

USDA-RD HOUSING ONLY	USDA-RD AGREEMENT TO RENT OR LEASE	NO. PERSONS _____ B/R _____ UNIT NUMBER _____
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THIS RENTAL AGREEMENT is entered into on this _____ day of _____ by the Regional Housing Authority herein called "Owner" and _____ herein called "Tenant" covering those certain premises known as _____ Apt. _____ No. _____ located at Richland Housing Center, City of Yuba City, County of Sutter, State of California, herein called "Premises". 3560.156(c)(18)(ii)

1. **OWNER:** hereby rents to Tenant and Tenant hereby rents from Owner on the terms and conditions herein set forth, the above specified premises. The terms Owner, Landlord and Management (Agent of Owner) are used interchangeably in this Agreement.

2. **TERM:** The term of this Agreement shall commence on _____ and end on _____. After the initial term ends, the Agreement will continue for successive terms of one year each unless automatically terminated as permitted by paragraph 16 of this Agreement. 3560.156(b)(2) 3560.156(b)(3)

3. **MEMBERS OF HOUSEHOLD:** Occupancy under this lease is limited to TENANT(s) named above and the following members of the household. If a TENANT is **under** 18, list date of birth.

Name	Age	Name	Age
Name	Age	Name	Age
Name	Age	Name	Age
Name	Age	Name	Age

3560.156(c)(18)(i)

4. **RENT:**

A. Owner has entered into certain Agreements with the U.S.D.A., Rural Development (USDA-RD) which provides that USDA-RD will provide assistance such that below Basic/Note Rate rents are available to qualified tenants. Tenant's rental payment will be calculated based upon Tenant's Total Annual Income. Details regarding Income (included and exempted), Deductions from Income, and Method of Rent Calculation are defined by the USDA-RD regulations. Basic/Note Rate Monthly Rental Amounts are determined in accordance with USDA-RD regulations, and will not be changed without prior approval. In accordance with current USDA-RD regulations, Tenant's monthly Net Tenant Contribution (NTC) may change based upon changes in Tenant's Eligibility Status including changes in income and household composition.

B. The total Net Tenant Contribution shall be \$_____ .00 per month as determined by the following checked applicable attachment: RENT, UTILITIES and PROVISIONS particular to type of rent subsidy and/or housing (checked item applied) 560.156(c)(18)(iii)

- USDA-Rural Development Rental Assistance
- Basic Rent/Note Rate Rent

C. Rent is due and payable on the first day of each month. Rent and other charges are delinquent if unpaid by the 10th day of the month. A late charge of \$10.00 will be applied if rent is not paid by the 10th day of the month. In the event that any payment made by Tenant is returned for insufficient funds (NSF) or if Tenant stops payment, an additional fee will be charged. The amount of such fee is subject to change and the current amount will be posted at the office of Management.

D. Rent is payable at the office of the MANAGEMENT at 1455 Butte House Road, Yuba City, CA 95991 or such place as MANAGEMENT may designate in writing delivered to TENANT in person or by mail.

E. If the lease is executed on a day other than the first of the month, the TENANT shall be credited with any unearned portion of the rent which shall apply to the current month's rent. Thereafter, the TENANT shall be personally responsible for rent payments which are due.

F. In the event the lease is terminated by the TENANT as set forth in Section 16 of this lease any rents paid or due shall be prorated as of the date of expiration of the thirty (30) day notice period. In the event **TENANT vacates without notice, he/she shall be charged with rent for thirty (30) days** less any days the unit has been re-rented. Rental credits or charges shall be based upon a uniform thirty (30) day month.

G. In the event the TENANT is transferred from another MANAGEMENT operated dwelling unit, payment of any unpaid balance due under the previous lease shall become part of the consideration of this lease.

H. **ESCALATION CLAUSE:** The USDA-RD approved basic /note rate rent for this complex may be changed during the term of this lease with USDA-RD approval. In addition, tenant contributions may be changed prior to the expiration of the lease if the change is due to a change in tenant status, as documented on the tenant certification form 3560-8, or for tenant's failure to properly recertify. 3560.156(c)(2)

5. **UTILITIES & SERVICES:** Utilities and Services shall be paid by the party indicated below:

	Tenant	Owner
Electricity	X	
Gas	X	
Water		X
Sewer		X
Garbage		X
Refrigerator		X
Range/Stove		X

3560.156(c)(18)(iv)

Tenant shall not waste utilities furnished by the Owner or use utilities or equipment for any unauthorized purpose. Based on the Utility Schedule above a USDA-RD approved Utility Allowance of \$_____ for a _____-Bedroom unit will be used when determining Tenant's monthly contribution and Rental Assistance Payment. Tenant is responsible to maintain utility services as they are Tenant's responsibility and pay said utility charges promptly when due.

3560.156(c)(18)(v)

6. **SECURITY DEPOSIT:** Tenant agrees to make a refundable security deposit of \$100 to Owner at the time this Agreement is executed. Upon termination of this Agreement, the deposit is to be refunded to Tenant within 21 days, except as may be used by Owner toward reimbursement of the cost of repairing any damage to the property (normal wear and tear excepted) caused by Tenant or Tenant's household or guests and any rent or other charges owed. Owner shall provide Tenant with an itemized statement of any security deposit retention.

7. **USE AND MAINTENANCE OF PROPERTY:**

A. Without Owner's written consent, Tenant shall not assign this Agreement, give accommodations to any roomers, lodgers or other persons not listed on the Lease and/or the Tenant Certification (Form 3560-8), or permit the use of the Premises for any purpose other than as a private dwelling solely for Tenant and Tenant's family. However, the Landlord reserves the right to request a recorded declaration of domicile or proof of domicile if it is suspected that a guest is an unauthorized occupant. Such suspicion may arise whenever a person(s) is making reoccurring visits or a continuous visit of 14 days and/or nights or more in a 45 day period with out prior written consent of Management. Should Tenant or person in question fail to provide the requested information to confirm other domicile, or should the facts be sufficient evidence of domicile in the project, Management may consider such person(s) as a member of the household and may enforce any lease paragraph shown to be broken and/or require recertification. _____^{3560.156(c)(8), 3560.156(c)(18)(xiv)}
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NOTE: The adult household members must submit a completed application and qualify for residency. Management reserves the right to reject applicants to an existing household using the same screening criteria used for all applicants including USDA-RD requirements that all Farm Labor Households must earn \$5753 in agricultural wages for the state of California at the time of application.

B. Tenant shall keep the Premises in a clean and sanitary condition, and shall comply with all laws and health, safety and policy requirements with respect to the maintenance of rented Premises. If damage to the property (other than normal wear and tear) is caused by act or neglect of Tenant or Tenant's guests, Tenant may make such repairs, after reasonable notice by Owner, Owner may cause such repairs to be made and Tenant shall be liable to Owner for any reasonable expense thereby incurred. Continued lack of proper maintenance or failure to maintain safe, clean and sanitary conditions will be grounds for termination of tenancy.

C. Automobiles shall be parked only in the parking areas designated by Management. The parking of motorcycles, boats, trailers, motor homes, recreational or commercial vehicles anywhere on the premises is prohibited, unless authorized by Management. Auto repair, except for the changing of flat tires and other minor adjustments, is not permitted on the premises. Vehicles will be kept in working condition while on premises. Any inoperable, unlicensed or unauthorized vehicle as described above will be removed from the Authority property at Tenant's expense. Tenants shall park in designated parking areas only and refrain from parking in common driveways, lawn areas, manager parking, designated handicapped parking (unless applicable) and from blocking access to other tenants' or emergency vehicles. Tenant will ask visitors to use guest parking or park on street. Management will enforce parking by appropriate legal action.

D. Tenant is advised that the use, possession, manufacture, sale or distribution of an illegal controlled substance while housed in the project is and illegal act and a material lease violation and not be tolerated on the premises. Admission to or conviction of such activities by Tenant, household members, guests or invitees of Tenant constitute a breach of this agreement and will subject Tenant to PERMANENT eviction. **Tenant is advised that to bring, possess or consume alcoholic beverages in grass, recreational areas, or parking lots of this housing development is illegal and subject to eviction.** _____

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8. **CONTINUED ELIGIBILITY:** The following conditions and/or standards are agreed to in determining rents and continued eligibility for occupancy.

A. Tenant understands that they will no longer be eligible for occupancy in this complex and will be required to vacate if tenant's household income exceeds the maximum allowable adjusted income as defined periodically by USDA-RD for the county.

B. Tenant agrees that Tenant must immediately notify Management when there is a change in Tenant's status that could affect eligibility. This includes income, income from agriculture labor, adjustments to income, assets, changes in household size or composition, and citizenship/residency status. Tenant understands that Tenant rent or benefits may be affected as a result of this information. Tenant understands that failure to report such changes may result in Tenant losing benefits to which Tenant may be entitled and will result in Management taking corrective action if benefits were mistakenly received. Tenant understands that the corrective action the Management must take includes the initiation of demand for repayment of any benefits or rental subsidies improperly received. It may also include initiation to cancel any rental assistance being received for the balance of Tenant certification period, initiation of a notice to increase Tenant monthly rent to \$_____ per month (Basic/Note Rate Rent), or initiation of a notice of termination. _____

3560.168 (c)(4), 3560.156 (c)(12)

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C. Tenant understands and agrees that income certification is a requirement of occupancy and Tenant agrees to promptly provide any certifications and income verifications required by Owner to permit eligibility determination and, when applicable, the determination of the revised monthly Tenant Contribution to be charged. Tenant is advised that the USDA-RD Richland Housing Site is financed by the USDA-RD and that the USDA-RD has the right to verify the information provided by Tenant. 3560.156(c)(2) 3560.156(c)(5) 3560.156(c)(13)

D. Determination of eligibility (recertification) must be made by Management at least once a year from the date of the previous certification. Additionally recertification may be necessary due to changes in Tenant's status as listed in section 8-B above. Information required to be furnished by Tenant for such determination includes, but is not limited to: (1) income and asset verification and (2) names and ages of all household members. 3560.156(c)(11), 3560.156(c)(13), 3560.156(c)(18)(vi)

E. Tenant may, at any time, request a re-determination of rent due to a change in household income and/or number of household members.

F. Tenant agrees that should Tenant no longer meet eligibility requirements of the project during the term of the lease agreement, Tenant will be required to vacate the unit within 30 days or at the end of the lease term, whichever is longer.

If Management finds that TENANT'S source of income has changed so that the TENANT is not eligible for continuing occupancy in USDA-RD housing, MANAGEMENT will then determine whether or not TENANT is disabled or a retired farm worker. 3560.156(c)(10)

1. A household which has otherwise become ineligible for continued occupancy by reason of the disability of the principal and/or second income recipient, may nevertheless remain eligible for continued occupancy provided that immediately before becoming disabled such income recipient(s) was/were primarily in agricultural work. Immediately is defined by USDA-RD as the five years prior to the disability or six of the last ten years prior to the disability. The term "disability" as used in this lease, means permanent and total disability, as defined by the Social Security Act, as from time-to-time amended.

2. A household which has become ineligible for continued occupancy by reason of the retirement of the principal and/or secondary income recipient may nevertheless remain eligible for continued occupancy provided that immediately before such retirement such income recipient(s) was/were engaged primarily in agricultural work. Immediately is defined by USDA-RD as the five years prior to retirement or six of the last ten years prior to retirement. For the purpose for this lease, a person shall not be deemed "retired" unless they are at least sixty-two (62) years of age, and do not receive income from non-agricultural sources in excess of income received from Social Security and/or private pension retirement plans.

G. Any misrepresentation by TENANT of the facts upon which eligibility for occupancy is based, or any failure to disclose facts affecting eligibility, or any failure to promptly report changes in family income, shall be grounds for termination of tenancy. TENANTS are aware that submission of false information may result in legal action by the USDA-RD. 3560(c)(4)

H. Optimum Occupancy Standards: Eligible tenants must qualify with the following number of authorized persons in the unit. 3560.155(e)

- 2 Bedroom - 2 to 4 people
- 3 Bedroom - 4 to 6 people
- 4 Bedroom - 6 to 8 people

I. Tenant agrees that should the unit become overcrowded or underutilized, during the term of the lease agreement, Tenant will be required to move to a unit of appropriate size within 30 days. If a tenant holds a Letter of Priority Entitlement (LOPE) issued according to 3560.655(d) and is temporarily housed in a unit for which they are not eligible, Tenant will be required to move to a unit of appropriate size when one becomes available. If a non-disabled family is occupying an accessible unit, the family is subject to move within 30 days of when a suitably sized unit becomes available when a disabled applicant or existing resident requests the accessible unit. 3560.156(c)(1) 3560.156(c)(7)

J. Knowing or willing misrepresentation by Tenant of the facts upon which rent or eligibility determinations are based, may subject Tenant to termination of tenancy and/or repayment of benefits to which not entitled and/or a fine of not more than \$10,000 or imprisonment of not more than 5 years, or both. 3560.156(c)(4)

K. Rent changes (other than due to changes in household income and/or composition) and/or notice of ineligibility shall become effective 30 days after service of written notice or no later than the 1st day of the month following expiration of such 30 day notice.

L. Tenant understands that should Tenant receive rental benefits to which Tenant is not entitled due to incorrect information provided by Tenant or on behalf of Tenant by others, or for any other household member, Tenant will be required to make restitution and Tenant agrees to pay any amount of benefits to which Tenant was not entitled. 3560.156(e)(4)

9. **ABSENCE FROM OCCUPANCY:**

A. Tenant agrees that Tenant will promptly notify Management of any extended absences and that if Tenant does not personally reside in the unit for a **period exceeding 60** consecutive days, for reasons other than health or emergency, Tenant's net monthly contribution shall be raised \$_____/per month (Basic/Note Rate Rent) for the period of absence **exceeding 60 consecutive days**. Tenant also understands that should an entitlement (Rental Assistance) be suspended or reassigned to other eligible tenant, Tenant is not assured that it will still be available upon Tenant's return. Tenant also understands that if Tenant's absence continues, Management may take appropriate steps to terminate tenancy. _____ 3560.156(e)(18)(xiii)
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B. Tenant agrees to notify Management of any planned absence for an extended period of 2 weeks or more.

10. **DAMAGES:** Owner agrees to utilize separate legal proceedings to collect monetary claims for damages except as the term damages apply to rental value or other damages occasioned by the unlawful detention of the premises. Owner agrees to accept rental payments without regard to other charges owed by Tenant to Owner. Tenant and Management agree that the measure of damages available shall include, but not limited to, those specifically provided in California civil code Section 1951.4. 3560.156(e)(18)(ix)

11. **EXAMINATION OF PREMISES:**

A. Tenant acknowledges that Tenant has thoroughly examined the Premises and all personal property situated therein, and no statements or representations not herein expressed as to the past, present, or future condition or repair thereof, or of any building of which Premises is a part have been made by, or on behalf of Management. By taking possession hereunder, Tenant acknowledges that the Premises are ready for occupancy and in good, sanitary order, condition and repair, and hereby waives any claim or right on account of the condition or repair of such Premises or of such personal property except as noted in the Move In/Move out Inspection Form, a copy of which shall be given to Tenant at the time of move in. Tenant has been given opportunity to accompany Management to inspect the Premises at the time of move in and has helped the Management fill out the form. Tenant's signature on the Move In Inspection Form acknowledges that the form accurately shows the condition of the Premises. At the time of move out, Tenant will again have the opportunity to accompany the Management to inspect the Premises. Tenant's signature on Move Out Form will acknowledge that the form accurately shows the condition of the Premises at the time of the Move Out and not that Tenant agrees with the charges, if any, against Tenant's deposit. 3560.156(e)(18)(xii)

B. Tenant agrees to surrender the Premises (including all keys) to Management at the end of occupancy in as good condition as when received, reasonable wear and tear excepted.

C. Owner shall provide maintenance as follows:

1. The property and all equipment provided therewith, as well as common areas, facilities and equipment provided for the use and benefit of Tenant, shall be maintained in a decent, safe and sanitary condition. The Owner shall respond in a reasonable time to calls by Tenant for services consistent with said obligation. Where applicable (as in cases of multi-unit buildings), such maintenance with respect to common areas, facilities, and equipment shall include cleaning, maintenance of grounds, lawns, and scrubs. A grievance may be filed by Tenant(s) for failure of Owner Management to provide maintenance (see Paragraph 17, Grievances). 3560.156(c)(18)(x)

2. Routine extermination services shall be provided by Owner as conditions may require. If such service is to be provided on a schedule, it is as follows: SERVICES PROVIDED EVERY FRIDAY UPON TENANT'S REQUEST. _____

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D. If within a reasonable time after notice to Management of dilapidations which create an untenable dwelling which Owner ought to repair, Tenant may repair the same themselves where the cost of such repairs does not require an expenditure greater than one month's rent of the Premises and deduct the expenses of such repairs from the Rent or Tenant may vacate the Premises, in which case they shall be discharged from further payment of rent, or performance of other conditions. The remedy shall not be available to Tenant more than twice in any 12-month period. For purposes of this section, if Tenant acts to repair and deduct after the 30th day following notice, they are presumed to have acted after reasonable time.

12. **INSPECTIONS AND REPAIRS:** Upon receipt of prior written notice from Management, Tenant shall permit Owner, Owner's agent, representatives of USDA-RD, or any representative of a holder of mortgage on the property, to enter the premises for the purpose of making reasonable inspections and repairs. EXCEPT that Owner, or Owner's agent, shall have the right to enter the premises without prior notice if (1) Tenant has abandoned or surrendered the premises or (2) Management reasonably believes that an emergency exists which require such entrance. In case of emergency, Management must promptly notify Tenant in writing of the date, time, and purpose of such entry, and of the urgency which necessitated it. Other than emergencies, **48-hour advance written notice** shall be presumed to be reasonable notice. 3560.156(c)(18)(xii)

13. **MAINTENANCE AND REPAIR CHARGES:** TENANT shall pay for maintenance and repair charges, normal wear and tear excepted, as per the Fee Schedule for Resident Caused Damages and Maintenance Service Calls maintained by MANAGEMENT. The Fee Schedule for Resident Caused Damages and Maintenance Charges as it may exist from time to time is incorporated by reference as part of this Lease Agreement. Copies of the Fee Schedule for Resident Caused Damages and Maintenance Service Calls are posted in MANAGEMENT'S offices and may be obtained upon request by the TENANT. Maintenance and repair charges shall be the same as rent. Management may at its option bring legal action for collection on unpaid charges, or pursuant to Paragraph 16, Management may terminate TENANT'S tenancy for repeated non-payment.

A. If TENANT requests a home call for any purpose, MANAGEMENT representatives may enter without written notification being sent to TENANT.

B. In the event the TENANT and all adult members of the household are absent from the premises at the time of entry, MANAGEMENT shall leave a written statement specifying the date, time and purpose of entry.

14. **ALTERATIONS:** Without prior written approval of Management, Tenant shall not (1) paint, paper, or otherwise redecorate or make alterations, additions, or improvements in or to the property; (2) install a dish washing machine, air conditioning unit, or any other electrical equipment; (3) place fixtures, signs or fences in or about the premises; (4) change or add locks; (5) install television or radio reception device (including satellite dish) on _____ the premises.

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15. **DISCRIMINATION:** Owner shall not discriminate against Tenant in the provision of services, or in any other manner, on the grounds of race, color, creed, religion, sex, national origin, age, marital or familial status or physical or mental handicap (Tenant must possess capacity to enter into legal contract). This complex is financed by the U.S.D.A., Rural Development and is subject to Title VI of the Civil Rights Act of 1964, Title VIII of the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973 and Age Discrimination Act of 1973. All complaints are to be directed to the U.S. Department of Agriculture's Office of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW., Washington DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD); or Office of Fair Housing and Equal Opportunity, U.S. Department of Housing and Urban Development (HUD), Washington, DC 20410. 3560.156(c)(6)

16. **TERMINATION OF AGREEMENT:**

A. Unless terminated as provided herein, this lease shall be automatically renewed for successive terms of 1 year each. A thirty (30) day advance written notice of termination to Owner shall be personally delivered or mailed to the office of the Manager on the premises. During the 30-day period, Tenant shall pay rent in advance as provided herein. Failure to comply with the provisions set forth in this lease will result in eviction proceedings being initiated by Management. 3560.156(b)(3), 3560.156(c)(18)

B. A tenancy may be terminated before the end of the lease without the termination being deemed as an eviction under the following circumstances:

1. This lease shall terminate upon death of the TENANT, or either of them, if husband and wife, unless the surviving members of the family qualify as domestic farm laborers. Should the surviving members of the Family not qualify, they shall vacate the unit within thirty (30) days of being notified that they are ineligible, or at the expiration of their lease, whichever is greater, unless the conditions unless a temporary continuation of tenancy is granted by USDA-RD.

2. By Tenant giving no less than thirty (30) days written notice of Tenant's intention to terminate, to Owner at Owner's office of the Manager on Premises or such other address as Owner designated in writing, for "good cause" such as moving to another location for employment, loss of job, severe illness, death of spouse, or other reasons customary or mandatory in the community; or notification by Owner of Owner's intent to prepay. Tenant hereby agrees to vacate the Premises not later than the date specified in such notice.

3. By abandonment of the premises by Tenant, providing Owner complies with the applicable provisions of the California Civil Code to establish such abandonment.

4. By Owner, where Tenant has furnished information to Owner which fails to establish Tenant's financial eligibility to remain in Tenant's unit, providing Owner gives Tenant written notice of such termination pursuant to applicable provisions of the California Civil Code.

C. The Owner or Project Manager may terminate or refuse to renew any occupancy only on material noncompliance with the lease or other good cause such as non-eligibility for tenant or action or conduct of the Tenant which disrupts the livability of the project, by being a direct threat to the health or safety of any person or the right of any Tenant to the quiet enjoyment of the leased Premises and related facilities, or that results in substantial physical damage having an adverse financial effect on the complex, or the property of others, **EXCEPT** when such threat can be removed by applying a reasonable accommodation.

1. **MATERIAL NONCOMPLIANCE:**

- a. One or more substantial violations of the Agreement,
- b. chronic delinquency in payment of rent:

(1) Chronic delinquency is hereby defined as failure by a tenant to pay rent or other charges due by the 10th day of the month for three successive months, or failure to pay rent or other charges by the 10th day of the month four times in a calendar year or six times in a period of two successive calendar years.

(2) When MANAGEMENT determines that a Tenant is chronically delinquent as defined in Section 16.C.1b.1, MANAGEMENT will send Tenant a warning letter advising him of this determination, and that one more incident of failure to pay rent or charges by the 10th of the month will constitute good cause for termination of the lease.

(3) If TENANT has not paid or made arrangements to pay his overdue rent by the expirations of the pay or quit notice, the case shall be sent to the MANAGEMENT'S Attorney for an Unlawful Detainer Action to be filed. After the action is filed, MANAGEMENT has the option to stop the action only if the attorney's fees and costs and the greater of fifty percent (50%) of the total amount owed or one month's rent are paid, and a payback agreement is executed for the payment of the balance.

c. Admission to or conviction for: use, attempted use, possession, manufacture, selling, distribution of, or any other illegal involvement with a controlled substance; or any illegal activity, whether it be by the Tenant or a Household Member, guest or invitee including the bringing, possession, or consumption of alcoholic beverages in grass, recreational areas, or parking lots of the development. Such activity is that which:

(1) Is conducted on the premises by Tenant or someone under Tenant's control;

(2) Is allowed to happen by a household member, guest, or invitee because Tenant has not taken steps to prevent or control such illegal activity or to remove the Household Member, guest, or invitee who is conducting illegal activity.

2. **GOOD CAUSE** may include, but is not limited to:

a. Allowing an adult person not listed on this lease to join Tenant's household without written authorization of Management, at any time during the term of this lease.

b. Intentional misrepresentation of any fact or intentionally failing to state any fact which would affect Tenant's eligibility or continuing eligibility to reside in the housing development,

c. Serious or repeated failure to:

(1) To keep that part of the Premises which Tenant occupies and uses clean and sanitary as the condition of the Premises permits:

(2) To dispose from Tenant's dwelling unit of all rubbish, garbage, and other waste in clean and sanitary manner;

(3) To properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits, and maintain utility services as are the Tenant's obligation;

(4) To occupy Premises as Tenant's abode, utilizing portions thereof for living, sleeping, cooking or dining purposes only which were respectively designed or intended to be used for such occupancies.

d. Seriously and/or repeatedly interfering with the right of other tenants to exercise their right as tenants of the housing development, or has interfered with their right to the quiet enjoyment of the Premises.

e. Disrupting the livability of the development by threatening the health and safety of other persons.

f. Any action prohibited by state and local laws.

