a month-to-month basis, as provided under the laws of this State and shall be limited to no longer than two years.
5. OCCUPANT agrees to keep the property in a clean and sanitary condition and to comply with all Federal, state and local laws and regulations, codes and ordinances, restrictive covenants, condominium declarations and by-laws and homeowners association rules.
6. OCCUPANT agrees to report in a timely manner any and all emergencies and needed repairs regarding the property to the AGENCY. No alteration, addition, or improvements shall be made to the property without the consent of the AGENCY and HUD in writing, and all additions and improvements made by the OCCUPANT shall belong to HUD.
7. The AGENCY agrees to maintain the property according to local code requirements.
8. OCCUPANT agrees to maintain the property free from the illegal use, possession or distribution of drugs or alcohol. Evidence of illegal use, possession, or distribution of drugs or alcohol

shall result in immediate eviction of OCCUPANT by the AGENCY.

- 9. OCCUPANT agrees that the AGENCY and representatives of HUD shall have the right to enter the property at all reasonable hours for the purpose of inspecting the condition of the property.
- 10. OCCUPANT shall not assign, sublet, or part with the possession of the whole of any part of the property. Occupant may terminate the lease at any time without penalty upon 30-day written notice to AGENCY.

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- 11. OCCUPANT agrees that if it should fail to comply with any provisions of this lease, it shall be lawful for the AGENCY, at its option to re-enter and take possession upon 30-day written notice to OCCUPANT, and thereupon this lease shall terminate. OCCUPANT also agrees tenancy is subject to the continuation of AGENCY's lease with HUD, and will be terminated in accordance with the requirements of state law upon any termination of AGENCY's lease, either at the initiation of the AGENCY, the end of the term of AGENCY's lease with HUD, or by HUD upon failure of AGENCY to abide by the terms of the lease.
- 12. All goods and chattels placed or stored in or about the property are at the risk of the OCCUPANT.

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

AGENCY

WITNESS:

OCCUPANT

OCCUPANT

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