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h. Repeated violations of the lease agreement which disrupt the livability and harmony of the project by adversely affecting the health and safety or any person, or the right of any tenant to the quiet enjoyment of the leased premises and the related project, or that have an adverse financial effect on the project.

i. Management must base their decision on current objective data, not on supposition that a tenant could pose a harm or threat to other persons or property.

j. Conduct cannot be considered as other good cause unless Management has given Tenant prior notice that the conduct will constitute a basis for termination of occupancy.

3560.156(c)(18)(xvii)

D. NOTICE OF LEASE VIOLATION:

1. The notice of Intent to Terminate the Tenancy will be handled according to the terms of the Agreement. Tenants will be given prior notice of eviction according to State or Local law. The notice must:

3560.156(c)(18)(xvi)

a. Include the Tenant name, address of the premises and the signature of the party giving notice or the signature of the authorized representative.

b. Refer to relevant provisions in the lease agreement and/or attachments incorporated therein.

c. State the violations with enough information describing the nature and frequency of the problem with enough specificity to enable Tenant to understand and correct the problem. In those cases where the proposed termination of the tenancy is due to Tenant's failure to pay rent or occupancy charge, a notice stating the dollar amount of the balance due on the rental account or occupancy charge and the date of such computation shall satisfy the requirements.

d. State that Tenant will be expected to correct the lease violation by specified date.

e. State that Tenant may informally meet with Management to attempt to resolve the stated violation before the date of corrective action specified in the notice.

f. Advise Tenant that if Tenant has not corrected the stated violations by the date specified or remains in the leased unit on the date specified for termination, Owner may seek to enforce the termination of the lease by bringing forth a judicial action, at which time Tenant may present a defense.

g. Include the location and regular office hours during which Tenant (or Counsel) may view Tenant's file and copy information it contains to aid Tenant's defense.

2. The notice shall be accomplished by: (1) personally serving a copy on Tenant (2) by leaving a copy of the notice with a person of reasonable age and discretion who is present in Tenant's residence and mailing a copy of the notice to Tenant at the place of residence or (3) if no one is at Tenant's residence, by affixing a copy of the notice to Tenant at the place of residence at the property and mailing a copy, properly stamped and addressed to Tenant at Tenant's address at the project. Types of notices include:

a. A thirty (30) day notice of termination of tenancy for causes shall be given to TENANT by personal service or by certified mail. Such notice shall state the specific reasons for the eviction, with reference to the lease to the lease clauses alleged to be breached, and shall advise TENANT of his or her right to respond to the notice within ten (10) days after receipt by personally presenting, orally or in writing, any grievance, pursuant to RD Instruction 7 CFR Part 3560.160, or response to the notice, and to have grievance hearing, if

eligible, by submitting a written request for hearing within ten (10) days of receipt of the summary of the informal meeting held as a result of TENANT'S response to such notice.

b. A three (3) day notice of termination regarding non-payment of rent shall be in the form and for the time served as provided by California law.

17. GRIEVANCES: Owner and Tenant agree that any tenant grievance or appeal from MANAGEMENT's actions, inactions or decision shall be resolved in accordance with Rural Development Tenant Grievance and Appeals Procedure, RD Instructions 7 CFR 3560.160, (a copy of which is posted in the rental office and is available for Tenant's inspection and included as an addendum to this lease). ^{3560.156(c)(18)(xix)}

18. TRANSFER OF LEASE: Tenant understands that should the complex be sold to a buyer approved by Rural Development, this Agreement will be transferred to the new owner. ^{3560.156(c)(18)(xv)}

19. PREPAYMENT OF LOAN BY OWNER: In the event of prepayment of the Rural Development loan, this lease will be honored until the date this lease expires or the date of prepayment, whichever occurs last, providing Owner has complied with proper notification and prepayment procedures as contained in 7 CFR 3560.653-3560.654. No Tenant contribution to rent may be increased by reason of prepayment for the term of the lease.

20. SUSPENSION OR CANCELLATION OF FEDERAL SUBSIDIES DUE TO BORROWER DEFAULT: Should any federal subsidies paid to Owners on behalf of Tenants be suspended or canceled due to monetary OR non-monetary default by Owner, the monetary payment made by Tenant to Owner (or, when applicable, the monetary payment received by Tenant From Owner) shall not change over that which would have been required had the subsidy remained in place. ^{3560.156 (e)(3)}

21. LEASE TERMINATION - DISASTER: Owner shall not be liable if, because of fire or other disaster, the premises becomes untenable. In such case, the lease shall be automatically terminated unless the building can be repaired or rehabilitated within 120 days. ^{3560.156(c)(18)(xviii)}

22. MODIFICATION OF RENTAL AGREEMENT: This Agreement may be modified by serving an appropriate notice to Tenant together with the tender of a revised lease or and addendum revising the existing lease. A thirty (30) day written notice is required. Tenant has a right to appeal any lease modification in accordance with Rural Development Tenant Grievance and Appeals Procedure (see paragraph 17, Grievance), if the modification will result in denial, substantial reduction, or termination of benefits being received. ^{3560.156(b)(6)}

23. ABANDONMENT OF UNIT AND PERSONAL PROPERTY: In the event Tenant is absent from the apartment unit for fourteen (14) consecutive days and in default in the payment of rent during said period, the apartment unit shall be deemed abandoned by Tenant. Any and all property of Tenant which may be left in the apartment or the buildings after termination of this Agreement or termination of Tenant's right of possession for any reason may be handled, removed or otherwise disposed of by Owner according to State law. Owner shall in no event be responsible for any property left in the apartment or the building by Tenant. Tenant shall pay to Owner upon demand all expenses incurred in such disposition, including a reasonable charge for storage.

Tenant Household's tenancy still exists during the time Tenant Household's possessions remain in the apartment unit after the Tenant Household has personally ceased occupancy with the intent to vacate and leave the project, until such time the personal possessions have been removed voluntarily or by legal means, subject to the provision of State or Local law. 3560.156(c)(9)

24. NOTICES: All notices required by this Agreement shall be in writing and shall be delivered personally or sent by prepaid mail as follows:

To the Tenant: To Tenant's rental unit on the Premises.

To the Owner: At the office on the premises at 1455 Butte House Rd, Yuba City, CA 95993.
3560.156(b)(5), 3560.156(c)(18)(xvii)

25. LAWSUITS/LEGAL FEES: In the event of any legal action to enforce the provisions of this lease, the prevailing party shall be awarded court costs and reasonable attorney's fees, in addition to all other relief.

A. Attorney's Fees: TENANT agrees to pay a reasonable attorney's fee awarded by the Court, in the event court action is required to evict TENANT or to enforce any Terms and Conditions of the Lease by MANAGEMENT, including an action to recover the cost of repairing or cleaning the premises after TENANT vacates, provided TENANT DOES NOT PREVAIL IN SUCH COURT ACTION.

1. Tenant agrees that any agreement entered into pursuant to Section 16.C.1b.3. shall be an amendment to the lease, and any attorney's fees and costs assessed pursuant to Section 16.C.1b.3 and unpaid at the time of any court action shall be construed to be additional rent.

26. WAIVER OF AGREEMENT PROVISIONS: Failure of Owner 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 Owner's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

27. MEGAN'S LAW: Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

28. OCCUPANCY RULES: The Occupancy Rules are attached hereto and made a part of the Agreement, and Tenant agrees to abide by each and all such rules and by any amendment thereto of which Tenant is properly notified in writing as provided in Paragraph 22 of the Agreement.

29. RECEIPT OF SIGNED AGREEMENT AND ATTACHMENTS TO AGREEMENT (if applicable): By affixing her or her signature hereto, Tenant acknowledges receipt of an executed copy of the Agreement. By initialing, Tenant acknowledges (1) receipt of a copy of the

addendum referred to and has read and understands the documents, and (2) addendums are incorporated into the Agreement as though fully set forth at length. 3560.156(c)(18)(xxi)

Tenant Initial:

- a. _____ **Copy of Lease (English Spanish)**
- b. _____ **Occupancy Rules**
- c. _____ **Certification of Income from Agriculture**
- d. _____ **Addendum RH-45(c) Rental Assistance**
- e. _____ **Tenant Certification 3560-8**
- f. _____ **USDA/RD Farm Labor-Drug Violation**
- g. _____ **Mold & Mildew Addendum**
- h. _____ **USDA-RD Lease Addendum For Satellite Dish or Antenna**
- i. _____ **3560.160 Tenant Grievance Procedure**
- j. _____ **Occupancy Standard/Agreement to Move**
- k. _____ **Proposition 65 Notice**
- l. _____ **Asbestos Addendum**
- m. _____ **Lead Based Paint Form/Booklet**
- n. _____ **Pesticide Notification**
- o. _____ **Vehicle Registration**
- p. _____ **Cleaning Standards**
- q. _____ **Fee Schedule for Resident Caused Damages**
- r. _____ **Move In/Move Out, Apartment Inspection Form**
- s. _____ **Other: Multifamily Housing Program addendum, Smoke detector addendum, carbon monoxide detector addendum, renters insurance addendum, bedbugs addendum**

In witness whereof, the parties have executed this Agreement on the date written below.

LANDLORD(OWNER): _____ DATE: _____

TENANT: _____ DATE: _____

COTENANT: _____ DATE: _____

COTENANT: _____ DATE: _____



VIVIENDAS USDA-RD SOLAMENTE	ACUERDO PARA ALQUILAR O ARRENDAR USDA-RD	NÚMERO DE PERSONAS _____ DORMITORIOS _____ NÚMERO DE LA UNIDAD _____
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SE SUSCRIBE EL PRESENTE CONTRATO DE ARRIENDO el día _____ de _____ de _____ entre la Autoridad de la Viviendas Regional (*Regional Housing Authority*), de aquí en adelante llamada "Dueño" y _____, de aquí en adelante llamado "Arrendatario"; abarca cierta propiedad conocida como _____ Apartamento _____ Número _____, ubicada en el Centro de Viviendas Richland (*Richland Housing Center*), Ciudad de Yuba City, Condado de Sutter, Estado de California, de aquí en adelante llamada "Propiedad". ^{3560.156(c)(18)(ii)}

1. **EL DUEÑO:** de aquí en adelante alquila al Arrendatario, y el Arrendatario alquila del Dueño, la propiedad especificada arriba, bajo los términos y condiciones manifestadas aquí dentro. Los términos Dueño, Arrendador y Gerencia (Agente del Dueño) se usan intercambiamente en este Contrato.

2. **TÉRMINO:** El término de este Contrato empezará el día _____ de _____ de _____ y terminará el día _____ de _____ de _____. Al concluir el término inicial, el Acuerdo continuará en términos sucesivos de un año cada uno, a menos que sea terminado automáticamente según permite el párrafo 16 del presente Acuerdo. ^{3560.156(b)(2) 3560.156(b)(3)}

3. **MIEMBROS DE LA UNIDAD FAMILIAR:** La ocupación de la morada bajo este contrato de arriendo se limita a el (los) ARRENDATARIO(S) nombrados arriba y los miembros siguientes de la unidad familiar. Si un ARRENDATARIO tiene **menos** que 18 años de edad, anote su fecha de nacimiento.

Name	Age	Name	Age
Name	Age	Name	Age
Name	Age	Name	Age
Name	Age	Name	Age

^{3560.156(c)(18)(i)}

4. **ALQUILER:**

A. El Dueño ha entrado en ciertos Acuerdos con el U.S.D.A., Desarrollo Rural (USDA-RD) que disponen que USDA-RD proveerá asistencia para que hayan alquileres de menos que el Alquiler Base disponibles a los Arrendatarios calificados. El pago del Alquiler del Arrendatario se calculará basándose en el Ingreso Total Anual del Arrendatario. Los reglamentos de USDA-RD definen los detalles sobre los Ingresos (incluidos y exentos), Deducciones de los Ingresos y el Método de Calcular el Alquiler. Las Cantidades de Alquiler Base se determinan conforme con los reglamentos del USDA-RD, y no se cambiarán sin aprobación anterior. De acuerdo con los reglamentos vigentes del USDA-RD, la Contribución Neta Mensual del Arrendatario (NTC) puede cambiar, basándose en cambios en el Estatus de Elegibilidad del Arrendatario, el cual incluye cambios en sus ingresos y la composición de los miembros de la unidad familiar.

B. La Contribución Neta Total del Arrendatario será \$_____ por mes, según se determina por el documento adjunto marcado que aplica: ALQUILER, SERVICIOS PÚBLICOS y VÍVERES correspondientes a la clase de subsidio al alquiler y/o vivienda (marque el artículo que aplica). 560.156(c)(18)(iii)

- USDA-Desarrollo Rural, Asistencia de Alquiler
 Alquiler Base/Alquiler a Precio del Mercado

C. El alquiler se vence y es pagadero el primer día de cada mes. El alquiler y demás cargos serán atrasados si no se pagan para el décimo día del mes. Aplicará un cargo por mora de \$10.00 se el alquiler no se paga para el décimo día del mes. Si se regresa un pago hecho por el Arrendatario por insuficiencia de fondos (NSF) o si el Arrendatario bloquea el pago, se cobrará una cuota adicional. La cantidad de la cuota es sujeta a cambio, y se fijará un aviso con el monto actual en la oficina de la Gerencia.

D. El Alquiler se paga en la oficina de la Gerencia, ubicada en 1455 Butte House Road, Yuba City, CA 95993 o en el lugar designado por la Gerencia en forma escrita entregada al Arrendatario en persona o por correo.

E. Si se firma el contrato de arriendo en un día que no sea el primero del mes, el ARRENDATARIO recibirá crédito por la parte del alquiler no ganada, el cual será aplicado al alquiler del mes en curso. A partir de entonces, el ARRENDATARIO será personalmente responsable por los pagos del alquiler por pagar.

F. En caso de la terminación del contrato de arriendo por el ARRENDATARIO como se manifiesta en la Sección 16 del presente contrato de arriendo, el alquiler pagado o adeudado será prorrateado para la fecha de vencimiento del período de aviso de treinta (30) días. Si el **ARRENDATARIO desocupa la propiedad sin previo aviso, se le cobrará treinta (30) días de renta** menos los días de ocupación al ser alquilada de nuevo. Los créditos o cobros del alquiler se basarán en un mes uniforme de treinta (30) días.

G. Si el ARRENDATARIO sea transferido de otra morada administrada por la GERENCIA, el pago de cualquier balance que queda del contrato de arriendo anterior será parte de la contraprestación del presente contrato de arriendo.

H. CLÁUSULA DE ESCALADA: El alquiler base aprobado por la USDA-RD para este complejo habitacional puede ser cambiado durante el término del contrato de arriendo, con la aprobación de la USDA-RD. Además, las contribuciones del arrendatario pueden ser cambiadas antes del vencimiento del contrato de arriendo si el cambio se debe a un cambio del estado de elegibilidad del arrendatario, manifestado en la información registrada en el formulario de certificación del arrendatario 3560-8, o por la falta del arrendatario de recertificar apropiadamente. 3560.156(c)(2)

5. **SERVICIOS:** Los Servicios y Servicios Públicos serán pagados por las partes según se indica abajo:

	Arrendatario	Dueño
Electricidad	X	
Gas	X	
Agua		X
Drenaje Sanitario		X
Basura		X
Refrigerador		X
Estufa		X

3560.156(e)(18)(iv)

El Arrendatario no desperdiciará los servicios suministrados por el Dueño, tampoco usará servicios o equipo para ningún propósito no autorizado. Basado en la Lista de Servicios Públicos arriba, una Desgravación por Servicios Públicos aprobada por la USDA-RD de \$_____ para una unidad de _____ recámaras será usada al determinar la contribución mensual del Arrendatario y el Pago de Asistencia de Alquiler. El Arrendatario tendrá que mantener los servicios públicos, como son de su responsabilidad, y pagar prontamente las cuentas de dichos servicios.

3560.156(e)(18)(v)

6. **DEPÓSITO DE GARANTÍA:** El Arrendatario se acuerda en pagar un depósito de garantía reembolsable de \$100 al Dueño al firmar el presente Acuerdo. Al terminar el Acuerdo, el depósito será reembolsado al Arrendatario dentro de 21 días, con la excepción de lo que el Dueño use para reembolsar los costos de reparar los daños que hayan, causados por el Arrendatario, los integrantes de su unidad familiar y sus invitados (con la excepción del desgaste normal), o alquiler o cualquier otro cargo que quede debiendo. El Dueño le dará al Arrendatario una lista enumerada que explica la retención del depósito de garantía que haya.

7. **USO Y CONSERVACIÓN DE LA PROPIEDAD:**

A. Sin el consentimiento por escrito de Dueño, el Arrendatario no reasignará el presente Acuerdo, tampoco dará alojamiento a compañeros de casa, inquilinos u otras personas no enumeradas en el Contrato de Arriendo y/o en el Formulario de Certificación de Arrendatario (Formulario 3560-8), tampoco permitirá el uso de la Propiedad para cualquier propósito que no sea el de una morada privada únicamente para el Arrendatario y su familia. Sin embargo, el Dueño reserva el derecho de pedir una declaración escrita de domicilio o comprobante de domicilio si se sospecha que un invitado es de hecho un ocupante no autorizado. Podría surgir tal sospecha cuando una o varias personas visitan repetidamente o visitan durante 14 o más días y/o noches continuas durante un período de 45 días sin permiso anterior por escrito de la Gerencia. Si el Arrendatario o persona en cuestión falta de proporcionar la información pedida para confirmar que tiene otro domicilio, o si los hechos forman evidencia suficiente de domicilio en el complejo de viviendas, la Gerencia puede considerar que dicha(s) persona(s) forma(n) parte de

los miembros del hogar, y podrá hacer cumplir cualquier párrafo infringido del contrato de arriendo y/o requerir recertificación. _____ 3560.156(c)(8), 3560.156(c)(18)(xiv)

Iniciales

NOTA: Los miembros adultos de la residencia tienen que entregar una solicitud rellena y reunir las calificaciones de residencia. La Gerencia reserva el derecho de rechazar los que piden agregarse a un hogar existente, basándose en los mismos criterios usados para todos los solicitantes, incluso el requisito de la USDA-RD que requiere que todos los Hogares de Labor Agrícola ganen \$5,753 de ingresos agrícolas en el estado de California cuando aplican.

B. El Arrendatario mantendrá la Propiedad limpia e higiénica, y cumplirá con todas las leyes y requisitos de salud, seguridad y políticas con respecto a la conservación de la propiedad alquilada. Si hay daño a la propiedad causado por algún acto o negligencia por parte del Arrendatario o sus invitados (aparte de desgaste normal), el Arrendatario puede efectuar reparaciones, después de aviso razonable del Dueño, el Dueño puede causar que se hagan las reparaciones y el Arrendatario será responsable de pagar al Dueño los gastos razonables incurridos así. Una falta continua de mantener apropiadamente o mantener condiciones seguras, limpias e higiénicas será motivo para terminar su tenencia.

C. Los autos tienen que ser estacionados solamente en las áreas de aparcamiento designadas por la Gerencia. Se prohíbe el estacionamiento de motocicletas, barcos, remolques, casas rodantes, o vehículos recreativos o comerciales en cualquier parte de la propiedad, a menos que sea autorizado por la Gerencia. La reparación de autos, con la excepción de cambiar una llanta desinflada u otros arreglos menores, no se permite en la propiedad. Los vehículos tienen que estar en buenas condiciones de funcionamiento mientras estén en la propiedad. Cualquier vehículo descompuesto, no registrado o no autorizado será retirado de la propiedad de la Autoridad a gasto del Arrendatario. Los arrendatarios estacionarán sus vehículos solamente en las áreas de aparcamiento designadas, evitarán de parquear en los caminos de entrada comunes, céspedes, aparcamientos de la gerencia, sitios designados para las personas discapacitadas (a menos que apliquen) y de impedir acceso a vehículos de emergencia y de los otros arrendatarios. El Arrendatario pedirá a sus invitados a que usen aparcamientos designados para invitados o que estacionen sus vehículos en la calle. La gerencia hará cumplir las reglas de estacionamiento por medio de acción legal apropiada.

D. Al arrendatario se le advierte que el uso, posesión, manufactura, venta o distribución de alguna sustancia ilícita mientras vive en el complejo de viviendas es un acto ilegal y constituye una violación sustancial del contrato de arriendo, y no se tolera en la propiedad. El reconocer o sufrir una condena por tales actividades por el Arrendatario, los miembros de su unidad familiar, o los invitados del Arrendatario constituirá incumplimiento con el presente contrato y el Arrendatario sería sujeto a desahucio PERMANENTE. **Al Arrendatario se le avisa que llevar, poseer o consumir bebidas alcohólicas en el césped, áreas recreativas o estacionamientos del complejo de viviendas es ilegal y motivo para desahucio.** _____

Iniciales

8. **ELEGIBILIDAD CONTINUA:** Se estipulan las condiciones y/o normas siguientes para determinar el alquiler y elegibilidad continua para ocupación.

A. El Arrendatario entiende que si los ingresos de su unidad familiar exceden los ingresos ajustados máximos permitidos en el condado, según USDA-RD los defina periódicamente, ya no sería elegible para vivir en este complejo habitacional, y se le requerirá desocupar su unidad.

B. El Arrendatario se acuerda que tendrá que notificar a la Gerencia inmediatamente cuando hay algún cambio en su estatus que podría afectar su elegibilidad. Esto incluye sus ingresos, ingresos de labor agrícola, ajustes a sus ingresos, bienes, cambios de los miembros o número de personas en su unidad familiar, y su estado de ciudadanía o estado de residencia. El Arrendatario entiende que su alquiler o beneficios pueden ser afectados como resultado de esa información. El Arrendatario entiende que faltar de reportar tales cambios puede resultar en la pérdida de beneficios que hubiera tenido el derecho de recibir, y resultará en acción correctiva por parte de la Gerencia si el Arrendatario recibió beneficios equivocadamente. El Arrendatario entiende que la acción correctiva que la Gerencia tiene que tomar incluye el inicio de exigencia de repago de los beneficios o subsidios de alquiler recibidos erróneamente. También puede incluir la iniciación de cancelación de asistencia de alquiler durante el resto del período de certificación del Arrendatario, expedición de un aviso de aumentar el alquiler mensual cobrado al Arrendatario de \$_____ por mes (Alquiler Base/Alquiler de Precios de Mercado), o iniciación de un aviso de terminación. _____ 3560.168 (c)(4), 3560.156 (c)(12)

Iniciales

C. El Arrendatario entiende y se acuerda que la certificación de ingresos es un requisito de ocupación, y el Arrendatario se acuerda en proveer prontamente las certificaciones y verificaciones de ingresos requeridas por el Dueño para permitir la determinación de su elegibilidad y, cuando aplique, la determinación de la Contribución Mensual del Arrendatario que se cobrará. Al Arrendatario se le notifica que el Sitio de Viviendas de Richland del USDA-RD es financiado por el USDA-RD, y que el USDA-RD tiene el derecho de verificar la información suministrada por el Arrendatario. 3560.156(c)(2) 3560.156(c)(5) 3560.156(c)(13)

D. La Gerencia tiene que hacer una determinación de elegibilidad (recertificación) al menos una vez al año, desde la fecha de la certificación anterior. Además, una recertificación puede ser necesaria debido a cambios en el estado del Arrendatario, conforme con lo manifestado en la sección 8-B arriba. La información que el Arrendatario tendrá el requisito de suministrar incluye, pero no es limitada a: (1) verificación de ingresos y bienes y (2) los nombres y edades de todos los miembros de su unidad familiar. 3560.156(c)(11), 3560.156(c)(13), 3560.156(c)(18)(vi)

E. En cualquier momento el Arrendatario puede pedir que se vuelva a calcular su alquiler, debido a algún cambio en el número de personas y/o los ingresos de su unidad familiar.

F. El Arrendatario se acuerda que si ya no reúne los requisitos de elegibilidad del conjunto de viviendas durante el término del contrato de arriendo, tendrá que desocupar la unidad dentro de 30 días o al concluir el término del contrato de arriendo, según el que ocurra más tarde. Si la GERENCIA encuentra que la fuente de ingresos del ARRENDATARIO ha cambiado de tal manera que ya no es elegible para seguir viviendo en una vivienda del USDA-RD, la GERENCIA determinará si el ARRENDATARIO sea un trabajador agrícola incapacitado o jubilado. 3560.156(c)(10)

1. Una familia que por lo demás sería ineligible para ocupación continua, por razón de la incapacitación de la persona principal y/o segunda que recibe los ingresos, podría ser elegible con tal que la persona que recibía los ingresos trabajaba principalmente en la agricultura inmediatamente antes de incapacitarse. El USDA-RD define “inmediatamente” como los cinco años antes de la incapacitación o seis de los últimos diez años antes de la incapacitación. El término “incapacitación”, como se usa en este contrato de arriendo, significa incapacitación total y permanente, según su definición en la Ley de Seguro Social, con sus eventuales modificaciones.

2. Una unidad familiar que se hace ineligible para ocupación continua por razón de la jubilación del receptor principal de ingresos y/o del receptor secundario de ingresos puede seguir elegible para ocupación continua con tal que, inmediatamente antes de jubilarse, el (los) receptor(es) de ingresos se dedicaba(n) principalmente al labor agrícola. El USDA-RD define “inmediatamente” como los últimos cinco años antes de jubilarse o seis de los últimos diez años antes de su jubilación. Para los fines del presente contrato de arriendo, la persona no se considera “jubilada” a menos que tenga al menos sesenta y dos (62) años de edad, y no recibe ingresos de fuentes no agrícolas que exceden los ingresos que recibe del Seguro Social y/o planes particulares de pensiones de jubilación.

G. Cualquier declaración falsa por parte del ARRENDATARIO sobre los hechos en los cuales se basa su elegibilidad de ocupación, o cualquier falta de revelar hechos que afectan su elegibilidad, o cualquier falta de reportar prontamente cambios en los ingresos de la familia, constituirá motivo para terminación de tenencia. Los ARRENDATARIOS están concientes que proporcionar información falsa puede resultar en acciones legales por parte del USDA-RD.
3560(c)(4)

H. Normas de Ocupación Óptima: Los arrendatarios tienen que calificar con el número siguiente de personas autorizadas en la unidad. 3560.155(e)

2 Recámaras - 2 a 4 personas

3 Recámaras - 4 a 6 personas

4 Recámaras - 6 a 8 personas

I. El arrendatario se acuerda que si la unidad se hace abarrotada o insuficientemente utilizada durante el término del contrato de arriendo, el Arrendatario tendrá que trasladarse a otra unidad de tamaño apropiado dentro de 30 días. Si un arrendatario posee una Carta de Derecho Prioritario (LOPE) otorgada conforme con 3560.655(d), y está alojado temporalmente en una unidad de tamaño incorrecto, el Arrendatario tendrá que trasladarse a una unidad de tamaño apropiado cuando la hay disponible. Si una familia sin miembro discapacitado ocupa una unidad con acceso facilitado, será sujeta a trasladarse dentro de 30 días cuando una unidad de tamaño adecuado se hace disponible cuando un solicitante o residente existente pide la unidad con acceso facilitado. 3560.156(e)(1) 3560.156(e)(7)

J. Un Arrendatario que a sabiendas o voluntariamente proporciona información falsa sobre los hechos en que se hacen las determinaciones de elegibilidad o alquiler puede ser sujeto a terminación de tenencia, y/o reembolso de los beneficios que no tenía derecho de recibir y/o una multa que no excede \$10,000, o prisión de no más que 5 años, o los dos. 3560.156(e)(4)

K. Cambios de alquiler (aparte de los por cambios de ingresos y/o composición de la unidad familiar) y/o aviso de inelegibilidad se harán vigentes 30 días después de la entrega del aviso escrito, o no más tarde que el primer día del mes que sigue el vencimiento de dicho aviso de 30 días.

L. El Arrendatario entiende que si él u otro miembro de su unidad familiar reciba beneficios de alquiler por los cuales no tiene derecho, debido a información incorrecta proporcionada por el Arrendatario o por otras personas por su parte, el Arrendatario tendrá que pagar restitución, y el Arrendatario se acuerda en pagar la cantidad de beneficios que no tenía el derecho de recibir. ^{3560.156(c)(4)}

9. AUSENCIA DE OCUPACIÓN:

A. El Arrendatario se acuerda que notificará prontamente a la Administración de cualquier ausencia extendida, y si el Arrendatario no vive personalmente en la unidad durante **un período que excede 60 días consecutivos**, por razones que no sean de salud o emergencia, la contribución mensual del Arrendatario será aumentada a \$_____/por mes (Alquiler Base/A Precio del Mercado) durante el período de ausencia **que excede 60 días consecutivos**. Además, el Arrendatario entiende que si su Asistencia de Alquiler sea suspendida o asignada a otro arrendatario elegible, no se garantiza que todavía estará disponible cuando regresa. El Arrendatario entiende también que si sigue su ausencia, la Gerencia puede tomar los pasos apropiados para terminar su tenencia. _____^{3560.156(c)(18)(xiii)}

Iniciales

B. El Arrendatario se acuerda en notificar a la Gerencia de cualquier ausencia extendida planeada de 2 semanas o más.

10. **DAÑOS:** El Dueño se acuerda en utilizar diligencias legales separadas para cobrar reclamos monetarios por daños, con la excepción de daños en el sentido de valor de alquiler u otros daños ocasionados por la retención ilegal de la propiedad. El Dueño se acuerda en aceptar pagos de alquiler sin tomar en cuenta otros cargos debidos al Dueño por parte del Arrendatario. El Arrendatario y el Dueño se acuerdan que el alcance de daños disponibles incluirá, pero no será limitado a, los específicamente previstos en el Artículo 1951.4 del Código Civil de California. ^{3560.156(c)(18)(ix)}

11. INSPECCIÓN DE LA PROPIEDAD:

A. El Arrendatario reconoce que ha inspeccionado la propiedad completamente y cuidadosamente, tal como la propiedad personal contenida allí, y no ha habido ninguna declaración o representación hecha que no se encuentra manifestada aquí dentro sobre la condición en el pasado, presente o futuro de la propiedad o cualquier edificio del cual la propiedad es parte, sea por o por parte de la Administración. Por medio de tomar posesión bajo el presente, el Arrendatario reconoce que la Propiedad está lista para ocupación, y se encuentra en buenas y sanitarias condiciones, y por medio del presente renuncia cualquier reclamo o derecho sobre la condición o estado de la Propiedad o tal propiedad personal, con la excepción de lo anotado en el Formulario de Inspección de Entrada/Salida, del cual se le entregará una copia al Arrendatario al instalarse. Le han dado al Arrendatario la oportunidad de acompañar al

Gerente en la inspección de la Propiedad al instalarse, y ha ayudado a la Administración a rellenar el formulario. La firma del Arrendatario en el Formulario de Inspección (*Move In Inspection Form*) reconoce que el formulario indica precisamente la condición de la Propiedad. Cuando sale de la propiedad, el Arrendatario tendrá otra vez la oportunidad de acompañar al Gerente en la inspección de la Propiedad. La firma del Arrendatario en el Formulario de Inspección (*Move Out Form*) reconocerá que el formulario describe precisamente la condición de la Propiedad cuando sale, pero no que el Arrendatario esté de acuerdo con los cargos contra su depósito, si es que hayan. 3560.156(c)(18)(xii)

B. El Arrendatario se acuerda en entregar la Propiedad (incluso todas las llaves) a la Gerencia cuando termina su tenencia en las mismas condiciones buenas que cuando la recibió, con la excepción de desgaste normal.

C. El Dueño proveerá mantenimiento de la propiedad como sigue:

1. La propiedad y todo el equipo contenido en ella, tanto como las áreas comunes, instalaciones y equipo proveído para el uso y beneficio del Arrendatario, serán mantenidos en condiciones decentes, seguras y sanitarias. El Dueño responderá dentro de un período de tiempo razonable a las llamadas del Arrendatario pidiendo servicios consistentes con dicha obligación. Cuando aplique (como en los casos de edificios de varias unidades), dicho mantenimiento de las áreas comunes, instalaciones y equipo incluirá la limpieza y mantenimiento del terreno, céspedes y arbustos. El/los Arrendatario(s) puede(n) entablar una queja si el Dueño falta de proveer el mantenimiento debido (véase el Párrafo 17, Quejas). 3560.156(c)(18)(x)

2. El Dueño proveerá servicios de exterminación rutinarios como requieran las condiciones. Si se proveerá dicho servicio en un horario fijo, será como sigue: SERVICIOS PROVEÍDOS CADA VIERNES A PETICIÓN DEL ARRENDATARIO. _____

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D. Si dentro de un período de tiempo razonable después de avisar a la Gerencia de deterioros que crean una morada intolerable que el Dueño debe reparar, el Arrendatario podrá hacer las reparaciones, con tal que el costo de la reparación no requiera un gasto que exceda un mes de alquiler de la propiedad, y podrá descontar el costo del Alquiler, o el Arrendatario podrá desocupar la Propiedad; en tal caso será exonerado de pago adicional de alquiler, o cumplimiento con otras condiciones. Este remedio no estará disponible al Arrendatario más de dos veces durante cualquier período de 12 meses. Para los fines de esta sección, si el Arrendatario actúa para hacer reparaciones y rebajar el costo del alquiler después de 30 días de dar el aviso, se supondrá que actuó después de un período de tiempo razonable.

12. **INSPECCIONES Y REPARACIONES:** Al recibir previo aviso escrito de la Gerencia, el Arrendatario permitirá que el Dueño, su agente, representantes de USDA-RD, o cualquier representante del tenedor de la hipoteca de la propiedad, entre a la propiedad con el fin de hacer inspecciones y reparaciones razonables. EXCEPCIÓN: El Dueño o su agente tendrá el derecho de entrar a la propiedad sin previo aviso si (1) El Arrendatario ha abandonado o entregado la propiedad, o (2) la Gerencia razonablemente cree que existe una emergencia que requiere su entrada. En caso de emergencia, la Gerencia tendrá que notificar prontamente al Arrendatario por escrito de la fecha, hora y propósito de tal entrada, y de la urgencia que la requirió. Aparte de

emergencias, se supondrá que **48 horas de previo aviso por escrito** será aviso razonable.

3560.156(c)(18)(xii)

13. **MANTENIMIENTO Y COSTOS POR REPARACIONES:** El Arrendatario pagará los costos de mantenimiento y reparaciones, con la excepción de desgaste normal, de acuerdo con la Lista de Cargos por Daños Causados por el Residente y Llamadas de Servicio de Mantenimiento mantenida por la GERENCIA. La Lista de Cargos por Daños Causados por el Residente y Llamadas de Mantenimiento según exista será incorporada por referencia en el presente Contrato de Arriendo. Hay copias de la Lista de Cargos por Daños Causados por el Residente y Llamadas de Servicio de Mantenimiento fijadas en las oficinas de la Gerencia, y el Arrendatario recibirá una copia al pedirla. Los costos de mantenimiento y reparaciones serán considerados iguales que el alquiler. La Gerencia tiene la opción de iniciar acción legal para cobrar costos no pagados o, conforme con el Párrafo 16, puede terminar la tenencia del Arrendatario por faltar de pagar repetidamente.

A. Si el ARRENDATARIO pide una visita de servicio por cualquier razón, los representantes de la GERENCIA pueden entrar sin mandar una notificación escrita al ARRENDATARIO.

B. En caso que el ARRENDATARIO y todos los adultos de la unidad familiar estén ausentes de la propiedad en el momento de entrar, la GERENCIA dejará una nota escrita indicando la fecha, hora y razón por la entrada.

14. **ALTERACIONES:** Sin la aprobación previa en forma escrita de la Gerencia, al Arrendatario no se le permite (1) pintar, empapelar o de otra manera redecorar o hacer alteraciones, ampliaciones o mejoras en o a la propiedad; (2) instalar un lavaplatos, unidad de aire acondicionado u otro equipo eléctrico; (3) colocar enseres fijos, rótulos o cercas en o alrededor de la propiedad; (4) cambiar o agregar cerraduras; (5) instalar algún aparato de recepción de televisión o radio. _____

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15. **DISCRIMINACIÓN:** El Dueño no discriminará contra el Arrendatario en la provisión de servicios o en cualquier otra forma, por razones de raza, color, credo, religión, género, origen nacional, edad, estado civil o familiar, o incapacidad física o mental (El Arrendatario tiene que poseer la capacidad de entrar en un contrato legal). El complejo de viviendas es financiado por el Departamento de Agricultura de los Estados Unidos (U.S.D.A.), Desarrollo Rural, y es sujeto al Título VI de la Ley de Derechos Civiles de 1964, el Título VIII de la Ley de Equidad de Vivienda, el Artículo 504 de la Ley de Rehabilitación de 1973 y la Ley de Discriminación por Edad de 1973. Si tiene alguna queja, debe dirigirse a la Oficina de Derechos Civiles del Departamento de Agricultura a la dirección siguiente: *U.S. Department of Agriculture's Office of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW., Washington DC 20250-9410* o llamar al (800) 795-3272 (voz) o (202) 720-6382 (TDD); o la Oficina de Igualdad de Vivienda y Oportunidades a la dirección siguiente: *Office of Fair Housing and Equal Opportunity, U.S. Department of Housing and Urban Development (HUD), Washington, DC 20410.* 3560.156(c)(6)

16. TERMINACIÓN DEL ACUERDO:

A. A menos que se termine conforme con las disposiciones contenidas aquí dentro, el contrato de arriendo será renovado automáticamente, agregando términos de 1 año cada vez. Se debe entregar un aviso de treinta (30) días de previo aviso de terminación al Dueño, sea personalmente o por correo a la oficina de la Gerencia en la propiedad. Durante el período de 30 días, el Arrendatario pagará el alquiler de antemano como se prevé aquí. Faltar de cumplir con las disposiciones expuestas en el presente contrato de arriendo resultará en diligencias de desahucio iniciadas por la Gerencia. 3560.156(b)(3), 3560.156(c)(18)

B. Se puede terminar la tenencia antes del vencimiento del contrato de arriendo sin que se considere la terminación un desahucio bajo las circunstancias siguientes:

1. Este contrato de arriendo terminará con el fallecimiento del Arrendatario, o si son esposos, de uno de ellos, a menos que los miembros de la familia sobrevivientes califiquen como obreros agrícolas. Si los miembros sobrevivientes no califican, tendrán que desocupar la unidad dentro de treinta (30) días de ser avisados que no son elegibles, o cuando se venza su contrato de arriendo, el que sea mayor, a menos que el USDA-RD otorgue una extensión temporal de tenencia.

2. Si el Arrendatario entrega un aviso escrito de no menos de treinta (30) días de su intención de terminar el contrato de arriendo al Dueño en la oficina del Dueño o la oficina del Gerente en la propiedad, o a alguna dirección diferente designada por el Dueño por escrito, citando "motivos suficientes", tales como trasladarse a otro lugar por razón de empleo, por pérdida de empleo, enfermedad severa, fallecimiento de su cónyuge, u otras razones obligatorias o de costumbre en la comunidad; o notificación del Dueño de su intención de pagar por adelantado. Por medio del presente, el Arrendatario se acuerda en desocupar la Propiedad no más tarde que la fecha especificada en dicho aviso.

3. Por abandono de la propiedad por parte del Arrendatario, con tal que el Dueño cumpla con las provisiones pertinentes del Código Civil de California para establecer dicho abandono.

4. Por el Dueño, cuando el Arrendatario ha suministrado información al Dueño que falta de establecer la elegibilidad financiera del Arrendatario a seguir en su unidad, con tal que el Dueño le entregue al Arrendatario aviso escrito de dicha terminación, conforme con las disposiciones pertinentes del Código Civil de California.

C. El Dueño o el Gerente del Complejo de Viviendas puede terminar o rehusar renovar cualquier tenencia solamente por un incumplimiento sustancial con el contrato de arriendo u otro motivo suficiente, tal como falta de elegibilidad del arrendatario, o conducta del Arrendatario que altera la habitabilidad del complejo de viviendas, o por presentar una amenaza directa a la salud o seguridad de cualquier persona o el derecho de cualquier Arrendatario de disfrutar tranquilamente la Propiedad y las instalaciones relacionadas, o comportamiento que resulte en daño físico sustancial que tenga un efecto financiero adverso en el complejo habitacional, o la

propiedad de otras personas, con la **EXCEPCIÓN** de cuando dicha amenaza podría ser eliminada por medio de la aplicación de una adaptación razonable.

1. INCUMPLIMIENTO SUSTANCIAL:

- a. Una o más violaciones sustanciales del Acuerdo,
- b. Morosidad crónica en el pago del alquiler:

(1) La morosidad crónica se define como la falta de pagar el alquiler u otros cargos pagaderos para el décimo día del mes durante tres meses seguidos, o faltar de pagar el alquiler u otros cargos para el décimo día del mes cuatro veces en un año civil o seis veces durante un periodo de dos años civiles consecutivos.

(2) Cuando la Gerencia determina que un Arrendatario tiene su cuenta atrasada crónicamente, según la definición bajo el Artículo 16.C.1b.1, la Gerencia le mandará una carta de advertencia para avisarle de esa determinación, y que un incidente adicional de faltar de pagar el alquiler u otros cargos para el 10º del mes constituirá motivo suficiente para terminación del contrato de arriendo.

(3) Si el Arrendatario no ha pagado o hecho arreglos para pagar su alquiler atrasado para la fecha de vencimiento del aviso de pagar o desocupar, el caso será mandado al Abogado de la Gerencia para que inicie una Acción de Retención Ilegal de Inmueble. Después de entablar la acción, la Gerencia tendrá la opción de parar la acción solamente si se pagan los honorarios y costos del abogado y más del 50% (cincuenta por ciento) del total debido o un mes de alquiler, y firma un acuerdo para pagar el balance.

c. Reconocimiento de o condena por: usar, intento de usar, posesión, manufactura, venta, distribución o cualquier otra participación ilegal con una sustancia ilícita; o cualquier otra actividad ilegal, sea por el Arrendatario o Miembro de su Unidad Familiar, invitado o visitante; esto incluye llevar, poseer o consumir bebidas alcohólicas en el césped, áreas recreativas, o aparcamientos del complejo habitacional. Dicha actividad es la que:

(1) Se lleva a cabo por el Arrendatario o alguien bajo su control;

(2) Es permitida por un miembro de la unidad familiar, visitante, o invitado, como resultado de la falta del Arrendatario de tomar pasos para prevenir o controlar la actividad ilegal o sacar el Miembro de la Unidad Familiar, visitante, o invitado que comete la actividad ilegal.

2. MOTIVO SUFICIENTE puede incluir, pero no será limitado a:

a. Permitir un adulto no incluido en este contrato de arriendo a hacerse miembro del hogar sin autorización escrita de la Gerencia, en cualquier momento durante el término de este contrato de arriendo;

b. Falseamiento intencional de cualquier hecho, o faltar intencionalmente de declarar cualquier hecho que podría afectar la elegibilidad del Arrendatario, o elegibilidad continua para vivir en el complejo de viviendas;

c. Falta seria o repetida de:

(1) Mantener limpia y sanitaria la parte de la Propiedad que el Arrendatario ocupa y usa, según la condición de la Propiedad permita;

(2) De deshacerse de todos los desechos y basura de su morada de manera limpia y sanitaria;

(3) De usar y operar apropiadamente todos los ensures eléctricos, de gas y plomería, y de mantenerlos tan limpios y sanitarios como permita su condición, y mantener los servicios públicos que tiene bajo su obligación;

(4) De ocupar la Propiedad como la residencia del Arrendatario, utilizando las respectivas partes de la misma para vivir, dormir, cocinar o comer según diseñadas o planeadas para tales actividades.

d. Interferir seriamente o repetidamente con los derechos de los otros arrendatarios de ejercer sus derechos como residentes del complejo de viviendas, o ha interferido con su derecho de disfrutar tranquilamente la Propiedad.

e. Alterar la habitabilidad del complejo habitacional por medio de amenazar la salud y seguridad de otras personas.

f. Cualquier acción prohibida por ley estatal o local.

g. Permitir a cualquier persona en la propiedad voluntariamente o sin sentido a destruir, disfigurar, dañar, alterar o remover cualquier parte de alguna estructura, morada, instalación, equipo o aditamentos a los mismos, o que ha cometido personalmente alguno de esos actos.

h. Infracciones menores repetidas del contrato de arriendo que alteran la habitabilidad y armonía del complejo de viviendas por medio de afectar adversamente la salud y seguridad de cualquier persona, o el derecho de cualquier arrendatario de disfrutar tranquilamente la propiedad arrendada y el relacionado complejo de viviendas, o que tengan un efecto financiero adverso en el complejo de viviendas.

i. La Gerencia tiene que basar su decisión en datos objetivos actuales, no alguna suposición que un arrendatario podría presentar un peligro o amenaza a otras personas o propiedad.

j. No puede considerar conducta como motivo suficiente a menos que la Gerencia le haya dado al Arrendatario aviso anterior que la conducta resultará en motivo para terminar su tenencia. 3560.156(c)(18)(xvii)

D. AVISO DE VIOLACIÓN DEL CONTRATO DE ARRIENDO:

1. El aviso de Intención de Terminar Tenencia será manejado conforme con los términos del Acuerdo. Los arrendatarios recibirán aviso anterior de desalojo conforme con la ley estatal o local. El aviso tiene que:

3560.156(c)(18)(xvi)

a. Incluir el nombre del Arrendatario, la dirección de la propiedad y la firma de la parte que da el aviso, o la firma de su representante autorizado.

b. Referir a las provisiones pertinentes del contrato de arriendo y/o documentos adjuntos incorporados al mismo.

c. Manifestar las violaciones con suficiente información que describe la naturaleza y frecuencia del problema con suficiente especificidad para que el Arrendatario pudiera entender y

corregir el problema. En los casos en que la terminación propuesta de tenencia es por la falta del Arrendatario de pagar el alquiler o precio de ocupación, un aviso que manifiesta el total de dólares del balance debido en la cuenta de alquiler o precio de ocupación y la fecha del cálculo satisfará los requisitos.

d. Indicará que se espera que el Arrendatario corrija la violación del contrato de arriendo para una fecha especificada.

e. Indicará que el Arrendatario puede reunirse informalmente con la Gerencia para tratar de resolver la violación mencionada antes de la fecha de acción correctiva especificada en el aviso.

f. Avisar al Arrendatario que si no ha corregido las violaciones indicadas para la fecha especificada, o si se queda en la unidad arrendada en la fecha especificada de terminación, el Dueño podrá intentar hacer cumplir el contrato de arriendo por medio de la iniciación de una acción legal; en aquél entonces el Arrendatario podría presentar una defensa.

g. Incluir la ubicación de la oficina y las horas laborales normales durante las cuales el Arrendatario (o su abogado) puede repasar el expediente del Arrendatario y sacar copias de la información contenida para ayudar la defensa del Arrendatario.

2. El aviso se efectuará por medio de: (1) entregar en persona una copia al Arrendatario (2) por medio de dejar una copia del aviso con una persona de edad y discreción razonable presente en la residencia del Arrendatario y enviar una copia del aviso por correo al Arrendatario a su residencia o (3) si no hay nadie en la residencia del Arrendatario, por medio de fijar una copia del aviso al Arrendatario en su residencia en la propiedad y enviarle una copia por correo, con timbre postal apropiado, dirigida al Arrendatario a su domicilio en el complejo habitacional. Las clases de avisos incluyen:

a. Un aviso de treinta (30) días de terminación de tenencia por motivo suficiente será entregado al Arrendatario por medio de entrega personal o correo certificado. Tal aviso indicará las razones específicas por el desahucio, con referencia a las cláusulas presuntamente contravenidas, y avisará al Arrendatario de su derecho de responder al aviso dentro de diez (10) días de recibir el aviso por medio de presentar la queja que tenga personalmente, verbalmente o por escrito, conforme con CFR Parte 3560.160 de Instrucción 7 del RD; o responder al aviso y tener una audiencia sobre su queja, si es elegible, por medio de entregar una petición de audiencia por escrito dentro de diez (10) días de recibir el resumen de la reunión informal llevada a cabo como resultado a la respuesta del Arrendatario a dicho aviso.

b. Un aviso de tres (3) días de terminación por no pagar el alquiler se hará en la forma, y conforme con el tiempo requerido por la ley de California.

17. QUEJAS: El Dueño y el Arrendatario se acuerdan que cualquier queja o apelación del Arrendatario referente a las acciones, falta de acción o alguna decisión de la Gerencia será resuelta de acuerdo con lo dispuesto en el Procedimiento de Quejas y Apelaciones de los Arrendatarios de Desarrollo Rural (*Rural Development Tenant Grievance and Appeals Procedure*) Instrucciones RD 7 CFR 3560.160 (hay una copia fijada en la oficina de la Gerencia, disponible para la inspección del Arrendatario, y incluida como anexo al presente contrato de arriendo). 3560.156(c)(18)(xix)

18. TRANSFERENCIA DEL CONTRATO DE ARRIENDO: El Arrendatario entiende que si el complejo habitacional se vendiera a un comprador aprobado por Desarrollo Rural, este acuerdo será transferido al dueño nuevo. 3560.156(c)(18)(xv)

19. PAGO POR ADELANTADO POR PARTE DEL DUEÑO: En caso de pago por adelantado del préstamo de Desarrollo Rural, el presente contrato de arriendo será respetado hasta su fecha de vencimiento o la fecha del pago por adelantado, lo que ocurra más tarde, con tal que el Dueño haya cumplido con los procedimientos apropiados de notificación y pago por adelantado contenidos en 7 CFR 3560.653-3560.654. No se aumentará ninguna contribución al alquiler por parte del Arrendatario durante el término del contrato de arriendo por razón del pago por adelantado.

20. SUSPENSIÓN OR CANCELACIÓN DE SUBSIDIOS FEDERALES POR INCUMPLIMIENTO DE PAGO POR PARTE DEL PRESTATARIO: Si algún subsidio federal pagado a los Dueños por parte de los Arrendatarios sea suspendido o cancelado por algún incumplimiento monetario o no monetario por parte del Dueño, el pago monetario hecho por el Arrendatario al Dueño (o, cuando aplique, el pago monetario recibido por el Arrendatario del Dueño) no cambiará de lo que hubiera sido requerido si el subsidio hubiera seguido en vigencia. 3560.156 (c)(3)

21. TERMINACIÓN DE CONTRATO DE ARRIENDO EN CASO DE DESASTRE: El Dueño no será responsable si, por incendio u otro desastre, la propiedad se hace inhabitable. En tal caso, el contrato de arriendo será terminado automáticamente, a menos que sea posible reparar o rehabilitar el edificio dentro de 120 días. 3560.156(c)(18)(xviii)

22. MODIFICACIÓN DEL CONTRATO DE ARRIENDO: Este Acuerdo puede ser modificado por medio de entregar un aviso apropiado al Arrendatario junto con el ofrecimiento de un contrato de arriendo modificado y/o un anexo que revisa el contrato de arriendo existente. Se requiere un aviso escrito con treinta (30) días de anticipación. El Arrendatario tiene el derecho de apelar cualquier modificación al contrato de arriendo, conforme con el Procedimiento de Apelaciones y Quejas de los Arrendatarios de Desarrollo Rural (véase el párrafo 17, Quejas), si la modificación resultará en la negación, rebaja sustancial o terminación de beneficios recibidos. 3560.156(b)(6)

23. ABANDONO DE LA UNIDAD Y PROPIEDAD PERSONAL: En caso de la ausencia del Arrendatario del departamento por catorce (14) días consecutivos y en mora con el pago del alquiler durante dicho período de tiempo, se considerará que el departamento ha sido abandonado por el Arrendatario. Toda la propiedad del Arrendatario que haya dejado en el departamento o los edificios después de la terminación del presente Acuerdo, o la terminación del derecho de posesión del Arrendatario por cualquier razón, podrá ser manejada, sacada o desechada por el Dueño conforme con la ley del estado. El Dueño no será responsable de ninguna manera por propiedad que el Arrendatario ha dejado en el departamento o el edificio. El Arrendatario pagará al Dueño, a petición, todos los gastos incurridos en tal disposición, incluso un costo razonable por almacenamiento.

La tenencia de la unidad familiar del Arrendatario todavía existe durante el tiempo que las posesiones del Arrendatario queden en la unidad aun cuando la Unidad Familiar del Arrendatario ha dejado de ocupar personalmente, con la intención de desocupar y dejar el complejo de

viviendas, hasta cuando las posesiones personales hayan sido sacadas, sea voluntariamente o por medios legales, sujeto a las disposiciones de la ley local o estatal. 3560.156(c)(9)

24. AVISOS: Todos los avisos requeridos por este Acuerdo se harán por escrito y serán entregados en persona o mandados por correo prepago como sigue:

Al Arrendatario: A la unidad alquilada en la Propiedad.

Al Dueño: A la oficina en la propiedad, ubicada en 1455 Butte House Rd, Yuba City, CA 95993.

3560.156(b)(5), 3560.156(c)(18)(xvii)

25. DEMANDAS/COSTAS LEGALES: En caso de alguna acción legal para hacer cumplir las disposiciones de este contrato de arriendo, a la parte vencedora se le concederán costas del tribunal y honorarios razonables de abogados, además de cualquier otra compensación.

A. Honorarios de Abogados: El Arrendatario consiente en pagar los honorarios razonables de abogados otorgados por el Tribunal, en caso de la necesidad de acción legal para desalojar el Arrendatario o hacer cumplir los Términos y Condiciones del Contrato de Arriendo por parte de la Gerencia, incluso acción para recuperar los costos de reparar o limpiar la propiedad después de cuando sale el Arrendatario, CON TAL QUE EL ARRENDATARIO NO PREVALEZCA EN LA ACCIÓN LEGAL.

1. El Arrendatario se acuerda que cualquier acuerdo celebrado conforme con el Artículo 16.C.1b.3. será una enmienda al contrato de arriendo, y se cobrarán los costos y honorarios de los abogados, conforme con el Artículo 16.C.1b.3 y no pagados en el momento de cualquier acción será considerados como alquiler adicional.

26. RENUNCIA DE CONDICIONES DEL ACUERDO: Alguna falta del Dueño de insistir en cumplimiento estricto con los términos, convenios, acuerdos y condiciones contenidas aquí dentro, o alguno de ellos, no constituirá ni se considerará alguna renuncia o abandono del derecho de hacer valer tal término, convenio, acuerdo o condición a partir de entonces, y continuarán en plena vigencia y efecto.

27. LEY DE MEGAN: Aviso: En conformidad del Artículo 290.46 del Código Penal, hay información sobre delincuentes sexuales registrados especificados está disponible al público por medio de un sitio web del Departamento de Justicia en www.meganslaw.ca.gov. Esa información incluirá la dirección del delincuente o su ciudad de residencia y código postal; esto depende en su historia penal.

28. REGLAS DE OCUPACIÓN: Las Reglas de Ocupación se fijan al presente y se hacen parte del Acuerdo, y el Arrendatario se acuerda en cumplir con cada una y todas las reglas, tanto como las enmiendas que se hagan relativos a dicho documento, de las cuales el Arrendatario será debidamente notificado por escrito según dispone el Párrafo 22 del Acuerdo.

29. RECIBO DEL ACUERDO FIRMADO Y DOCUMENTOS ANEXOS AL ACUERDO (si aplica): Por medio de asentar su firma al presente, el Arrendatario reconoce haber recibido una copia ejecutada del Acuerdo. Por medio de inicializar, el Arrendatario reconoce (1) que ha recibido una copia del anexo mencionado, lo ha leído y que entiende los documentos, y (2) que los anexos son incorporados en el Acuerdo como si estuvieran reproducidos en su totalidad.

3560.156(c)(18)(xxi)

Iniciales del Arrendatario:

- a. _____ **Copia del Contrato de Arriendo (Inglés Español)**
- b. _____ **Reglas de Ocupación**
- c. _____ **Certificación de Ingresos de Agricultura**
- d. _____ **Anexo RH-45(c) Asistencia de Arriendo**
- e. _____ **Certificación del Arrendatario 3560-8**
- f. _____ **USDA/RD Labor Agrícola – Violación de Drogas**
- g. _____ **Anexo de Moho y Mildíu**
- h. _____ **Anexo al Contrato de Arriendo de USDA-RD sobre Antenas Parabólicas**
- i. _____ **3560.160 Procedimiento de Quejas del Arrendatario**
- j. _____ **Normas de Ocupación/Acuerdo de Trasladarse**
- k. _____ **Aviso de la Proposición 65**
- l. _____ **Anexo sobre el Asbestos**
- m. _____ **Formulario sobre Pintura a Base de Plomo/Libreta**
- n. _____ **Notificación de Pesticida**
- o. _____ **Matrícula de Vehículos**
- p. _____ **Normas de Limpieza**
- q. _____ **Lista de Cargos por Daños Causados por el Residente**
- r. _____ **Formulario de Inspección Al Entrar/Salir**
- s. _____ **Otro: _____**

En fe de lo cual, las partes han ejecutado el presente Acuerdo en la fecha anotada abajo.

ARRENDADOR (DUEÑO): _____ FECHA: _____

ARRENDATARIO: _____ FECHA: _____

COARRENDATARIO: _____ FECHA: _____

COARRENDATARIO: _____ FECHA: _____

COARRENDATARIO: _____ FECHA: _____



OCCUPANCY RULES RURAL DEVELOPMENT FARM LABOR HOUSING- RICHLAND SITE



This institution is an equal opportunity provider and employer."

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form, you May also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov



OCCUPANCY RULES
RURAL DEVELOPMENT FARM LABOR HOUSING-RICHLAND SITE

The support and cooperation of all of our Residents in following these Occupancy Rules is of utmost importance in order to promote harmonious and pleasant living conditions within our apartment community. The observance of the requirements and guidelines will help you, your fellow neighbors, and Management maintain this complex as a pleasant place to live.

HOLD HARMLESS AND WAIVER: No insurance is provided by Landlord for Tenant's personal property or additional living expense. Tenant agrees to indemnify and hold Landlord harmless and in no way accountable for any liability of personal injury or property damage caused or permitted by Tenant or any other person on the premises with Tenant's consent except as May be caused by the negligence of Landlord. HOUSING AUTHORITY RECOMMENDS THAT TENANT SECURE INSURANCE TO PROTECT HIM/HERSELF AND HIS/HER PROPERTY.

OFFICE HOURS: Office Hours are Monday thru Thursday 8:00 am to 4:30 pm.

1) GENERAL

- a) This document is an addendum and is part of the Residential Dwelling Lease ("Lease"), dated _____, between the REGIONAL HOUSING AUTHORITY, ("Housing") and _____ Resident"), for the dwelling unit located at _____, Yuba City, CA 95991 ("Premises").
- b) Amendments to the Occupancy Rules May be adopted by Housing upon 30 days prior written notice to Resident.
- c) Occupancy Rules shall apply to Resident(s), Authorized Persons, guests and invitees.

2) ADMINISTRATIVE

- a) Rent is due and payable on the first of each month. The Housing Authority shall provide Resident a grace period of ten (10) calendar days to pay the rent. Receipt of rent by the Housing Authority after the tenth (10th) calendar day shall be considered late payment.
- b) Please direct all complaints to the RD Specialist. If your property has an on-site manager, please direct complaints to the manager. Complaint forms and suggestion forms are available at the front desk.

3) MOVING IN/OUT

- a) An initial inspection (MOVE-IN) will be completed upon completion of the initial lease. All deficiencies will be noted on this inspection.
- b) Door and mailbox keys must be returned to the Housing Authority with Resident vacates. If not, Resident will be charged for the cost of changing the locks and replacing the keys.
- c) Resident agrees to remove all property when vacating the premises. All property left on the premises when the unit is vacated shall be deemed to be property abandoned by Resident and May be disposed of according to law.

4) USE OF PREMISES

a) A smoke detection device has been installed in each unit for Resident protection. It is the Resident's responsibility during tenancy to periodically test the device. REMOVING OR TAMPERING WITH A SMOKE DETECTOR will be considered cause for termination of tenancy. TESTING INSTRUCTIONS: Test by pushing button on cover. The alarm will sound if alarm is working properly. If no alarm sounds, contact Management immediately.

b) Resident shall refrain from using plumbing or electrical equipment for any purpose other than that, for which they were constructed or installed, and to refrain from waste of, and use only in a manner designed to conserve water, gas, and electricity, all electrical, plumbing, sanitary, heating, ventilation, air conditioning, and other facilities and apparatus.

c) Minimum and Maximum Occupancy Standard

2 Bedroom – 2 to 4 people

3 Bedroom – 4 to 6 people

4 Bedroom – 6 to 8 people

Resident must not give accommodations to any roomers, lodgers or other persons not listed on the Lease and must use the residence as a private dwelling solely for Tenant and Tenant's Household as listed on the Tenant Certification (Form 3560-8). Guests making reoccurring visits or a continuous visit of 14 days and/or nights or more in a 45 day period require prior written consent of Management.

d) In order to ensure Equal Opportunity for all Residents, the Housing Authority will address all Requests for Reasonable Accommodation in a timely manner. Requests can be made verbally or in writing at the Housing Authority office.

5) NOISE AND CONDUCT

a) Resident shall not engage in any activity that endangers Resident or others. Tenant shall not cause or threaten to cause serious physical injury to another person on the premises, or be in a fight involving the use of any weapon while on the premises; commit corporal abuse upon any child, spouse, cohabitant or elderly person; brandish any firearm, knife, explosive, or other dangerous object while on the premises; sell or possess any controlled substance; possess, or be under the influence of any controlled substance including alcohol, or be under the ABUSIVE influence of any other compounds or medication, restricted or otherwise.

b) Resident shall not make or allow any excessive noise on the Premises nor permit any actions that will interfere with the rights, comforts or conveniences of other persons. Resident shall refrain from playing musical instruments, television sets, stereos, radios, computers, and other mechanical, electronic or entertainment equipment at a volume likely to disturb other persons. Resident acknowledges that a tolerable volume during normal daytime and early evening hours May not be considered a tolerable volume during late night or early morning hours and will adjust volume accordingly so as not to disturb neighbors or other persons. **Quiet hours are between 9:00 p.m. and 7:00 a.m.**

c) Resident also acknowledges that Resident lives in a community within close proximity of neighbors, and shall accept as reasonable and normal typical sounds including but not limited to noises generated by the use of plumbing, fans, closet and cabinet doors, etc. Resident shall refrain, and shall ensure that Resident's guests or minors likewise refrain, from activities and conduct inside and outside the Premises (patios, common areas, parking areas, or recreational facilities) that are likely to annoy or disturb other persons and shall conduct themselves, and their guests to conduct themselves in a manner that will be conducive to maintaining the project in a decent safe and sanitary condition; and to promote the quiet enjoyment of the premises for all Residents. Resident shall refrain from creating, or allowing to be created, any noise or activity that is disturbing to other residents or neighbors, including but not limited to loitering, partying or loud conversations. Gang activity is prohibited.

d) All children on the Premises must be supervised by a responsible adult at all times. Parking lots are not play areas and as such children shall not be allowed to play in these areas. Parents or guardians shall take care that toys or other objects are not left in public areas or walkways and do not otherwise create a safety hazard.

e) Vandalism and/or destruction of plants, gardening equipment, or property or appurtenances of the Housing Authority, neighboring properties, or public property is prohibited. There shall be no digging in the grass areas of Housing Authority property. Gardens other than potted plants placed on cement patios are not allowed. The Housing Authority has a zero-tolerance policy for any vandalism, graffiti and/or malicious damage done to Authority property. Resident and Resident's guests or minors who engage in the above will be prosecuted, and the Lease and any related rental subsidy May be terminated. In addition, Resident shall pay to Housing any costs associated with repairing damage to Housing property.

f) Yard sales, rummage sales, or other advertised events that attract the general public shall be prohibited without written permission from Housing Management. If permitted, such events shall be conducted in accordance with Yuba City Municipal Code provisions.

g) The soccer field, park areas and open grassy areas are open for resident use until dusk. Resident's must apply and receive PRIOR Housing Authority approval before use after dusk.

h) The Hans Miller Building is available for resident meetings and activities. Resident's May request permission to use the Hans Miller Building for personal activities as well.

i) It is unlawful for Resident, Household Members, or Guests to bring, possess, or consume any alcoholic beverage within the common areas, grass areas (open space), and/or within the confines of any recreational area, and/or parking lot of this housing development.

j) Resident, all members of the Resident's household and guests shall not engage in lewd and lascivious acts with any person or child on or about the premises.

6) CLEANLINESS & TRASH

- a) Resident shall keep the Premises, as well as areas immediately adjacent to the Premises, clean, sanitary and free from objectionable odors. Resident shall ensure that trash or other materials are not stored or permitted to accumulate so as to be unsightly, cause a nuisance or hazard, or be in violation of any health, fire or safety regulation. Resident shall be responsible, at Resident's sole expense, for hauling to the dump those items too large to fit in the trash containers. Under certain circumstances, Housing May provide hauling of large items; however, Resident must obtain permission from the Housing Authority Staff before placing large items out for pick-up.
- b) Resident shall place all trash in appropriate dumpsters. Resident shall ensure that papers, cigarette butts and trash are placed in appropriate receptacles so that litter is not created on or about Premises or in the common areas. Resident shall ensure that large cardboard/ packing boxes are not stored in patios, and are broken apart before being placed in trash containers.
- c) Resident shall not feed, nor leave food or seeds out for wild birds, wild or domestic animals, either outside the Premises or in the common areas. This practice attracts rodents, creates bird and animal droppings and results in unsafe and unsanitary living conditions. Leaving any materials in any manner that will attract such animals onto Housing property shall be prohibited.
- d) Resident shall refrain from storing or disposing of any combustible or hazardous materials in or about the Premises, trash containers, dumpsters, storm drains, or sewer or drain lines.
- e) Resident shall not use window, ledge, A/C enclosures, patio, yard, fence or any common area, as a place to store or hang to dry items including but not limited to laundry, rugs, and mops. Resident shall refrain from shaking clothing, rugs and similar items from any windows.
- f) Resident shall ensure that furniture is kept inside the Premises and that unsightly items are kept out of view. Resident shall refrain from moving into the dwelling any water beds, or any other furniture or furnishings not in clean and sanitary condition. Patios May have furniture designed for outdoor use only.
- g) Resident shall make all efforts to prevent and/or eliminate mold or mildew as part of Resident's normal cleaning routine, keeping in mind that the Yuba City climate and humidity May promote the growth of mold and mildew in places such as window sills, shower stalls and other similar places. If, after following a normal and thorough cleaning routine, mold and mildew growth seem to be abnormal or difficult to control, Resident shall report these circumstances to Maintenance, in writing, and request that Maintenance staff assess and treat/abate any abnormal mold or mildew growth occurring on Premises. Maintenance staff shall evaluate such requests on a case-by-case basis.

7) MAINTENANCE & REPAIRS

a) Resident is expected to keep clean and in good working order all appliances and appurtenances within the Premises, and to report any needed repairs. Resident agrees to report immediately any accident, injury, damage or loss, or need of service or repairs to water or gas pipes, electrical wiring, drains, toilets, fixtures, or any other property or equipment covered by this lease, including all breakage, damage, or loss of any kind including, but not limited to, damage from overflow of water from sinks, bathtubs, toilets, or other basins. Tenant further agrees to immediately notify the Housing Authority of unsafe conditions in the common areas and grounds of the project which May lead to damage or injury. Maintenance requests are to be directed to the front office or by calling (530) 671-0220 and pressing 0. In no case shall Resident approach Maintenance Staff and direct them or assign tasks to Maintenance Staff. Failure to report maintenance items May result in charges to Resident and Lease violations.

b) Resident shall allow Housing personnel to inspect the Premises, with proper notice, for the purposes of determining deferred maintenance, as well as to assess proper upkeep of Premises by Resident. Proper notice shall be given to Resident in accordance with the terms of the Lease. If inspection fails, Resident May be referred for periodic Housekeeping Inspections and May be required to participate in a Housekeeping Program in order to fulfill Lease obligations for maintaining Premises in a safe and sanitary manner.

c) Resident shall not use drain cleaners of any kind, other than common household bleach. Resident is responsible for plumbing costs associated with hair, food and foreign objects found in drains and plumbing. It is the Resident's responsibility to report slow drains to Maintenance. Housing Authority personnel shall make arrangements for plumbing repairs. Tub enclosures and shower stalls are to be cleaned with non-abrasive cleansers.

d) Resident shall report immediately any cockroach, rodent or termite activity.

8) DECORATING RESTRICTIONS

a) No structural alterations are permitted or any cosmetic alterations that compromise the basic design features of Housing Authority property.

b) Resident May decorate the interior of the Premises with Resident's own drapes or blinds, provided that window treatments are of a neutral color (i.e., white or beige), as seen from the exterior of the Premises. Resident shall not use aluminum foil or other unsightly materials as a window covering.

c) Resident shall not install an air conditioner (window-mounted unit) without prior written permission from the Housing Authority. Resident May not install any antennas, including satellite dishes or mini-satellite dishes, upon either the interior or exterior of the Premises or common areas, including windows and balconies, without prior written authorization from Housing Authority.

d) Resident May use small picture hanger nails, but May not use items including but not limited to glue, large nails, adhesive tape or stickers on any walls or other surfaces. Resident May decorate with carpeting or rugs that are not attached or glued to the floor. Resident May not use contact paper or wallpaper. Painting of the unit is not permissible without prior written consent from Maintenance.

e) No dishwashers (portable or otherwise) installed or used within Premises.

f) Resident shall not replace or alter any lock or doorknob in the Premises. Deadbolts and/or keyed locks are prohibited on interior doors. Any lock that is changed without prior written permission from Housing shall be considered a structural alteration and a violation of the Lease.

9) VEHICLES & PARKING

- a) Residents and guests shall comply with parking practices as incorporated within the Lease. No semi-trucks, trailers are allowed. Vehicles must be parked in marked parking areas only.
- b) All guests must park on the street. Any vehicle improperly parked or blocking another vehicle or blocking an emergency vehicle access lane ("fire lane") will be immediately ticketed and/or towed away at vehicle owner's expense. Housing Authority is under no obligation to warn the owners or Ave.rs of improperly parked vehicles prior to ticketing and/or towing.
- c) Repairing any vehicle (other than minor repairs) and/or storing an inoperable vehicle shall not be permitted on Housing Authority property. Grocery store shopping carts shall not be stored or left on or near Housing Authority property. Removal and towing fees May be charged to Residents who do not comply with the above.
- d) The parking areas are not play areas, and adult residents must make sure that children under their care do not use the parking areas as a play area. No cycling, skateboarding, roller-skating, in-line skating, or other recreational or play activities will be permitted in parking areas.

10) SAFETY & SECURITY

- a) Security is the responsibility of each Resident. The Housing Authority assumes no responsibility or liability, unless otherwise provided by law, for Residents' safety and security, or for injury or damage caused by criminal acts of other persons.
- b) All Housing Authority dwelling units have locks on exterior doors. It is the Resident's responsibility to ensure that locks are secured upon exiting Premises, and to notify Maintenance if any lock is not functioning properly. When leaving for an extended period, Resident shall notify Housing Management, in writing, as to the length of Resident's absence.
- c) Resident shall not store gasoline, combustibles or other hazardous materials in the unit. Resident shall check that all appliances are turned off prior to leaving Premises.
- d) Resident shall not place, store, leave unattended or discard bicycles, strollers, toys, wagons, shopping carts, furniture, clothing, brooms, mops, garbage cans, wood, newspapers, or any other item in the common areas. Common areas include, but are not limited to, hallways, entrances, breezeways, sidewalks, stairways, garden areas, public meeting rooms and parking areas. No laundry shall be left to dry on any common area other than clothes lines. If Resident leaves items in the common areas, Housing Authority May remove these items and store or dispose of them at Resident's expense.
- e) Swimming pools & wading pools are strictly prohibited on Housing Authority grounds.

11) **PETS**

- a) Pets require prior approval of management and must comply with the Housing Authority Rules for Pets
- b) Pet Rules to not apply to Assistance Animals.

12) **RESIDENT MEETINGS**

- a) Resident meetings are held the 3rd Wednesday of the month at 6:00 pm at the Hans Miller Building. Residents are encouraged to attend.

THE UNDERSIGNED RESIDENT ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE FOREGOING DWELLING LEASE ADDENDUM, WHICH IS INCORPORATED INTO THE LEASE. VIOLATIONS OF THIS ADDENDUM MAY RESULT IN RESIDENT CHARGES AND/OR MAY CONSTITUTE CAUSE FOR TERMINATION OF THE LEASE AND ANY RENTAL SUBSIDY ASSOCIATED WITH THE LEASE. THE UNDERSIGNED RESIDENT HAS RECEIVED A DUPLICATE OF THIS ORIGINAL.

RESIDENT _____ DATE _____

RESIDENT _____ DATE _____

RESIDENT _____ DATE _____

RESIDENT _____ DATE _____

HOUSING AUTHORITY _____ DATE _____

REGLAS DE OCUPACIÓN VIVIENDAS DE LABOR AGRÍCOLA Y DESARROLLO RURAL - SITIO DE RICHLAND



EQUAL HOUSING
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**REGLAS DE OCUPACIÓN
VIVIENDAS DE LABOR AGRÍCOLA Y DESARROLLO RURAL - SITIO DE RICHLAND**

Son de suma importancia el apoyo y cooperación de todos nuestros residentes en cumplir con esas reglas de ocupación para promover condiciones de vida armoniosa y placentera dentro de nuestra comunidad de apartamentos. El cumplir con los requisitos y normas les ayudará a usted, sus vecinos y la gerencia a mantener el complejo un lugar agradable para vivir.

EXENCIÓN DE RESPONSABILIDAD Y RENUNCIA: El Arrendador no provee seguro para la propiedad personal o gastos adicionales de vida del Arrendatario. El Arrendatario acuerda indemnificar y liberar de responsabilidad al Arrendador por cualquier herida personal o daño a propiedad causado o permitido por el Arrendatario o cualquier otra persona en la propiedad con el consentimiento del Arrendatario, con la excepción de lo que haya sido causado por la negligencia del Arrendador. LA AUTORIDAD DE VIVIENDAS RECOMIENDA QUE EL ARRENDATARIO OBTENGA SEGURO PARA PROTEGERSE A SÍ MISMO Y SU PROPIEDAD.

HORAS DE OFICINA: Las horas de oficina son los lunes, martes, jueves y viernes de las 8:30 am hasta las 4:00 pm, y los miércoles de las 10:00 hasta las 4:00 pm.

1) GENERAL

- a) El presente documento es un anexo y es parte del Contrato de Arriendo Residencial (“Contrato de Arriendo”), con fecha _____, entre REGIONAL HOUSING AUTHORITY, (“Arrendador”) and _____ (“Residente”), para la morada ubicada en _____ Yuba City, CA 95991 (“Propiedad”).
- b) El Arrendador puede adoptar enmiendas a las Reglas de Ocupación al entregar notificación escrita al Residente con 30 días de anticipación.
- c) Las Reglas de Ocupación aplicarán al (a los) Residente(s), Personas Autorizadas, huéspedes e invitados.

2) CUESTIONES ADMINISTRATIVAS

- a) La renta (el alquiler) se vence y es pagadera el primero de cada mes. La Autoridad de la Vivienda le proporcionará un período de gracia de diez (10) días naturales para pagar la renta. Se considerará el pago atrasado si la Autoridad de la Vivienda recibe la renta después del décimo (10^o) día.
- b) Favor de dirigir cualquier queja a su Especialista de DR. Si su propiedad tiene un gerente en el sitio, dirija sus quejas al gerente. Hay formularios para quejas y sugerencias disponibles en la oficina.

3) OCUPACIÓN/DESOCUPACIÓN

- a) Se hará una inspección inicial al completar el contrato de arriendo inicial. Todas las deficiencias serán anotadas en el formulario de la inspección.
- b) Las llaves de la puerta y el buzón tienen que ser regresadas a la Autoridad de la Vivienda cuando el residente desocupa la residencia. Si no, se le cobrará al residente el costo de cambiar las cerraduras y reemplazar las llaves.
- c) El residente se acuerda en sacar toda su propiedad cuando desocupa la propiedad. Toda la propiedad personal dejada en la residencia cuando queda vacante será considerada propiedad abandonada por el residente, y será desechada conforme con la ley.

4) USO DE LA PROPIEDAD

a) Hay un detector de humo instalado en cada unidad para la protección del residente. Durante su tenencia, el residente tendrá la responsabilidad de poner a prueba el aparato. QUITAR O INTERFERIR EN UN DETECTOR DE HUMO será considerado causa para terminación de tenencia.

INSTRUCCIONES DE COMPROBACIÓN: Pruebe el detector de humo por medio de empujar el botón en la tapadera. Si funciona correctamente sonará la alarma. Si la alarma no suena, póngase en contacto con la gerencia inmediatamente.

b) El residente no usará la cañería o el equipo eléctrico, sanitario, de calefacción, ventilación y aire acondicionado, y los demás aparatos e instalaciones para ningún uso aparte de su propósito original al ser construidos o instalados. Conservará y evitará el desperdicio de agua, gas y electricidad.

c) Normas de Ocupación Mínima y Máxima

2 Dormitorios – 2 a 4 personas

3 Dormitorios – 3 a 6 personas

4 Dormitorios – 5 a 8 personas

El residente no debe dar alojamiento a huéspedes, inquilinos u otras personas no incluidas en el Contrato de Arriendo, y tiene que usar la residencia como morada privada únicamente para el Arrendatario y los miembros de su hogar, tal como estén enumerados en la Certificación de Arrendatarios (Formulario 3560-8). Los invitados que hacen visitas repetidas de 14 días y/o noches o más durante un período de 45 días requieren consentimiento previo por escrito de la Gerencia.

d) Para poder asegurar igualdad de oportunidades para todos los residentes, la Autoridad de la Vivienda responderá prontamente a todas las Peticiones de Acomodación Razonable.

5) RUIDO Y CONDUCTA

a) El residente no tomará parte en ninguna actividad que le ponga en peligro a sí mismo o a los demás. El arrendatario no causará o amenazará a causar lastimadura física seria a otra persona en la propiedad, tampoco participará en ninguna pelea con el uso de algún arma mientras esté en la propiedad; también se le prohíbe estar en ninguna pelea con el uso de cualquier arma mientras en la propiedad, cometer maltrato físico contra ningún niño, cónyuge, cohabitante o persona anciana; blandir algún arma de fuego, cuchillo, explosivo u otro objeto peligroso mientras esté en la propiedad. También se le prohíbe vender o poseer cualquier sustancia controlada, poseer o estar bajo la influencia de cualquier sustancia controlada, incluso el alcohol, o estar bajo la influencia abusiva de cualquier otro compuesto o medicamento, sea sustancia restringida o no.

b) El residente no hará o permitirá que se haga ningún ruido excesivo en la propiedad, tampoco permitirá ninguna acción que interfiera con los derechos o la comodidad o conveniencia de otras personas. El residente evitará tocar instrumentos musicales, televisores, estéreos, radios, computadoras u otro equipo mecánico, electrónico o de entretenimiento a un volumen capaz de molestar a otras personas. El residente reconoce que un volumen tolerable durante el día y la tarde puede considerarse no tolerable durante la noche y la mañana temprana, y ajustará el volumen apropiadamente para no molestar a los vecinos y demás personas. **Las horas de paz y tranquilidad son entre las 9:00 p.m. y las 7:00 a.m.**

c) El Residente reconoce también que vive en cercana proximidad a los vecinos en su comunidad, y aceptará como razonable y normal los sonidos típicos, incluso pero no limitados a los ruidos generados por el uso de la plomería, abanicos, puertas de armarios, etcétera. El residente evitará, y asegurará que sus

invitados y menores también eviten actividades y conducta dentro y afuera de la propiedad (patios, áreas comunes, aparcamientos, e instalaciones recreativas) que podrían molestar a otras personas. Los residentes y sus invitados se portarán de una manera que mantenga seguro y limpio el complejo de viviendas; y para que todos los residentes pudieran disfrutar de la propiedad tranquilamente. El residente evitará crear o permitir que se creara cualquier actividad o ruido que moleste a los otros residentes y vecinos, incluso, pero no limitado a merodear, parrandear o conversar ruidosamente. Actividades de pandillas son prohibidas.

d) Todos los niños en la propiedad tienen que ser supervisados por un adulto responsable en todo momento. Los aparcamientos no son áreas de juego, por eso no se permite que jueguen en esas áreas. Los padres o guardianes asegurarán que no se dejen juguetes y otros objetos en las aceras y áreas públicas, y que no crean riesgos de seguridad.

e) Se prohíbe vandalismo y/o destrucción de plantas, equipo de jardinería, propiedad o pertenencias de la Autoridad de la Vivienda, propiedades vecinas o propiedad pública. No se permite cavar en los céspedes de la propiedad de la Autoridad de la Vivienda. No se permiten jardines aparte de plantas en macetas en los patios de cemento. La Autoridad de la Vivienda tiene una política de cero tolerancia hacia vandalismo, grafiti y/o daños por maldad hechos a la propiedad de la Autoridad. Los residentes, sus invitados o menores que cometan tales actos serán procesados conforme con la ley, y el contrato de arriendo y el subsidio a la renta podrían ser terminados. Además, el residente pagará a la Autoridad de la Vivienda todos los costos asociados con la reparación de daños a su propiedad.

f) Ventas de patio, ventas de artículos usados u otros eventos anunciados que atraen al público serán prohibidos sin permiso escrito de la gerencia de la Autoridad de la Vivienda. En el caso de una venta permitida, será hecha conforme con las disposiciones del Código Municipal de Yuba City.

g) La cancha de fútbol, los parques y áreas de césped están abiertos a los residentes hasta el anochecer. Los residentes tienen que solicitar y recibir autorización previa de la Autoridad de la Vivienda para usarlos después del anochecer.

h) El Edificio Hans Miller está disponible para reuniones y actividades de los residentes. Los residentes también pueden pedir permiso para usar el Edificio Hans Miller para actividades personales.

i) Es ilegal para cualquier residente, miembro de su unidad familiar o invitado llevar, poseer o consumir bebidas alcohólicas dentro de las áreas comunes, espacio abierto (césped) y/o dentro de los confines de cualquier área recreativa y/o área de estacionamiento del complejo de viviendas.

j) El residente, los miembros de su unidad familiar y sus invitados no participarán en ningún acto lascivo o libidinoso con ninguna persona o menor en o alrededor de la propiedad.

6) LIMPIEZA Y BASURA

a) El residente mantendrá la propiedad, tanto como las áreas adyacentes, limpias, sanitarios y libres de olores ofensivos. El residente asegurará que no se guarden o acumulen basuras u otros materiales al punto que se hagan antiestéticos, crean una molestia o peligro, o que infrinjan cualquier reglamento de salud, fuego o seguridad. El residente tendrá la responsabilidad de llevar al basural, a gasto propio, los artículos grandes que no caben en el contenedor de basura. Bajo ciertas circunstancias, la Autoridad de la Vivienda puede proveer transporte de artículos grandes; sin embargo, el residente tiene que recibir permiso de la plantilla de la Autoridad de la Vivienda antes de dejar artículos grandes afuera para que sean recogidos.

b) El residente colocará toda la basura en los contenedores apropiados. Los residentes asegurarán que papeles, colillas de cigarrillos y desperdicios sean puestos en receptáculos apropiados para que no se deje basura tirada en o alrededor de la propiedad o las áreas comunes. El residente no guardará cajas grandes de cartón en el patio, y debe despedazarlas antes de ponerlas en los contenedores de basura.

c) El residente no dejará comida o semillas para pájaros salvajes, animales domésticos o salvajes, sea fuera de la propiedad o en las áreas comunes. Esa práctica atrae a roedores, deja excrementos de pájaros y animales y resulta en condiciones de vida inseguras y no sanitarias. Se prohíbe dejar cualquier material de cualquier manera que resulte en la atracción de animales a la propiedad de la Autoridad de la Vivienda.

d) El residente evitará guardar o tirar cualquier material combustible o peligroso en o alrededor de la propiedad, basureros, contenedores de basura, desagües pluviales y desagües cloacales.

e) El residente no usará el alféizar, la cubierta del acondicionador de aire, el patio, la cerca o cualquier área de uso común para guardar artículos o tenderlos para que se sequen. Esta regla aplica a, pero no es limitada a, ropa lavada, alfombras y trapeadores. El residente evitará sacudir ropa, alfombras y artículos parecidos de las ventanas.

f) El residente asegurará que se guarden los muebles dentro de la residencia y que artículos antiestéticos se mantengan fuera de la vista. El residente no meterá a la residencia ninguna cama de agua u otros muebles o mobiliario en condiciones no limpias o sanitarias. Se permite usar solamente muebles diseñados para uso al aire libre en los patios.

g) El residente hará todo lo posible para prevenir y/o eliminar moho y mildiú como parte de su rutina normal de limpieza, tomando en cuenta que el clima y la humedad de Yuba City pueden promover el crecimiento de moho y mildiú en ciertos lugares, tales como el alféizar y marco de las ventanas, cubículo de la ducha y otros lugares parecidos. Si después de una limpieza normal y completa, el crecimiento de moho y mildiú parece anormal o difícil de controlar, el residente debería reportar las circunstancias en escrito a la plantilla de mantenimiento, y pedir que evalúe, trate y elimine el moho o mildiú anormal que haya en la residencia. La plantilla de mantenimiento evaluará esas peticiones caso por caso.

7) MANTENIMIENTO Y REPARACIONES

a) El residente tiene la obligación de mantener todos los aparatos y accesorios de la propiedad limpios y en buenas condiciones, y de reportar cualquier reparación necesaria. El residente acepta reportar inmediatamente cualquier accidente, daño o pérdida, o necesidad de reparar o mantener pipas de agua o gas, alambres eléctricos, desagües, inodoro, aparatos fijos o cualquier otra propiedad o equipo abarcado en este contrato de arriendo. Esto incluye cualquier rotura, daño o pérdida de cualquier clase, incluso pero no limitado a daño causado por derrame de agua de bañeras, inodoros, fregaderos u otros lavabos. El arrendatario también se acuerda en avisar inmediatamente a la Autoridad de la Vivienda de condiciones inseguras en las áreas y terrenos de uso común que podrían llegar a causar daños o lastimaduras. Debe dirigir sus peticiones de mantenimiento a la oficina principal o por medio de llamar (530) 671-0220 y luego oprimir el 0. El residente no debe dirigirse a los trabajadores de mantenimiento y mandarles o asignarles tareas. Faltar de reportar artículos de mantenimiento puede resultar en cargos al residente y contravenciones del contrato de arriendo.

b) El residente debe permitir al personal de la Autoridad de la Vivienda inspeccionar la propiedad, con aviso apropiado, para los fines de determinar mantenimiento diferido y manutención apropiada de la propiedad por parte del residente. Se dará aviso apropiado al residente conforme con los términos del contrato de arriendo. Si no pasa la inspección, pueden referir al residente para inspecciones periódicas de conservación, y puede que se requiera que el residente participe en un Programa de Conservación para

poder cumplir con los requisitos del contrato de arriendo para mantener la propiedad de manera segura e higiencia.

c) El residente no usará limpiadores de drenaje de ninguna clase, aparte del cloro casero común. El residente será responsable por los costos de reparaciones a la plomería asociados con pelo, comida y objetos encontrados en los drenajes y pipas. El residente tiene la responsabilidad de reportar desagües lentos a la plantilla de mantenimiento. La Autoridad de la Vivienda arreglará las reparaciones a la plomería. Hay que limpiar las paredes de las bañeras y los cubículos de las duchas solamente con limpiadores no abrasivos.

d) El residente reportará inmediatamente cualquier actividad de cucarachas, roedores o termitas.

8) RESTRICCIONES SOBRE LA DECORACIÓN

a) No se permite hacer alteraciones a la estructura o alteraciones cosméticas que comprometan los rasgos básicos del diseño de la propiedad de la Autoridad de la Vivienda.

b) El residente puede decorar el interior de la propiedad con sus propias cortinas o persianas, con tal que la decoración para las ventanas sea de un color neutro (es decir, blanco o beige), como se viera desde afuera. El residente no usará papel aluminio u otro material antiestético para cubrir la ventana.

c) El residente no instalará un acondicionador de aire (unidad montada en la ventana) sin permiso anterior por escrito de la Autoridad de la Vivienda. El residente no instalará ninguna antena, incluso alguna antena parabólica o antena parabólica pequeña, sea en el interior o exterior de la propiedad o áreas comunes, incluso ventanas y balcones, sin permiso anterior por escrito de la Autoridad de la Vivienda.

d) El residente puede usar clavos pequeños para colgar cuadros, pero no puede usar otros artículos incluso, pero no limitado a, pegamento, clavos grandes, cinta adhesiva o etiquetas adhesivas en las paredes y otras superficies. El residente puede decorar con alfombras o tapetes no sujetos o pegadas al suelo. No se permite usar papel autoadhesivo o papel decorativo en las paredes. No se permite pintar la unidad sin el consentimiento anterior por escrito de la plantilla de mantenimiento.

e) No se permite instalar o usar lavaplatos (portátil o no) dentro de la residencia.

f) No se permite que el residente cambie o altere cualquier cerradura o pomo en la propiedad. Se prohíben cerrojos de seguridad y/o pomos con chapas en las puertas interiores. Cualquier cerradura cambiada sin permiso anterior por escrito de la Autoridad de la Vivienda se considerará una alteración a la estructura y sería una violación del contrato de arriendo.

9) VEHÍCULOS Y ESTACIONAMIENTO

a) Los residentes y sus invitados cumplirán con las prácticas de estacionamiento tales como sean incorporadas en el Contrato de Arriendo. No se permiten semicamiones o remolques. Los vehículos tienen que ser parqueados solamente en los estacionamientos marcados.

b) Todos los invitados tienen que estacionar sus vehículos en la calle. Cualquier vehículo parqueado inapropiadamente o que impide otro vehículo o bloquea un carril de acceso para vehículos de emergencia (“el carril de bomberos”) recibirá una multa inmediatamente y/o será remolcado por la grúa a gasto del dueño. La Autoridad de la Vivienda no tiene ninguna obligación de advertir a los dueños o choferes de vehículos mal estacionados antes de la imposición de una multa de tránsito y/o arrastre.

c) La reparación de cualquier vehículo (aparte de reparaciones menores) y/o almacenaje de vehículos que no funcionan no se permite en la propiedad de la Autoridad de la Vivienda. No se permite dejar o guardar carritos de supermercado en o cerca de la propiedad de la Autoridad de la Vivienda. Se puede cobrar los costos de retirar y remolcar a los residentes que no cumplen con lo anterior.

d) Los aparcamientos no son áreas de juego, y los residentes adultos tienen que asegurar que los niños bajo su cuidado no usen las áreas de estacionamiento como áreas de juego. No se permite andar en bicicleta o usar patinetas, patines, patines en línea u otras actividades recreativas o de juego en los aparcamientos.

10) PROTECCIÓN Y SEGURIDAD

a) La seguridad es la responsabilidad de cada residente. La Autoridad de la Vivienda no asume ninguna responsabilidad, si no sea requerida por ley, por la seguridad de los residentes, o por heridas o daños causados por actos criminales de otras personas.

b) Todas las moradas de la Autoridad de la Vivienda tienen cerraduras de seguridad en las puertas exteriores. El residente tiene la responsabilidad de asegurar que estén cerradas con llave al salir de la propiedad, y de avisar al Mantenimiento si una cerradura no funciona correctamente. Cuando sale durante un período extendido, el residente debe avisar a la gerencia en escrito sobre la duración de su ausencia.

c) El residente no guardará gasolina, materiales combustibles u otros materiales peligrosos en la unidad. El residente asegurará que todos los aparatos domésticos estén apagados antes de salir de la propiedad.

d) El residente no guardará los artículos siguientes en las áreas comunes: bicicletas desatendidas o tiradas, carreolas, juguetes, carritos, carritos de supermercado, muebles, ropa, escobas, trapeadores, basureros, madera, periódicos o cualquier otro artículo. Las áreas comunes incluyen, pero no son limitadas a: pasillos, entradas, corredores, aceras, escaleras, jardines, salones para reuniones públicas, y aparcamientos. No se permite dejar ropa lavada a secar en áreas comunes excepto en tendederos. Si un residente deja artículos en áreas comunes, la Autoridad de la Vivienda puede quitarlos y guardarlos o deshacerse de ellos a cargo del residente.

e) Piscinas y chapoteaderos son estrictamente prohibidos en el terreno de la Autoridad de la Vivienda.

13) MASCOTAS

a) Se requiere la aprobación de la gerencia para tener mascotas, y tendrán que cumplir con las Reglas de Mascotas de la Autoridad de la Vivienda.

b) Las Reglas de Mascotas no aplican a los Animales de Servicio.

14) REUNIONES CON LOS RESIDENTES

a) Las reuniones con los residentes se celebran el tercer miércoles de cada mes a las 6:00 pm en el Edificio Hans Miller. A los residentes se les anima a asistir.

EL RESIDENTE ABAJOFIRMANTE RECONOCE QUE HA LEÍDO Y ENTIENDE EL ANEXO ANTERIOR AL CONTRATO DE ARRIENDO, EL CUAL SE INCORPORA AL CONTRATO DE ARRIENDO. INCUMPLIMIENTO CON ESTE ANEXO PUEDE RESULTAR EN CARGOS AL RESIDENTE Y/O PUEDE CONSTITUIR RAZÓN PARA TERMINAR EL CONTRATO DE ARRIENDO Y CUALQUIER SUBSIDIO A LA RENTA ASOCIADO CON EL CONTRATO DE ARRIENDO. EL RESIDENTE ABAJOFIRMANTE HA RECIBIDO UN DUPLICADO DEL ORIGINAL.

RESIDENTE _____

FECHA _____

RESIDENTE _____

FECHA _____

RESIDENTE _____

FECHA _____

RESIDENTE _____

FECHA _____

AUTORIDAD DE LA VIVIENDA _____

FECHA _____



Certification of Income from Agriculture USDA/ Rural Development Farm Labor Housing

I understand and agree that my monthly payment for rent is \$ _____ (unless I qualify for and will receive rental assistance in which case the provision of RH-45(c) will be applicable.

The Tenant also agrees to the following:

A. I understand that the project is operated and maintained for the purpose of providing housing for domestic farm laborers and their immediate families. I do hereby certify that a substantial portion of my immediate family income is and will be derived from farm labor. I further understand that domestic farm laborers means persons who receive a substantial portion of their income as labors on farms in the United States and either are citizens of the United States, or reside in the United States, Puerto Rico, or the Virgin islands, after being legally admitted for permanent residence therein, and May include the immediate families of such persons. Farm labor is defined as services in connection with cultivating the soil, raising or harvesting any agriculture or aquaculture commodity; or in catching, netting, handling, planting, drying, packing, grading, storing, or preserving in the unprocessed stage, without respect to the source of employment (but not self-employed), any agriculture or aquaculture commodity; or delivering to storage, market, or a carrier for transportation to market or to processing any agricultural or aquacultural commodity in its unprocessed stage, or the processing of agricultural or aquacultural commodities.

Farm labor

B. I agree that if my household income ceases to be substantially from farm labor for reasons other than disability or retirement, I will vacate my dwelling after proper notification by the owner.

RHA		
Owner/Agent	Tenant	Date
Authorized Representative	Tenant	Date
Date	Tenant	Date
	Tenant	Date

This institution is an equal opportunity provider and employer."

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form, you May also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov



NOTE: "Substantial portion of income" from farm labor in defined in 7 CFR 3560.576 (b)



Certificación de Ingresos para Labor Agrícola USDA/Desarrollo Rural

Yo entiendo y estoy de acuerdo que mi pago mensual de renta es \$ _____ (al menos que yo califique y reciba asistencia de renta en la cual la provisión RH-45(c) será aplicable.)

El Inquilino también está de acuerdo en lo siguiente:

A. Yo entiendo que el proyecto es operado y mantenido para poder proporcionar viviendas para trabajadores de campo domésticos y sus familias inmediatas. Yo certifico que una porción substancial de los ingresos de mi familia inmediata es y serán derivados de trabajo de campo. Además, entiendo que trabajo de campo domestico significa personas que reciben una porción substancial de sus ingresos como trabajadores en ranchos en los Estados Unidos y ya sea que son ciudadanos de los Estados Unidos, o viven en los Estados Unidos, Puerto Rico, o las Islas Vírgenes, después de haber sido admitidos legalmente para residencia permanente dentro de, y puede incluir la familia inmediata de dichas personas. Trabajo agrícola se define como servicios en relación con el cultivo de la tierra, el aumento de la recolección o la agricultura o la acuicultura cualquier mercancía, o en la captura, la compensación, la manipulación, la plantación, secado, envasado, clasificación, almacenamiento, la conservación o en el mismo escenario, sin respeto a la fuente de empleo (pero no por cuenta propia), la agricultura o la acuicultura cualquier mercancía; o entregar a almacenamiento, el mercado, o un transportista para el transporte al mercado o al tratamiento de cualquier producto agrícola o acuícola, en su etapa natural o procesando cualquier producto agrícola or acuicola.

B. Yo entiendo que si mis ingresos en el hogar dejan de substancialmente ser de trabajo de campo por razones que no sean deshabilitad o retiro, yo entregaré mi unidad después de notificación apropiada por el dueño.

RHA		
Dueño/Agente	Inquilino	Fecha
Representante Autorizado	Inquilino	Fecha
Fecha	Inquilino	Fecha
	Inquilino	Fecha

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ADDENDUM RH-45 (C)
USDA/Rural Development--- RENTAL ASSISTANCE

The following additional provisions are incorporated in full in the Lease Agreement between **Regional Housing Authority**, hereinafter called "Owner/Agent" and _____ hereinafter called "Tenant" for the Premises known as **Richland Housing Center**, located at _____ Apartment _____ , Yuba City, California. In case of any conflict between these and any other provisions of the Lease Agreement, These provisions shall prevail. The Tenant agrees to the following:

"I understand and agree that as long as I receive rental assistance, my gross monthly tenant contribution as determined on the latest Form RD 3560-8, (which must be attached to this lease) for rent and utilities will be \$ _____
If I pay an or all utilities directly (not including telephone and/or cable TV, a utility allowance of \$ _____ will be deducted from my gross monthly tenant contribution and my resulting net tenant contribution would be _____ if the net tenant contribution is less than zero, the lesser will pay me \$ 0."

"I understand that should rental subsidy benefits to which I am not entitled, I May be required to make restitution and I agree to pay any amount of benefit to which I was not entitled."

"I also understand and agree that my monthly tenant contribution under this lease May be increased or decreased, based on changes in my household income, failure to submit information necessary to certify income, changes in the number and/or age of persons living in this household, and on the escalation clause of this Lease. Should I no longer receive rental assistance as a result of these changes, or the rental assistance agreement executed by the Owner and RD expires, I understand and agree that my monthly tenant contribution May be adjusted to no less than \$_____ (Basic Rent) nor more the \$ N/A Note Rate Rent) during the remaining of this Lease, except that based on the escalation clause in this lease these rental rates May be changed by USDA-Rural Development approved rent change".

"I understand that every effort will be made to provide rental assistance so long as I remain eligible and the rental assistance agreement between Owner and RD remains in effect. However, should this assistance be terminated, I May arrange to terminate this Lease, giving proper notice as set forth elsewhere in this lease."

"I understand and agree, as determined on the latest Form RD 3560-8, that the net monthly tenant contribution will be effective _____."

Authorized Representative Tenant Date

Date of Signature Tenant Date

DOCUMENTO ADICIONAL RH-45 (C)
USDA/Rural Development --- ASISTENCIA PARA RENTA

Las siguientes provisiones adicionales están completamente incorporadas en el Contrato de Arrendamiento entre la **Autoridad de Viviendas**, llamado aquí "Dueño/Agente" y _____ llamado aquí "Inquilino" para el Desarrollo conocido como el **Centro de Viviendas Richland**, localizado en _____, Departamento _____, Yuba City, California. En el caso de cualquier conflicto entre estas y cualquier otras provisiones del Contrato de Arrendamiento, estas provisiones tomaran precedencia. El Inquilino esta de acuerdo a lo siguiente:

"Yo entiendo y estoy de acuerdo que mientras yo reciba asistencia para renta, mi contribución mensual fija como es determinada en la Forma RD 3560-8, (que debe ser agregada a este contrato de arrendamiento) para renta y utilidades será \$ _____. Si yo pago por cualquier o todas las utilidades directamente (no incluyendo teléfono y / o cable para televisión), un descuento de utilidades de \$_____ será deducido de mi contribución mensual fija y mi resultado neto será \$ _____. Si mi contribución neta es menos de cero, el arrendador me pagará \$ _____."

"Yo entiendo que si yo recibo beneficios para renta subsidiados que no merezco, estaré obligado a hacer restitución y estoy de acuerdo en pagar cualquier cantidad de beneficios de los cuales no merezco."

"Yo también entiendo y estoy de acuerdo que mi contribución de renta mensual bajo este contrato de arrendamiento podrá hacer aumentada o desminuida, basado en cambios en mis ingresos familiares, en la falla de proporcionar información necesaria para certificar ingresos, cambios en el numero y / o edad de personas viviendo en este hogar, y en la cláusula de escalas de este Contrato de Arrendamiento. Si dejo de recibir asistencia para renta como resultado de estos cambios, o el acuerdo de asistencia de renta ejecutado por el Dueño y RD se vence, yo entiendo y estoy de acuerdo que mi contribución de renta mensual podrá ser ajustada a no menos de \$ _____ (Renta Básica) y no mas de \$ _____ N/A _____ (Renta de Nota) durante el resto de este Contrato de Arrendamiento, excepto que basado en la cláusula de escalas en este contrato estos cargos de renta podrán ser cambiados por un cambio de renta aprobado por la Administración de USDA-Rural Development."

"Yo entiendo que se hará cada esfuerzo para proporcionar asistencia para renta siempre y cuando yo permanezca elegible y el acuerdo de asistencia para renta entre el Dueño y RD permanezca en efecto. Aunque, si la asistencia es terminada, yo podré arreglar que se termine este Contrato de Arrendamiento, dando un aviso apropiado como se indica en otro lugar de este contrato."

"Yo entiendo y estoy de acuerdo que, como es determinado en la Forma RD 3560-8, que la contribución neta de renta mensual será efectiva _____."

Representante Autorizado

Inquilino

Fecha

Fecha de la Firma

Inquilino

Fecha

USDA/RD Farm Labor - DRUG VIOLATION

The following additional provisions are incorporated in full in the Lease Agreement between **Regional Housing Authority**, hereinafter called "Owner/Agent" and _____, hereinafter called "Tenant", for the Premises known as **Richland Housing Center**, located at _____ Apt. _____, Yuba City, California. In case of any conflict between these and any other provisions of the Lease Agreement, these provisions shall prevail. The Tenant agrees to the following:

It is understood that the use, or possession, manufacture, sale, or distribution of an illegal controlled substance (as defined by local, State, or federal law) while in or on any part of this apartment complex or cooperative is an illegal act. It is further understood that such action is a material lease violation. Such violations (hereafter called a "drug violation") May be evidenced upon the admission to or conviction of the use, possession, manufacture, sale, or distribution of a controlled substance (as defined by local, state, or Federal law) in any local, state, or Federal court.

The landlord May require any lessee or other adult member of the tenant household occupying the unit (or other adult or non-adult person outside the tenant household who is using the unit) who commits a drug violation to vacate the leased unit permanently, within timeframes set by the landlord, and not thereafter to enter upon the landlord's premises or the lessee's unit without the landlord's prior consent as a condition for continued occupancy by the remaining members of the tenant's household. The landlord May deny consent for entry unless the person agrees to not commit a drug violation in the future and is either actively participating in a counseling or recovery program, complying with court orders related to a drug violation, or has successfully completed a counseling or recovery program.

The landlord May require any lessee to show evidence that any non-adult member of the tenant household occupying the unit, who committed a drug violation, agrees not to commit a drug violation in the future, and to show evidence that the person is either actively seeking or receiving assistance through a counseling or recovery program, complying with court orders related to a drug violation, or has successfully completed a counseling or recovery program within timeframes specified by the landlord as a condition for continued occupancy in the unit. Should a further drug violation be committed by any non-adult person occupying the unit the landlord May require the person to be severed from tenancy as a condition for continued occupancy by the lessee.

If a person vacating the unit, as a result of the above policies, is one of the lessees, the person shall be severed from the tenancy and the lease shall continue among any other remaining lessees and the landlord. The landlord May also, at the option of the landlord, permit another adult member of the household to be a lessee.

Should any of the above provisions governing a drug violation be found to violate any of the laws of the land the remaining enforceable provisions shall remain in effect. The provisions set out above do not supplant any rights of tenants afforded by law. 3560.156(c)(15)

_____	_____	_____
RHA	Tenant	Date
Owner/Agent		
_____	_____	_____
Authorized Representative	Tenant	Date
_____	_____	_____
Date	Tenant	Date

USDA/RD Labor Agrícola - VIOLACIÓN DE DROGAS

Se incorporan las disposiciones siguientes en su totalidad al Contrato de Arriendo entre **Regional Housing Authority**, de aquí en adelante denominado "Dueño/Agente" y _____, de aquí en adelante denominado "Arrendatario", sobre la propiedad conocida como **Richland Housing Center**, ubicada en _____ Apartamento _____, Yuba City, California. En caso de algún conflicto entre estas disposiciones y cualquier otra disposición del Contrato de Arriendo, estas prevalecerán. El Arrendatario está de acuerdo con lo siguiente:

Se entiende que el uso, posesión, manufactura, venta o distribución de cualquier sustancia ilegal controlada (según definida por ley local, estatal o federal) mientras esté en cualquier parte de dicho complejo de apartamentos o cooperativo es un acto ilegal. Además, se entiende que tal acción es una violación sustancial del contrato de arriendo. Tal violación (de aquí en adelante denominada "violación de drogas") puede ser basada en evidencia de reconocimiento de o condena por el uso, posesión, manufactura, venta o distribución de una sustancia controlada (según definida por ley local, estatal o federal) en cualquier tribunal local, estatal o federal.

El Dueño/Agente puede requerir que cualquier arrendatario u otro miembro adulto de los miembros del hogar que ocupan la unidad (o cualquier otro adulto o menor fuera de los miembros del hogar del arrendatario que usa la unidad) que comete una violación de drogas desocupe la unidad arrendada permanentemente, dentro de límites de tiempo establecidos por el Dueño/Agente, y a partir de entonces no volver a entrar a la propiedad del Dueño/Agente o la unidad del arrendador sin el consentimiento anterior del Dueño/Agente como condición de la ocupación continua de los demás miembros del hogar del arrendador. El Dueño/Agente puede denegar consentimiento de entrada a menos que la persona se acuerda en no cometer más violaciones de drogas en el futuro y esté participando activamente en un programa de consejos o recuperación, cumpliendo con órdenes del tribunal relacionadas a una violación de drogas, o ha completado un programa de consejos o recuperación.

El Dueño/Agente puede requerir que cualquier arrendatario demuestre evidencia que cualquier miembro no adulto del hogar del arrendador que ocupa la unidad, que ha cometido una violación de drogas, se acuerda en no cometer otra violación de drogas en el futuro, y que enseñe evidencia que demuestra que está buscando activamente o recibiendo asistencia de un programa de consejos o recuperación, cumpliendo con órdenes del tribunal relacionadas a una violación de drogas, o que ha completado un programa de consejos o recuperación dentro de límites de tiempo especificados por el Dueño/Agente como condición de la ocupación continua de la unidad. Si cualquier otra persona no adulta cometa una violación de drogas adicional, el Dueño/Agente puede requerir que la persona sea separada de tenencia como una condición de la ocupación continua del arrendatario. Si una persona que desocupa la unidad como resultado de la política descrita arriba es uno de los arrendatarios, la persona será separada de tenencia y el contrato de arriendo continuará entre los arrendatarios restantes y el arrendador. El arrendador también puede, a su opción, permitir que otro adulto del hogar se haga arrendador.

Si se encuentra que alguna de las condiciones expuestas arriba que rigen las violaciones de drogas infrinja alguna de las leyes del país, las provisiones ejecutables que quedan seguirán vigentes. Las condiciones expuestas arriba no suplantán los derechos de los arrendatarios otorgados por ley. 3560.156(c)(15)

_____ RHA Dueño/Agente	_____ Arrendador	_____ Fecha
_____ Representante Autorizado	_____ Arrendador	_____ Fecha
_____ Fecha	_____ Arrendado	_____ Fecha

MOLD & MILDEW ADDENDUM

DATE: _____ TENANT NAME (S): _____

UNIT ADDRESS: _____ Yuba City, CA 95991

It is the goal of the landlord to maintain this property to the highest quality of living environment for the tenants. The landlord has inspected the dwelling unit prior to the commencement of the rental agreement and has identified no damp or wet building materials and knows of no mold, mildew, or other fungal growth in the dwelling unit. However, mold and mildew spores are present throughout the natural environment and cannot be entirely eliminated from the dwelling place.

Many sources of excess moisture can lead to high indoor humidity and cause mold, mildew or other fungal growth. Most sources of moisture can be controlled by simple procedures under the control of the tenant. Our mutual goals should be to reduce excess moisture within the dwelling unit wherever and whenever possible.

In order to reduce the probability of mold, mildew or other fungal growth, protect your health and personal property and the dwelling unit, you, the tenant agree to maintain the premises in a manner that prevents the growth of mold, mildew or other fungi in the dwelling unit by reducing or eliminating the sources of excess moisture. Moisture occurs from the process of breathing, presence of live plants and fish tanks, cooking, bathing, laundry, and other moisture-producing activities.

If the dwelling contains excess moisture due to the tenant's lifestyle or activities, the tenant May be required to obtain and maintain a product or products(s) which reduce moisture in the unit.

Tenant's obligation include, but are not limited to the following;

- To keep the dwelling clean at all times; free of dirt and debris, especially those things that can harbor mold, mildew spores or other fungal growth.
- To clean bathroom, kitchen surfaces and walls with products which reduce or inhibit growth of mold, mildew, or other fungi.
- To clean and dry any visible moisture on windows, walls and other surfaces, including personal property, as soon as the condition occurs.
- To use bathroom fans while bathing or showering, kitchen fans while cooking and utility area fans whenever water are being used. Continue use of fans for at least 30 minutes following activity.
- To agree to report to the landlord when any exhaust fan does not operate.
- To agree to use all reasonable care to close all windows and other openings to the premises to prevent rain and other outdoor water from penetrating the dwelling unit.
- To open multiple windows (weather permitting) at least twice a week for one hour to allow cross ventilation of the dwelling.
- To keep fish tanks covered, if allowed under the rental agreement and/or pet addendum.
- To maintain connections and operation of the applicable heating source and to maintain temperatures within a range of 55 to 75 degrees. No non-vented kerosene or other flame-producing space heaters are to be used indoors at any time.
- to allow a minimum of six-inches of space between furniture and walls for proper air ventilation.
- To notify the landlord immediately of any circumstances involving excess moisture or water leakage such as plumbing leaks or drips, sweating pipes or toilet tanks, as well as, any overflows in the bathroom, kitchen or laundry facilities (if applicable), especially in cases where the overflow May have permeating walls, floors, carpeting or other floor coverings or cabinets. Excess water shall be immediately removed to prevent further damage.
- To notify the landlord of any mold growth on surfaces inside the dwelling unit that cannot be removed or controlled by the tenant.
- The tenant agrees to allow the landlord to enter the dwelling unit to inspect and make necessary repairs.

Tenant understands and agrees that failure to do any of the actions required by this addendum shall constitute a material non-compliance with the rental agreement affecting health and the integrity of the dwelling unit and May result in termination of tenancy.

Landlord has provided a copy of the U.S. Environmental Protection Agency document "A Brief Guide to Mold, Moisture, and Your Home," to the tenant with the lease addendum.

Tenant Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

PHA Represented: _____ Date: _____

Regional Housing Authority
1455 Butte House Road
Yuba City, CA 95991

APÉNDICE PARA MOHO Y HUMEDAD

FECHA: _____ INQUILINO(S): _____

DOMICILIO: _____, Yuba City, CA 95991

Es la intención del propietario de mantener esta propiedad de una manera de alta calidad para los inquilinos que viven en ella. El propietario ha inspeccionado la unidad antes del comienzo del contrato de arrendamiento y ha identificado que no hay materiales húmedos o mojados en la unidad y conoce que no hay moho, áreas enmohecidas y otros hongos creciendo en la unidad. Aunque, esporas de moho están presentes en el medio ambiente natural y no se pueden eliminar enteramente de la unidad.

Muchos orígenes de humedad excesiva pueden crear altos niveles de humedad en el interior y causar moho, áreas enmohecidas y otros hongos que crezcan. La mayoría de orígenes de humedad pueden ser controlados con procedimientos simples bajo el control del inquilino. Nuestras metas mutuas deben ser la reducción de humedad excesiva dentro de la unidad donde sea y cuando sea posible.

Para poder reducir la probabilidad de moho, áreas enmohecidas y otros hongos que crezcan, proteger su salud y su propiedad personal y la unidad, usted, el inquilino está de acuerdo en mantener la unidad de una manera que prevenga la creación de moho, áreas enmohecidas y otros hongos en la unidad al reducir o eliminar las fuentes de humedad excesiva. Humedad ocurre durante el proceso de respiración, la presencia de plantas vivas y tanques para pescados, cocinando, bañándose, lavando ropa, y otras actividades que producen humedad.

Si la unidad contiene humedad excesiva por razón de las actividades o estilo de vida del inquilino, el inquilino estará obligado en obtener y mantener un producto o productos que reduzcan la humedad en la unidad.

Obligaciones del inquilino incluyen, pero no están limitadas a las siguientes:

- Siempre mantener la unidad limpia; libre de tierra y mugre, especialmente aquellas cosas que guarden moho, esporas húmedas y otros hongos.
- Limpiar los baños, cocina y paredes con productos que reduzcan o eliminen el crecimiento de moho, esporas húmedas y otros hongos.
- Limpiar y secar cualquier humedad visible en las ventanas, paredes y otras superficies, incluyendo propiedad personal, en cuanto la condición ocurra.
- Utilizar las ventilas en los baños mientras se bañan, la ventila en la cocina mientras que prepara sus alimentos y la ventila en el cuarto de servicio cuando utilice agua. Continúe el uso de los ventiladores por lo menos 30 minutos después de la actividad.
- Estar de acuerdo en reportar al propietario cuando un ventilador deja de funcionar.
- Estar de acuerdo en usar todo el cuidado posible en cerrar todas las ventanas y otras aperturas en la unidad para prevenir lluvia y cualquier agua que penetre la unidad.
- Abrir ventanas múltiples (si lo permite el clima) por lo menos dos veces por semana por una hora para permitir ventilación de la unidad.
- Mantener tanques para pescados cubiertos, si lo permite tener su contrato de arrendamiento y/o su apéndice para animales domésticos.
- Mantener las conexiones y la operación del calentón y mantener las temperaturas entre 55 y 75 grados. No se permiten calentones portátiles o sin ventilación en el interior de las unidades ni tampoco calentones que producen una llama para encender.
- Mantener un mínimo de 6 pulgadas de espacio entre muebles y paredes para ventilación.
- Notificar al propietario inmediatamente sobre cualquier circunstancia que tenga que ver con humedad excesiva o goteras de agua en la plomería, pipas en los escusados tirando agua, igual que, cualquier inundación en el baño, cocina o cuarto de lavado (si aplica), especialmente en casos donde la inundación afecta las paredes, pisos, alfombras o gabinetes. Agua excesiva será inmediatamente removida para prevenir más daños.
- Notificar al propietario sobre cualquier moho en superficies dentro de la unidad que no se pueda controlar o remover por el inquilino.
- El inquilino está de acuerdo en dejar al propietario que entre a la unidad para inspeccionar y hacer reparaciones necesarias.

El inquilino entiende y está de acuerdo que la falla de hacer cualquiera de las acciones requeridas por este apéndice será una violación de su contrato de arrendamiento afectando la salud y la integridad de la unidad y podrá resultar en la terminación de su tenencia.

El propietario ha proporcionado una copia del documento de la Agencia de Protección para el Desarrollo de Estados Unidos llamado "Un Guía Breve para Moho, Humedad, y su Hogar", al inquilino con el apéndice del contrato de arrendamiento.

Firma del Inquilino: _____ Fecha: _____

Firma del Inquilino: _____ Fecha: _____

Firma del Inquilino: _____ Fecha: _____

Representante de la Autoridad: _____ Fecha: _____

**USDA-RD Richland Housing
Lease Addendum
For Satellite Dish or Antenna**

This document is an Addendum and is part of the Rental/Lease Agreement, dated _____ between the **Regional Housing Authority/Richland Housing** (Owner) and _____ (resident) for the premises located at _____ **Apartment _____, Yuba City, California 95991.**

Under the rules of the Federal Communications Commission (FCC), Owners/Agents May not prohibit the installation of satellite dishes and/or receiving antennas within leased premises. However, an Owner May impose reasonable restrictions relating to the installation of such equipment.

Resident agrees to comply with the following restrictions:

1. **Size:** A satellite dish May not exceed 39 inches (1 meter) in diameter. An antenna or dish May receive, but not transmit signals.
2. **Location:** A satellite dish or antenna May only be located
 - (a) Inside the Resident's dwelling, or
 - (b) In an area outside the Resident's dwelling as allowed by owner such as the resident's patio, yard etc.Installation is not permitted on any parking area, roof, exterior wall, window, fence, common area, and common sidewalk or in an area that other Residents are allowed to use. **Allowable locations May not provide optimum signal. Owner is not required to provide alternate locations if allowable locations are not suitable.**
3. **Safety and non-interference:** Satellite dish/antenna installation:
 - (a) must comply with reasonable safety standards;
 - (b) May not interfere with Owner's cable, telephone, or electrical systems or those of neighboring properties.
4. **Outside Installation:** If a satellite dish or antenna is placed in a permitted area outside the dwelling unit, it must be safely secured by one of three methods:
 - (a) securely attaching to a portable, heavy object
 - (b) clamping it to a part of the building's exterior that lies within Resident's leased premises or
 - (c) any other method approved by Owner.
5. **Signal transmission from Outside Installation:** If a satellite dish or antenna is installed outside the dwelling unit, signals May be transmitted to the interior of Resident's dwelling only by:
 - (a) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window
 - (b) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable) or
 - (c) any other method approved by Owner
6. **Installation and Workmanship:** For safety purposes, Resident must obtain Owner's approval of the strength and type of materials used for installation and the person or company who will perform the installation.

7. **Maintenance:** Resident will have the sole responsibility for maintaining a satellite dish or antenna and all related equipment. Owner May temporarily remove and satellite dish or antenna if necessary to make repairs to the building.

8. **Removal and Damages:** Any satellite dish, antenna, and all related equipment must be removed by the Resident when Resident moves out of the dwelling. Resident must pay for any damages and for the cost of repairs or repainting that May be reasonably necessary to restore the leased premises to its condition prior to the installation of a satellite dish or antenna and related equipment.

9. **When Resident May begin installation:** Resident May start installation or a satellite dish or antenna only after Resident has a signed copy of this addendum.

I have read and understand this agreement.

Resident: _____

Date _____

Management: _____

Date: _____

Maintenance: _____

Date: _____

*** DOCUMENT MUST BE SIGNED BY MAINTENANCE BEFORE ANY INSTALLATION MAY BEGIN.**

USDA-RD Richland Housing
Anexo al Contrato de Arriendo
Sobre Antenas Parabólicas

Este documento es un anexo y es parte del Contrato de Arriendo, con fecha de _____ entre la **Regional Housing Authority/Richland Housing** (Dueño) y _____ (residente) para la propiedad ubicada en _____ **Apartamento _____, Yuba City, California 95991.**

Conforme con las reglas de la Comisión Federal de Comunicaciones (FCC), los Dueños/Agentes no pueden prohibir la instalación de antenas parabólicas y/o antenas de recepción en propiedades alquiladas. Sin embargo, el dueño puede imponer restricciones razonables relacionadas a la instalación de dicho equipo.

El Residente se acuerda en cumplir con las restricciones siguientes:

1. **Tamaño:** Una antena parabólica no puede exceder 39 pulgadas (1 metro) de diámetro. Una antena o antena parabólica puede recibir señales, pero no transmitir.

2. **Ubicación:** Una antena o antena parabólica puede ser ubicada solamente

(a) Dentro de la morada del residente, o

(b) En un área fuera de la morada del residente permitida por el dueño, tal como el patio de la residencia, etcétera.

No se permite instalación en ningún área de estacionamiento, techo, pared exterior, ventana, cerca, área de uso común, acera de uso común u otra área que otros residentes tienen permiso de usar. **Puede que los sitios permisibles no permitan recepción óptima de la señal. El dueño no tiene el requisito de proveer sitios de instalación diferentes si los lugares permisibles no son adecuados.**

3. **Seguridad e interferencia:** La instalación de la antena o antena parabólica :

(a) tiene que cumplir con normas razonables de seguridad;

(b) no puede interferir con los sistemas de cable, teléfono o electricidad del dueño o de las propiedades vecinas.

4. **Instalación en el exterior:** Si la antena o antena parabólica se instala en un área permitida fuera de la morada, tendrá que estar fijada seguramente por uno de los tres métodos siguientes:

(a) sujetarla seguramente a un objeto portátil pesado

(b) fijarla con abrazaderas a una parte del exterior del edificio que queda dentro de la propiedad alquilada por el residente o

(c) cualquier otro método aprobado por el dueño.

5. **Transmisión de señales de instalación exterior:** Puede transmitir señales de una antena o antena parabólica en el exterior de la morada al interior solamente por medio de:

(a) un cable “plano” debajo del marco de una puerta o ventana de tal manera que no altere físicamente la propiedad y no interfiera con la función correcta de la puerta o ventana

(b) un cable tradicional o plano pasado por un agujero ya existente en la pared (que no tendría que ser aumentado para acomodar el cable) o

(c) cualquier otro método aprobado por el dueño

6. **Instalación y calidad de mano de obra:** Para fines de seguridad, el dueño tiene que aprobar la fuerza y tipo de materiales usados en la instalación tanto como la persona o compañía que hará la instalación.

7. **Mantenimiento:** El residente tendrá únicamente la responsabilidad de mantener la antena o antena parabólica y todo el equipo relacionado. El dueño podrá quitar la antena temporalmente si sea necesario para hacer reparaciones al edificio.

8. **Eliminación y daños:** El residente tiene que retirar cualquier y toda antena, antena parabólica, y equipo relacionado cuando se traslada del edificio. El residente tendrá que pagar cualquier daño que haya, tanto como los costos de reparaciones y pintura para restaurar la propiedad arrendada a su condición antes de la instalación de la antena o antena parabólica y equipo relacionado.

9. **Inicio de instalación:** El residente puede empezar la instalación de una antena o antena parabólica solamente después de firmar una copia del presente anexo.

He leído y entiendo el acuerdo presente.

Residente _____

Fecha _____

Gerencia _____

Fecha _____

Mantenimiento _____

Fecha _____

*** DOCUMENTOS DEVEN SER FIRMADOS POR MANTENIMIENTO ANTES QUE LA INSTALACION COMIENZE.**

3560.160 Tenant Grievance Procedure

I have received a copy of the 3560.160 RD Tenant Grievance Procedure

Name _____

Date _____

§3560.160 Tenant grievances.

(a) General.

(1) The requirements established in this section are designed to ensure that there is a fair and equitable process for addressing tenant or prospective tenant concerns and to ensure fair treatment of tenants in the event that an action or inaction by a borrower, including anyone designated to act for a borrower, adversely affects the tenants of a housing project.

(2) Any tenant/member or prospective tenant/member seeking occupancy in or use of Agency facilities who believes he or she is being discriminated against because of age, race, color, religion, sex, familial status, disability, or national origin May file a complaint in person with, or by mail to the U.S. Department of Agriculture's Office of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW., Washington DC 20250-9410 or to the Office of Fair Housing and Equal Opportunity, U.S. Department of Housing and Urban Development (HUD), Washington, DC 20410. Complaints received by Agency

employees must be directed to the National Office Civil Rights Staff through the State Civil Rights Manager/Coordinator.

(b) Applicability.

(1) The requirements of this section apply to a borrower action regarding housing project operations, or the failure to act, that adversely affects tenants or prospective tenants.

(2) This section does not apply to the following situations:

- (i) Rent changes authorized by the Agency in accordance with the requirements of §3560.203(a);
- (ii) Complaints involving discrimination which must be handled in accordance with §3560.2(b) and paragraph (a)(2) of this section;
- (iii) Housing projects where an association of all tenants has been duly formed and the association and the borrower have agreed to an alternative method of settling grievances;
- (iv) Changes required by the Agency in occupancy rules or other operational or management practices in which proper notice and opportunity have been given according to law and the provisions of the lease;
- (v) Lease violations by the tenant that would result in the termination of tenancy and eviction;
- (vi) Disputes between tenants not involving the borrower; and
- (vii) Displacement or other adverse actions against tenant as a result of

(c) Borrower responsibilities. Borrowers must permanently post tenant grievance procedures that meet the requirements of this section in a conspicuous place at the housing project. Borrowers also must maintain copies of the tenant grievance procedure at the housing project's management office for inspection by the tenants and the Agency upon request. Each tenant must receive an Agency summary of tenant's rights when a lease agreement is signed. If a housing project is located in an area with a concentration of non-English speaking individuals, the borrower must provide grievance procedures in both English and the non-English language. The notice must include the telephone number and address of USDA's Office of Civil Rights and the appropriate Regional Fair Housing and Enforcement Agency.

(d) Reasons for grievance. Tenants or prospective tenants May file a grievance in writing with the borrower in response to a borrower action, or failure to act, in accordance with the lease or Agency regulations that results in a denial, significant reduction, or termination of benefits or when a tenant or prospective tenant contests a borrower's notice of proposed adverse action as provided in paragraph (e) of this section. Acceptable reasons for filing a grievance May include:

(02-24-05) SPECIAL PN

- (1) Failure to maintain the premises in such a manner that provides decent, safe, sanitary, and affordable housing in accordance with §3560.103 and applicable state and local laws;
- (2) Borrower violation of lease provisions or occupancy rules;
- (3) Modification of the lease;
- (4) Occupancy rule changes;
- (5) Rent changes not authorized by the Agency according to §3560.205; or
- (6) Denial of approval for occupancy.

(e) Notice of adverse action. In the case of a proposed action that May have adverse consequences for tenants or prospective tenants such as denial of admission to occupancy and changes in the occupancy rules or lease, the borrower must notify the tenant or prospective tenant in writing. In the case of a Borrower's proposed adverse action including denial of admission to occupancy, the Borrower shall notify the applicant/tenant in writing. The notice must be delivered by certified mail return receipt requested or a hand-delivered letter with a signed and dated acknowledgement of receipt from the applicant/tenant. The notice must give specific reasons for the proposed action. The notice must also advise the tenant or prospective tenant of "the right to respond to the notice within ten calendar days after date of the notice" and of "the right to a hearing in accordance with §3560.160 (f), which is available upon request." The notice must contain the information specified in paragraph (a) (2) of this section. For housing projects in areas with a concentration of non-English speaking individuals, the notice must be in English and the non-English language.

(f) Grievances and responses to notice of adverse action. The following procedures must be followed by tenants, prospective tenants, or borrowers involved in a grievance or a response to an adverse action.

- (1) The tenant or prospective tenant must communicate to the borrower in writing any grievance or response to a notice within 10 calendar days after occurrence of the adverse action or receipt of a notice of intent to take an adverse action.
- (2) Borrowers must offer to meet with tenants to discuss the grievance within 10 calendar days of receiving the grievance. The Agency encourages borrowers and tenants or prospective tenants to make an effort to reach a mutually satisfactory resolution to the grievance at the meeting.
- (3) If the grievance is not resolved during an informal meeting to the tenant or prospective tenant's satisfaction, the borrower must prepare a summary of the problem and submit the summary to the tenant or prospective tenant and the Agency within 10 calendar days. The summary should include: The borrower's position; the applicant/tenant's position; and the result of the meeting. The tenant also May submit a summary of the problem to the Agency.

(g) Hearing process. The following procedures apply to a hearing process.

- (1) Request for hearing. If the tenant or prospective tenant desires a hearing, a written request for a hearing must be submitted to the borrower within 10 calendar days after the receipt of the summary of any informal meeting.

(2) Selection of hearing officer or hearing panel. In order to properly evaluate grievances and appeals, the borrower and tenant must select a hearing officer or hearing panel. If the borrower and the tenant cannot agree on a hearing officer, then they must each appoint a member to a hearing panel and the members selected must appoint a third member. If within 30 days from the date of the request for a hearing, the tenant and borrower have not agreed upon the selection of a hearing officer or hearing panel, the borrower must notify the Agency by mail of the situation. The Agency will appoint a person to serve as the sole hearing officer. The Agency May not appoint a hearing officer who was earlier considered by either the borrower or the tenant, in the interest of ensuring the integrity of the process.

(3) Standing hearing panel. In lieu of the procedure contained in paragraph (g) (2) of this section for each grievance or appeal presented, a borrower May ask the Agency to approve a standing hearing panel for the housing project.

(4) Examination of records. The borrower must allow the tenant the opportunity, at a reasonable time before a hearing and at the expense of the tenant, to examine or copy all documents, records, and policies of the borrower that the borrower intends to use at a hearing unless otherwise prohibited by law or confidentiality agreements.

(5) Scheduling of hearing. If a standing hearing panel has been approved, a hearing will be scheduled within 15 calendar days after receipt of the tenant's or prospective tenant's request for a hearing. If a hearing officer or hearing panel must be selected, a hearing will be scheduled within 15 calendar days after the selection or appointment of a hearing panel or a hearing officer. All hearings will be held at a time and place mutually convenient to both parties. If the parties cannot agree on a meeting place or time, the hearing officer or hearing panel will designate the place and time.

(6) Escrow deposits. If a grievance involves a rent increase not authorized by the Agency, or a situation where a borrower fails to maintain the property in a decent, safe, and sanitary manner, rental payments May be deposited by the tenant into an escrow account, provided the tenant's rental payments are otherwise current.

- (i) The escrow account deposits must continue until the complaint is resolved through informal discussion or by the hearing officer or panel.
- (ii) The escrow account must be in a Federally-insured institution or with a bonded independent agent.
- (iii) Failure to make timely rent payments into the escrow account will result in a termination of the tenant grievance and appeals procedure and all sums will immediately become due and payable under the lease.
- (iv) Receipts of escrow account deposits must be available for examination by the borrower.

(7) Failure to request a hearing. If the tenant or prospective tenant does not request a hearing within the time provided by paragraph (f) (1) of this section, the borrower's disposition of the grievance or appeal will become final.

(h) Requirements governing the hearing. The following requirements will govern the hearing process.

(1) Subject to paragraph (f)(2) of this section, the hearing will proceed before a hearing officer or hearing panel at which evidence May be received without regard to whether that evidence could be used in judicial proceedings.

(2) The hearing must be structured so as to provide basic due process safeguards for both the borrower and the tenants or prospective tenants, which must protect:

(i) The right of both parties to be represented by counsel or other person chosen as their representative;

(ii) The right of the tenant or prospective tenant to a private hearing unless a public hearing is requested;

(iii) The right of the tenant or prospective tenant to present oral or written evidence and arguments in support of their grievance or appeal and to cross-examine and refute the evidence of all witnesses on whose testimony or information the borrower relies; and

(iv) The right of the borrower to present oral and written evidence and arguments in support of the decision, to refute evidence relied upon by the tenant or prospective tenant, and to confront and cross-examine all witnesses in whose testimony or information the tenant or prospective tenant relies.

(3) At the hearing, the tenant or prospective tenant must present evidence that they are entitled to the relief sought, and the borrower must present evidence showing the basis for action or failure to act against that which the grievance or appeal is directed.

(4) The hearing officer or hearing panel must require that the borrower, the tenant or prospective tenant, counsel, and other participants or spectators conduct themselves in an orderly manner. Failure to comply May result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

(5) If either party or their representative fails to appear at a scheduled hearing, the hearing officer or hearing panel May make a determination to postpone the hearing for no more than five days or May make a determination that the absent party has waived their right to a hearing under this subpart. If the determination is made that the absent party has waived their rights, the hearing officer or hearing panel will make a decision on the grievance. Both the tenant or prospective tenant and the borrower must be notified in writing of the determination of the hearing officer or hearing panel.

(i) Decision. Hearing decisions must be issued in accordance with the following requirements.

(1) The hearing officer or hearing panel has the authority to affirm or reverse a borrower's decision.

(2) The hearing officer or hearing panel must prepare a written decision, together with the reasons thereof based solely and exclusively upon the facts presented at the hearing within 10 calendar days after the hearing. The notice must state that the decision is not effective for 10 calendar days to allow time for an Agency review as specified in paragraphs (i)(3) and (i)(4) of this section.

(3) The hearing officer or hearing panel must send a copy of the decision to the tenant, or prospective tenant, borrower, and the Agency.

(4) The decision of the hearing officer or hearing panel shall be binding upon the parties to the hearing unless the parties to the hearing are notified within 10 calendar days by the Agency that the decision is not in compliance with Agency regulations.

(5) Upon receipt of written notification from the hearing officer or hearing panel, the borrower and tenant must take the necessary action, or refrain from any actions, specified in the decision.

§§3560.132-3560.199 [Reserved]

§3560.200 OMB control number.

The information collection requirements contained in this regulation have been approved by the Office of Management and Budget (OMB) and have been assigned OMB control number 0575-0189. Public reporting burden for this collection of information is estimated to vary from 15 minutes to 18 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. A person is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Subpart E--Rents

§3560.201 General.

This subpart sets forth the requirements for establishing and collecting rents charged to occupants of multi-family housing (MFH) projects financed by the Agency.

§3560.202 Establishing rents and utility allowances.

(a) General. Rents and utility allowances for rental units in Agency-financed housing projects are set by the borrower and must be based on the operating, management and maintenance expenses and other costs related to the housing project including loan payment amounts due to the Agency.

(b) Agency approval. All rents and utility allowances set by borrowers are subject to Agency approval.

(c) Rents. As applicable, borrowers must establish the following rents:

(1) Note rent;

(2) Basic rent;

(02-24-05) SPECIAL PN



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ITEM #: 14 PET POLICY (24CFR Part 903.7.9(0))

APPENDIX IV

RULES FOR PETS

I. GENERAL RULES FOR ALL PETS:

1. **Domain:** Must be kept within the owner's apartment, on a leash, or in a cage at all times. No outdoor pens or cages May be erected.
2. **Waste:** All litter and animal waste is to be disposed of in sealed plastic bags and placed in a trash receptacle. Litter collected in a box or cage within the must be disposed of at lease twice weekly.
3. **Nuisance:** Pets that disturb the peace of neighbors through noise, odors, physical activity, animal waste or other nuisances will not be allowed.
4. **Neighbor Complaints:** Three (3) or more substantiated complaints of animal's nuisance by neighbors or Housing Authority staff within one year will result in the owner being required to get rid of the pet or move.
5. **Types of Pets:** All pets must be approved by the Housing Authority. Permitted pets are domesticated dogs, cats and birds, and those in aquariums subject to the limitations outlines below. A maximum of one (1) pet and no more than one (1) aquarium will be allowed.
6. **Deposit:** A pet deposit of \$75.00 and a non-refundable fee of \$25.00 to cover reasonable operating cost relating to the presence of pets will be required. If no damages occur, the pet deposit \$50.00 will be fully refunded when the resident vacates premises.

II. DOGS AND CATS:

1. **Weight:** Must be less than 20 pounds.
2. **License:** Must be currently licensed by the City or County.
3. **Rabies:** Must have current rabies and distemper shots.
4. **Leash:** Must be on leash at all times when outside of owner's apartment.
5. **Waste:** Pets which dispose of waste outdoors must be kept to certain designated pet walking areas and the waste disposed of in a sealed plastic bag in a trash receptacle by the owner. This rule is for public health reasons and will be strictly enforced. Each violation of this rule will be counted as a nuisance and subject to "Neighbor Complaints", (Section I, Item 4.)

III. **BIRDS:**

1. **Cages:** Must be in cages no larger the 6' high by 3' wide by 2' deep. Cages must have removable litter tray, which must be cleaned at least twice weekly.
2. **Noise:** Very noisy or shrill birds which generate neighbor complaints will be regarded as a nuisance and subject to "Neighbor Complaints", (Section I, Item 4.)
3. **Birds of Prey:** No birds of prey or other dangerous species May be kept.

IV. **AQUARIUMS:**

1. **Size:** Must be no larger than 40 gallons.
2. **Leakage:** Must be sealed against all leakage and sit in a one-inch deep waterproof drip pan as additional protection against minor leaks.
3. **Cleaning:** Must be cleaned regularly, consistent with the filtering systems used and not to be allowed to become foul or stagnant.
4. **Types of Fish:** Poisonous or dangerous species (such as Piranha) are not permitted.

PETS REQUESTED BY TENANT:

1. _____
2. _____

Tenant's Signature

Date

PETS APPROVED BY MANAGEMENT:

1. _____
2. _____

Management's Signature

Date

PROPOSITION 65 WARNING AND QUESTIONS & ANSWERS ADDENDUM

WARNING:

This Property Contains Chemicals Known To The State of California
To Cause Cancer and Birth Defects or Other Reproductive Harm.

"Proposition 65 in Plain Language"

Office of Environmental Health Hazard Assessment
California Environmental Protection Agency

What is Proposition 65?

In 1986, California voters approved an initiative to address their growing concerns about exposure to toxic chemicals. That initiative became the Safe Drinking Water and Toxic Enforcement Act of 1986, better known by its original name of Proposition 65.

Proposition 65 requires the State to publish a list of chemicals known to cause cancer or birth defects or other reproductive harm. This list, which must be updated at least once a year, has grown to include approximately 750 chemicals since it was first published in 1987.

Proposition 65 requires businesses to notify Californians about significant amounts of chemicals in the products they purchase, in their homes or workplaces, or that are released into the environment. By providing this information, Proposition 65 enables Californians to make informed decisions about protecting themselves from exposure to these chemicals. Proposition 65 also prohibits California businesses from knowingly discharging significant amounts of listed chemicals into sources of drinking water.

The Office of Environmental Health Hazard Assessment (OEHHA) administers the Proposition 65 program. OEHHA, which is part of the California Environmental Protection Agency (Cal/EPA), also evaluates all currently available scientific information on substances considered for placement on the Proposition 65 list.

What types of chemicals are on the Proposition 65 list?

The list contains a wide range of naturally occurring and synthetic chemicals that are known to cause cancer or birth defects or other reproductive harm. These chemicals include additives or ingredients in pesticides, common household products, food, drugs, dyes, or solvents. Listed chemicals May also be used in manufacturing and construction, or they May be byproducts of chemical processes, such as motor vehicle exhaust.

How is a chemical added to the list?

There are three principal ways for a chemical to be added to the Proposition 65 list. A chemical can be listed if either of two independent committees of scientists and health professionals finds that the chemical has been clearly shown to cause cancer or birth defects or other reproductive harm. These two committees—the Carcinogen Identification Committee (CIC) and the Developmental and Reproductive Toxicant (DART) Identification Committee—are part of OEHHA's Science Advisory Board. The committee members are appointed by the Governor and are designated as the "State's Qualified Experts" for evaluating chemicals under Proposition 65. When determining whether a chemical should be placed on the list, the committees base their decisions on the most current scientific information available. OEHHA staff scientists compile all relevant scientific evidence on various chemicals for the committees to review. The committees also consider comments from the public before making their decisions.

A second way for a chemical to be listed is if an organization designated as an "authoritative body" by the CIC or DART Identification Committee has identified it as causing cancer or birth defects or other reproductive harm. The following organizations have been designated as authoritative bodies: the U.S. Environmental Protection Agency, U.S. Food and Drug Administration (U.S. FDA), National Institute for Occupational Safety and Health, National Toxicology Program, and International Agency for Research on Cancer.

A third way for a chemical to be listed is if an agency of the state or federal government requires that it be labeled or identified as causing cancer or birth defects or other reproductive harm. Most chemicals listed in this manner are prescription drugs that are required by the U.S. FDA to contain warnings relating to cancer or birth defects or other reproductive harm.

In addition to these three listing procedures, Proposition 65 also requires the listing of chemicals meeting certain scientific criteria and identified in the California Labor Code as causing cancer or birth defects or other reproductive harm. This method was used to establish the initial chemical list following voter approval of Proposition 65 in 1986.

What requirements does Proposition 65 place on companies doing business in California?

Businesses are required to provide a "clear and reasonable" warning before knowingly and intentionally exposing anyone to a listed chemical. This warning can be given by a variety of means, such as by labeling a consumer product, posting signs at the workplace, distributing notices at a rental housing complex, or publishing notices in a newspaper. Once a chemical is listed, businesses have 12 months to comply with warning requirements.

Proposition 65 also prohibits companies that do business within California from knowingly discharging listed chemicals into sources of drinking water. Once a chemical is listed, businesses have 20 months to comply with the discharge prohibition.

Businesses with less than 10 employees and government agencies are exempt from Proposition 65's warning requirements and prohibition on discharges into drinking water sources. Businesses are also exempt from the warning requirement and discharge prohibition if the exposures they cause are so low as to create no significant risk of cancer or birth defects or other reproductive harm. Health risks are explained in more detail below.

What does a warning mean?

If a warning is placed on a product label or posted or distributed at the workplace, a business, or in rental housing, the business issuing the warning is aware or believes that one or more listed chemicals is present. By law, a warning must be given for listed chemicals unless exposure is low enough to pose no significant risk of cancer or is significantly below levels observed to cause birth defects or other reproductive harm.

For a chemical that causes cancer, the "no significant risk level" is defined as the level of exposure that would result in not more than one excess case of cancer in 100,000 individuals exposed to the chemical over a 32-year lifetime. In other words, a person exposed to the chemical at the "no significant risk level" for 32 years would not have more than a "one in 100,000" chance of developing cancer as a result of that exposure.

For chemicals that are listed as causing birth defects or reproductive harm, the "no observable effect level" is determined by identifying the level of exposure that has been shown to not pose any harm to humans or laboratory animals. Proposition 65 then requires this "no observable effect level" to be divided by 1,000 in order to provide an ample margin of safety. Businesses subject to Proposition 65 are required to provide a warning if they cause exposures to chemicals listed as causing birth defects or reproductive harm that exceed 1/1000th of the "no observable effect level."

To further assist businesses, OEHHA develops numerical guidance levels, known as "safe harbor numbers" (described below) for determining whether a warning is necessary or whether discharges of a chemical into drinking water sources are prohibited. However, a business May choose to provide a warning simply based on its knowledge, or assumption, about the presence of a listed chemical without attempting to evaluate the levels of exposure. Because businesses do not file reports with OEHHA regarding what warnings they have issued and why, OEHHA is not able to provide further information about any particular warning. The business issuing the warning should be contacted for specific information, such as what chemicals are present, and at what levels, as well as how exposure to them May occur.

What are safe harbor numbers?

As stated above, to guide businesses in determining whether a warning is necessary or whether discharges of a chemical into drinking water sources are prohibited, OEHHA has developed safe harbor numbers. A business has "safe harbor" from Proposition 65 warning requirements or discharge prohibitions if exposure to a chemical occurs at or below these levels. These safe harbor numbers consist of no significant risk levels for chemicals listed as causing cancer and maximum allowable dose levels for chemicals listed as causing birth defects or other reproductive harm. OEHHA has established safe harbor numbers for nearly 250 chemicals to date and continues to develop safe harbor numbers for listed chemicals.

Who enforces Proposition 65?

The California Attorney General's Office enforces Proposition 65. Any district attorney or city attorney (for cities whose population exceeds 750,000) May also enforce Proposition 65. In addition, any individual acting in the public interest May enforce Proposition 65 by filing a lawsuit against a business alleged to be in violation of this law.

Lawsuits have been filed by: the Attorney General's Office, district attorneys, consumer advocacy groups, and private citizens and law firms. Penalties for violating Proposition 65 by failing to provide notices can be as high as \$2,500 per violation per day.

How is Proposition 65 meeting its goal of reducing exposure to hazardous chemicals in California?

Since it was passed in 1986, Proposition 65 has provided Californians with information they can use to reduce their exposures to listed chemicals that May not have been adequately controlled under other State or federal laws. This law has also increased public awareness about the adverse effects of exposures to listed chemicals. For example, Proposition 65 has resulted in greater awareness of the dangers of alcoholic beverage consumption during pregnancy. Alcohol consumption warnings are perhaps the most visible health warnings issued as a result of Proposition 65.

Proposition 65's warning requirement has provided an incentive for manufacturers to remove listed chemicals from their products. For example, trichloroethylene, which causes cancer, is no longer used in most correction fluids; reformulated paint strippers do not contain the carcinogen methylene chloride; and toluene, which causes birth defects or other reproductive harm, has been removed from many nail care products. In addition, a Proposition 65 enforcement action prompted manufacturers to decrease the lead content in ceramic tableware and wineries to eliminate the use of lead-containing foil caps on wine bottles.

Proposition 65 has also succeeded in spurring significant reductions in California of air emissions of listed chemicals, such as ethylene oxide, hexavalent chromium, and chloroform.

Although Proposition 65 has benefited Californians, it has come at a cost for companies doing business in the state. They have incurred expenses to test products, develop alternatives to listed chemicals, reduce discharges, provide warnings, and otherwise comply with this law. Recognizing that compliance with Proposition 65 comes at a price, OEHHA is working to make the law's regulatory requirements as clear as possible and ensure that chemicals are listed in accordance with rigorous science in an open public process.

Where can I get more information on Proposition 65?

For general information on the Proposition 65 list of chemicals, you May contact OEHHA's Proposition 65 program at (916) 445-6900, or visit: <http://www.oehha.ca.gov/prop65.html>.

For enforcement information, contact the California Attorney General's Office at (510) 622-2160, or visit <http://caag.state.ca.us/prop65/index.htm>.

The undersigned Tenant(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.

Tenant _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

ANEXO DE LA PROPOSICIÓN 65 ADVERTENCIA Y PREGUNTAS Y RESPUESTAS

ADVERTENCIA:

Esta Propiedad Contiene Sustancias Químicas Conocidas por el Estado de California que Causan Cáncer y Defectos Congénitos u Otro Daño Reproductivo

"La Proposición 65 en Lenguaje Claro"

Oficina de Evaluación de Peligros Medioambientales a la Salud
Agencia de Protección Medioambiental de California

¿Qué es la Proposición 65?

En 1986, los votantes de California aprobaron una iniciativa para responder a su preocupación creciente sobre exposición a sustancias químicas tóxicas. La iniciativa llegó a ser la Ley de Sustancias Tóxicas y Agua Potable Segura de 1986, mejor conocida por su nombre original, Proposición 65.

La Proposición 65 requiere que el Estado publique una lista de sustancias químicas conocidas que causan cáncer, defectos congénitos u otro daño reproductivo. La lista tiene que ser actualizada al menos una vez al año. Ahora incluye aproximadamente 750 sustancias químicas desde que fue publicada por primera vez en 1987.

La Proposición 65 requiere que los negocios notifiquen a los californianos sobre cantidades significativas de sustancias químicas presentes en los productos que compran, sus hogares o lugares de trabajo, o que sean emitidas al medioambiente. Por medio de proveer esa información, la Proposición 65 permite que los californianos tomen decisiones para protegerse de exposición a esas sustancias químicas. La Proposición 65 también dispone que negocios californianos son prohibidos de a sabiendas emitir a fuentes de agua potable cantidades significativas de sustancias químicas incluidas en la lista.

La Oficina de Evaluación de Peligros Ambientales a la Salud (OEHHA) administra el programa de la Proposición 65. La OEHHA es parte de la Agencia de Protección Medioambiental de California (Cal/EPA). Evalúa también toda la información actualmente disponible sobre sustancias bajo consideración para la lista de la Proposición 65.

¿Cuáles clases de sustancias químicas hay en la lista de la Proposición 65?

La lista contiene una amplia gama de sustancias químicas naturales y sintéticas conocidas que causan cáncer o defectos congénitos u otro daño reproductivo. Esas sustancias químicas incluyen aditivos o ingredientes en pesticidas, productos caseros comunes, comidas, drogas, colorantes y disolventes. Las sustancias químicas incluidas pueden ser usadas en fabricación y construcción, y pueden ser subproductos de procesos químicos, tales como gases de combustión de automóviles.

¿Cómo se agrega una sustancia química a la lista?

Hay tres maneras principales para agregar una sustancia química a la lista de la Proposición 65. Una sustancia química puede ser agregada si uno de dos comités independientes de científicos y profesionales de salud encuentra que se ha demostrado claramente que la sustancia química causa cáncer o defectos congénitos u otro daño reproductivo.

Los dos comités – el Comité de Identificación de Carcinógenos (CIC) y el Comité de Identificación de Sustancias Tóxicas al Desarrollo y Reproducción (DART) – forman parte de la Junta Asesor Científica de la OEHHA. Los miembros del comité son nombrados por el Gobernador, y son los “Peritos Calificados del Estado” designados para evaluar sustancias químicas bajo la Proposición 65. Cuando se determina que una sustancia química debe ser incluida en la lista, el comité basa sus decisiones en la información científica más actualizada que hay disponible. Los científicos de la plantilla de la OEHHA reúnen toda la evidencia científica pertinente sobre las varias sustancias químicas que estudian. Los comités también consideran comentarios del público antes de tomar sus decisiones.

Una sustancia química puede ser incluida en la lista de otra manera, si una organización designada como “entidad autoritativa” por el CIC o el Comité de Identificación DART la ha identificado como sustancia que causa cáncer, defectos congénitos u otro daño reproductivo. Las organizaciones siguientes son designadas como entidades autoritativas: La Agencia para la Protección del Medio Ambiente de los EEUU, la Administración de Drogas y Alimentos de los EEUU (U.S. FDA), el Instituto Nacional para la Seguridad y Salud en el Trabajo, el Programa Nacional de Toxicología, y la Agencia Internacional para Investigaciones sobre el Cáncer.

Una sustancia química puede ser incluida de una tercera manera, si una agencia del gobierno estatal o federal requiere que sea identificada o que declare en la etiqueta que causa cáncer, defectos congénitos u otro daño reproductivo. La Mayoría de las sustancias químicas incluidas de esta manera son drogas recetadas que tienen que llevar advertencias relacionadas al cáncer, defectos congénitos u otro daño reproductivo por la FDA.

Además de estos tres procedimientos de inclusión en la lista, la Proposición 65 requiere también la enumeración de sustancias químicas que cumplen cierto criterio científico y han sido identificados en el Código Laboral del California como sustancias que causan cáncer, defectos congénitos u otro daño reproductivo. La lista inicial de sustancias químicas fue establecida por ese método después de la aprobación de la Proposición 65 por los votantes en 1986.

¿Cuáles son los requisitos que impone la Proposición 65 en las compañías que hacen negocios en California?

Los negocios tienen que proveer una advertencia “clara y razonable” antes de exponer a alguien, a sabiendas e intencionalmente, a una sustancia química incluida en la lista. Se puede dar la advertencia por varias maneras, tales como información incluida en la etiqueta de un producto para consumidores, carteles fijados en un sitio laboral, distribución de avisos en un complejo de viviendas alquiladas, o la publicación de avisos en un periódico. Al ser incluida una sustancia química en la lista, los negocios tendrán 12 meses para cumplir con los requisitos de aviso.

La Proposición 65 también prohíbe a las compañías que hacen negocios en California de emitir o echar sustancias químicas identificadas en la lista a fuentes de agua potable. Al ser incluida una sustancia química en la lista, los negocios tendrán 20 meses para cumplir con la prohibición de emisión.

Los negocios que tienen menos de 10 empleados y el gobierno son exentos de los requisitos de aviso de la Proposición 65, tanto como la prohibición de emisión a fuentes de agua potable. Los negocios también tienen exención del requisito de aviso y prohibición de emisión si la exposición causada es tan baja que no crea ningún riesgo significativo de cáncer, defectos congénitos u otro daño reproductivo. A continuación se encuentra una explicación más a fondo de los riesgos a la salud.

¿Qué significa una advertencia?

Si aparece una advertencia en la etiqueta de un producto, o si es fijada o distribuida en un lugar de trabajo, negocio o vivienda alquilada, el negocio que avisa está consciente de o cree que está presente una o más sustancias químicas incluidas en la lista. La ley requiere que se dé una advertencia de la presencia de sustancias químicas incluidas en la lista a menos que la exposición sea suficiente mínima que no presente ningún riesgo significativo de cáncer, o que está considerablemente menos de los niveles observados que causan defectos congénitos u otro daño reproductivo.

Para una sustancia que causa cáncer, el "nivel sin riesgo significativo" se define como el nivel de exposición que no resultaría en más que un caso exceso de cáncer en 100,000 individuos expuestos a la sustancia química durante toda una vida de 32 años. En otras palabras, una persona expuesta a la sustancia química al "nivel sin riesgo significativo" durante 32 años no tendría más que "una posibilidad en 100,000" de desarrollar cáncer como resultado de la exposición.

El "nivel sin riesgo perceptible" de sustancias químicas incluidas en la lista como causantes de defectos congénitos u otro daño reproductivo se determina por medio de identificar el nivel de exposición que ha sido demostrado no causar ningún daño a seres humanos o animales de laboratorio. La Proposición 65 requiere que el "nivel sin riesgo perceptible" sea dividido por 1,000 para dar un amplio margen de seguridad. Los negocios sujetos a la Proposición 65 tienen el requisito de proveer una advertencia si causan exposiciones a sustancias químicas incluidas en la lista de sustancias que causan defectos congénitos u otro daño reproductivo que exceden 1/1000 del "nivel sin riesgo perceptible".

Para asistir más a los negocios, la OEHHA desarrolla niveles numéricos de guía, conocidos como "números de puerto seguro" (descritos abajo) para determinar si una advertencia sea necesaria o si emisiones de una sustancia química a fuentes de agua potable sean prohibidas. Sin embargo, un negocio puede elegir proveer una advertencia basándose solamente en su conocimiento o suposición sobre la presencia de una sustancia química incluida en la lista sin intentar evaluar los niveles de exposición. Como los negocios no entregan informes a la OEHHA sobre las advertencias que dan, o las razones, la OEHHA no puede proporcionar información adicional sobre alguna advertencia específica. Habría que comunicarse con el negocio para conseguir información específica, tal como cuales son las sustancias químicas presentes, a qué niveles, y como podría ser expuesto a ellas.

¿Qué son números de puerto seguro?

Como indica arriba, la OEHHA ha desarrollado números de puerto seguro para guiar a los negocios en su determinación de si una advertencia sea necesaria, o si son prohibidas emisiones de una sustancia química a fuentes de agua potable. Un negocio tiene "puerto seguro" de los requisitos de advertencia o prohibiciones de emisión de la Proposición 65 si la exposición a una sustancia química sucede a estos niveles o menos. Los números de puerto seguro se definen por niveles de ningún riesgo significativo presentado por las sustancias químicas enumeradas como causantes de cáncer y los niveles permisibles máximos de sustancias químicas que causan defectos congénitos u otro daño reproductivo. Hasta la fecha, la OEHHA ha determinado números de puerto seguro para casi 250 sustancias químicas, y sigue determinando números de puerto seguro para las sustancias químicas incluidas en la lista.

¿Quién hace cumplir la Proposición 65?

El Fiscal General del Estado de California hace cumplir la Proposición 65. Cualquier fiscal o abogado municipal (de ciudades cuya población excede 750,000) también puede implementar la Proposición 65. Además, cualquier individuo que actúa en el interés del público puede hacer cumplir la Proposición 65 por medio de entablar una demanda contra un negocio que supuestamente ha infringido esa ley.

Ha habido demandas entabladas por el Fiscal General del Estado, fiscales locales, grupos defensores de consumidores, y ciudadanos particulares y bufetes de abogados. Las penas por infringir la Proposición 65 por medio de no fijar avisos pueden llegar a hasta \$2,500 por día por cada infracción.

¿Cómo logra la Proposición 65 su objetivo de reducir exposición a sustancias químicas peligrosas en California?

Desde que fue aprobado en 1986, la Proposición 65 ha proporcionado información a los Californianos que pueden usar para reducir su exposición a sustancias químicas incluídas en la lista que posiblemente no hayan sido controladas adecuadamente bajo otras leyes estatales o federales. La ley ha aumentado el conocimiento público de los efectos adversos de exposición a las sustancias químicas incluídas en la lista. Por ejemplo, la Proposición 65 ha creado un conocimiento Mayor de los peligros del consumo de bebidas alcohólicas durante el embarazo. Tal vez las etiquetas que avisan sobre el consumo de alcohol sean las advertencias de salud más visibles que resultan de la Proposición 65.

El requisito de advertencia de la Proposición 65 ha motivado a los fabricantes a quitar sustancias químicas incluídas en la lista de sus productos. Por ejemplo, ya no se usa tricloroetileno, que causa cáncer, en la Mayoría de líquidos correctores; decapantes reformulados ya no contienen el carcinógeno cloruro metileno; y tolueno, que causa defectos congénitos u otro daño reproductivo, ya no se encuentra en muchos productos para el cuidado de las uñas. Además, una acción para hacer cumplir la Proposición 65 motivó a los fabricantes a reducir el contenido de plomo en vajillas y eliminar el uso de chapas de metal con plomo en botellas de vino.

La Proposición 65 también ha estimulado reducciones significativas de emisiones al aire en California de sustancias químicas incluídas en la lista, tales como óxido de etileno, cromo hexavalente y cloroformo.

Aunque la Proposición 65 ha beneficiado a los californianos, ha tenido su precio para las compañías que hacen sus negocios en el estado. Han incurrido en gastos para poner sus productos a prueba, desarrollar alternativos a las sustancias en la lista, reducir emisiones, proveer advertencias y por lo demás cumplir con esa ley. La OEHHA reconoce que cumplir con esa ley tiene su precio, y trabaja para que los requisitos de la ley sean tan claros como sea posible, y asegura que las sustancias químicas sean incluídas en la lista conforme con ciencia rigurosa en un proceso abierto al público.

¿Dónde podría conseguir más información sobre la Proposición 65?

Para información general sobre la lista de sustancias químicas de la Proposición 65, puede comunicarse con el programa de la Proposición 65 de la OEHHA al (916) 445-6900, o visitar: <http://www.oehha.ca.gov/prop65.html>.

Para información sobre como hacer cumplir la Proposición 65, comuníquese con el Fiscal General de California (California Attorney General's Office) al (510) 622-2160, o visite <http://caag.state.ca.us/prop65/index.htm>.

El Arrendatario abajofirmante reconoce que ha leído y entiende lo anterior, y ha recibido una copia del original.

Arrendatario _____ Fecha _____

Arrendatario _____ Fecha _____

Arrendatario _____ Fecha _____

Arrendatario _____ Fecha _____

ASBESTOS ADDENDUM
Provided in Accordance with Proposition 65

This document is an Addendum of the Lease Agreement, dated _____ between **Regional Housing Authority/Richland Housing** (OWNER) and _____ (Resident) for the premises located at _____ **Apartment _____, Yuba City, CA 95991.**

Under Proposition 65, all owners of rental property built before 1981 are required to disclose to residents that the building does or May contain asbestos. Dwellings built prior to 1981 are assumed to contain asbestos.

This notice is to advise you that this building was built prior to 1981 and **May** contain asbestos.

The undersigned Resident(s) acknowledge have read and understood this addendum.

Date _____ Resident _____

Date _____ Resident _____

Date _____ Resident _____

Date _____ Resident _____

ANEXO SOBRE EL ASBESTOS
Proveído conforme con la Proposición 65

El presente documento es un Anexo al Contrato de Arriendo, el cual lleva la fecha de _____ entre **Regional Housing Authority/Richland Housing** (DUEÑO) y _____ (Residente) para la propiedad ubicada en _____ **Departamento** _____ , **Yuba City, CA 95991**.

Conforme con las disposiciones de la Proposición 65, todos los dueños de propiedades de alquiler construídas antes de 1981 tienen el requisito de revelar a los residents que el edificio contiene o puede contener asbestos. Se supone que los edificios construídos antes de 1981 sí contienen asbestos.

Este aviso es para advertirle que este edificio fue construído antes de 1981 y **puede** contener asbestos.

El/Los Residente(s) abajo firmante(s) reconoce(n) que ha(n) leído y entienden el anexo presente.

Fecha _____ Residente _____

Fecha _____ Residente _____

Fecha _____ Residente _____

Fecha _____ Residente _____

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing [explain].

(ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) NDS Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

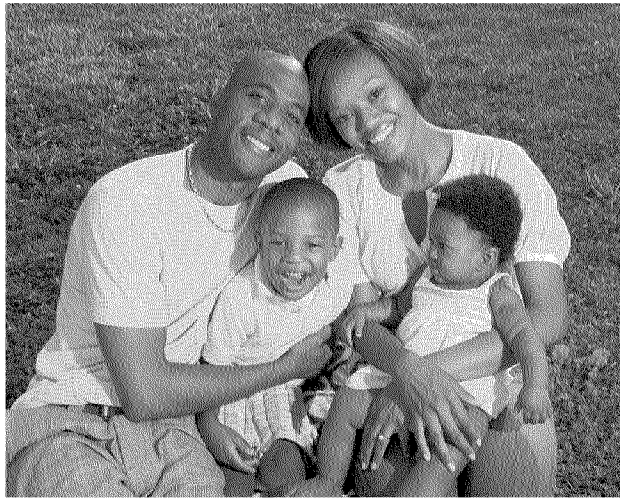
Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

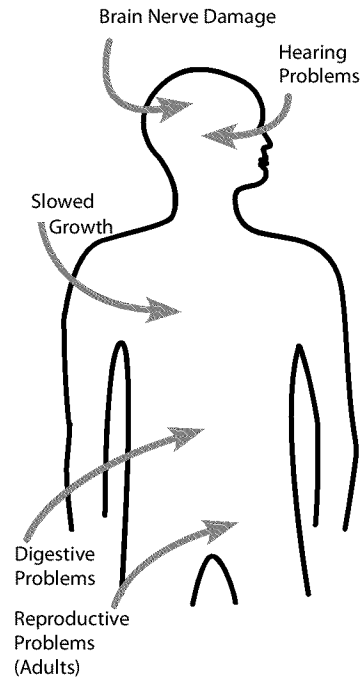
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.



- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

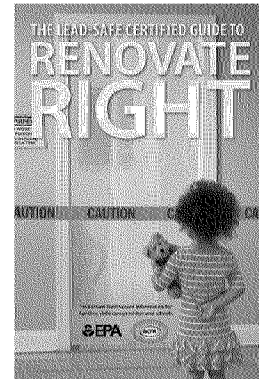
- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA)

Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

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IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).



REGIONAL HOUSING AUTHORITY

Serving the Cities of Live Oak, Yuba City and Colusa • Counties of Sutter, Nevada, Colusa and Yuba

1455 Butte House Road • Yuba City, CA 95993

Phone: (530) 671-0220 • Toll Free: (888) 671-0220 • TTY: (866) 735-2929 • Fax: (530) 673-0775

www.RegionalHA.org

Pesticide Notification

Tenant is hereby notified that your residence located at _____ Apt. _____, Yuba City, CA 95991 is on a Monthly pest control agreement with Right Way Pest Control, Inc. Tenant is advised to review the attached Notice to Owner/Tenant for more information regarding the types of chemicals that May be used to treat rodents or infestation.

I have received the required Pest Control Notification and Notice to Tenant.

Tenant

Date

Tenant

Date

Tenant

Date

Tenant

Date



REGIONAL HOUSING AUTHORITY

Serving the Cities of Live Oak, Yuba City and Colusa • Counties of Sutter, Nevada, Colusa and Yuba

1455 Butte House Road • Yuba City, CA 95993

Phone: (530) 671-0220 • Toll Free: (888) 671-0220 • TTY: (866) 735-2929 • Fax: (530) 673-0775

www.RegionalHA.org

Notificación de Pesticida

Por medio del presente se le avisa al Arrendatario que su residencia, ubicada en _____ Departamento _____, Yuba City, CA 95991, está bajo un acuerdo mensual de control de plagas con Right Way Pest Control, Inc. Se le aconseja al Arrendatario que repase el Aviso al Dueño/Arrendatario para más información sobre las clases de sustancias químicas que pueden ser usadas para tratar roedores o infestación.

He recibido la Notificación de Pesticida y Aviso al Arrendatario requeridos.

Arrendatario

Fecha

Arrendatario

Fecha

Arrendatario

Fecha

Arrendatario

Fecha

BRANCH II NOTICE TO OWNER\TENANT

State law requires that you be given the following information;

CAUTION --- PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Operators are licensed and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Food and Agriculture and United States Environmental Protection Agency. Registration is granted when the state finds that based on existing scientific evidence there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized. If within 24 hours following application, you experience headache, dizziness, nausea, tearing, coughing, nose and throat irritation or develop shortness of breath, double vision, unusual drowsiness and weakness, or tremors, contact your physician or poison control center (see below) and your pest control operator immediately. If rodenticide ingestion occurs, you may experience symptoms of mild shock and/or bleeding.

For further information, contact **RIGHT WAY PEST CONTROL INC.:** for Health Questions --- the County Health Department (see below); for Application Information --- the County Agricultural Commissioner (see below) and for Regulatory Information --- the Structural Pest Control Board, (916) 532-8320, 1422 Howe Avenue, Suite 18, Sacramento, CA 95825

POISON CONTROL CENTER

Fresno (209) 445-1222 San Francisco (800) 523-2222 Los Angeles (800) 777-4476

CALIFORNIA COUNTY AGRICULTURAL COMMISSIONERS

Butte (530) 534-4574 Nevada (530) 273-2648 Placer (530) 889-7742 Sacramento (916) 366-2003 Sutter (530) 822-7503 Yuba (530) 741-6484 Yolo (530) 666-7440

CALIFORNIA COUNTY HEALTH OFFICERS

Butte (530) 534-4574 Nevada (530) 265-1450 Placer (530) 823-4465 Sacramento (916) 366-2174 Sutter (530) 671-1440 Yolo (530) 666-8649 Yuba (530) 741-6240

INSECT CONTROL CHEMICALS

Aminodihydrozone	Maxforce Roach/Ant	Allerthrin	PT 515 Wasp Freeze
Hydroprene Gencor	Pyrethrin	PT-565 ULD-BP300	Borid, Drax, Niban
Cyfluthrin Tempo WP	Silica Gel	Drione, Dri-Die Boric Acid	
Esfenvalerate Conquer	Propetaphos	Catalyst	Dichlorvos
Methoprene Precor	Permethrin	Dragnet - Prelude	Maxforce FC - Fipronil
Avitrol	Bendiocarb	Propoxur Baygon	Delta Guard - Deltamethrin
Resmethrin	Gophicide	Acephate Orthene	Demand - Lambda - Cyhalothrin
Phantom - Chlorsenapyr		Cypermethrin-Cynoff	Fipronil-Termidor

RODENT CONTROL CHEMICALS

Brodifacoum Talon Final	Chlorophacinone Rozal, Rozal Tracking Powder
Bromadiolone Maki Mini Blocks, Contrae	Chlorecaliferol Quintox
Difethialone Generation	Diphacione Eaton bait blocks, rodent cakes, Liqua tox
Zinc Phosphide Gopha-rid, Z-P tracking powder, Z-P bait	

Other:

SIGNED

DATE

Right Way Pest Control Inc. is not responsible and does not guarantee against present or future damage to the building or contents, or provide for the repair or replacement thereof. This Agreement does not provide for the control of termites, fungus, beetles, or any other pest not indicated herein.



REGIONAL HOUSING AUTHORITY

Serving the Cities of Live Oak, Yuba City and Colusa • Counties of Sutter, Nevada, Colusa and Yuba

1455 Butte House Road • Yuba City, CA 95993

Phone: (530) 671-0220 • Toll Free: (888) 671-0220 • TTY: (866) 735-2929 • Fax: (530) 673-0775

www.RegionalHA.org

VEHICLE REGISTRATION

Name _____

Address _____, Yuba City, CA 95991

VEHICLE 1

Make _____

Model _____

Vin _____

License # _____

I understand that there is assigned parking at Richland Housing. I May park a maximum of ONE vehicle in my assigned location in the tenant parking lot. Additional vehicles must still be REGISTERED, but MAY NOT be parked in assigned Tenant Parking.

Signature _____ Date _____

VEHICLE 2

Make _____

Model _____

Vin _____

License # _____

VEHICLE 3

Make _____

Model _____

Vin _____

License # _____

CLEANING STANDARDS

This list is provided to assist you with the cleaning process. There May be other items not listed which require your attention. If you have any questions, please contact your Specialist.

GENERAL

Walls

- Remove all nails and picture hanging devices.
- Wipe down all marks.

Switch Plates/Electrical Outlets

- Wipe down to remove dust and marks

A/C / Heater Vents

- Vacuum or remove and wash with mild cleaner. Remove all dust and marks

Lino/Tile Floors

- Sweep and clean free of dirt, scuff marks etc.
- Mop with mild cleaner

Carpets

- Vacuum (including around edges and baseboards)

Baseboards

- Vacuum free of dust and wipe down with a mild cleaner

Windows

- Clean free of dust, spots etc. inside and outside

Screens

- Clean free of dust, spots etc. inside and outside

Doors

- Clean free of dust, spots, etc.

Closets

- Wipe down walls, doors and shelves

Light Fixtures

- Clean including base, chain and globe.
- Don't forget to clean exterior lights

Light Bulbs

- All fixtures and appliances must be equipped with working light bulbs of proper wattage.

Lessee _____

KITCHEN

Cabinets

- Wipe down interior and exterior.
- Be sure to remove all grease and food particles
- Clean countertops

Stove/Oven/Hood

- Must be clean and free of grease, dirt and food particles

Refrigerator

- Clean interior and exterior

Sinks/Faucet

- Scrub free of all marks, stains and soap residue
- Polish chrome

BATHROOM

Shower/Tub

- Clean interior and exterior.
- Be sure to remove all soap residues.
- Polish chrome

Toilet

- Clean interior and exterior free of marks with a disinfectant cleaning product

Medicine Cabinet

- Clean interior and exterior free of marks, stains, dust, etc.

Mirrors

- Clean mirrors with glass cleaner being sure to remove all cleaning residue

Towel Bar/Toilet Paper Holder

- Dust and/or polish free of marks, dust, etc.

Exhaust Fan

- Clean fan cover free of dust, etc.

EXTERIOR

Patio/Storage Area/Front Porch Area

- Sweep down walls to remove cobwebs, etc.
- Sweep floors
- Remove any nails
- Make sure light fixtures are clean and have working bulbs

Patio Door Tracks

- Clean free of dirt, debris, etc.

Personal Property

- Large items are not to be placed in or around dumpster.
- All personal property and trash must be removed from premises.

Lessee _____



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RESOLUTION 19-1606

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY HEREBY AUTHORIZES THE STANDARD CHARGES TO RESIDENTS FOR MAINTENANCE SERVICES AND RESIDENT CAUSED DAMAGES FOR 2019-2024.

WHEREAS, the Regional Housing Authority, a Public Housing Authority (PHA), is mandated to provide decent, safe, sanitary housing. The PHA has updated Standard Charges for Maintenance Services and Resident caused damages for all other RHA managed and or owned propriety for the time frame of 2019-2024.

BE IT RESOLVED, the Regional Housing Authority expresses its support of the implementation of the updated STANDARD CHARGES TO RESIDENTS FOR MAINTENANCE SERVICES AND RESIDENT CAUSED DAMAGES FOR 2019-2024.

BE IT FURTHER RESOLVED, that the Executive Director is authorized to execute documents as needed to accommodate the implementation of the STANDARD CHARGES TO RESIDENTS FOR MAINTENANCE SERVICES AND RESIDENT CAUSED DAMAGES.

The undersigned Chairperson of the Board of Commissioners of the Regional Housing Authority therefore named does hereby attest and certify that the foregoing is a true and full copy of a resolution of the Governing Board adopted at a duty convened meeting on the date above-mentioned, which has not been altered, amended or repealed.

This Resolution was approved at the special meeting of the Board of Commissioners, this 15th day of May 2019.

AYES: Chairperson Dan Miller, Commissioners Ron Sullenger, John Loudon, Kent Boes, Doug Lofton, Jeramy Chapdelaine, Brian Foss, Manny Cardoza and Suzanne Gallaty

NAYS: None

ABSTAINED: None

ABSENT: Commissioners Toni Benson and Randy Fletcher

ATTEST:

Dan Miller, Chairperson

(SEAL)



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REGIONAL HOUSING AUTHORITY

STANDARD CHARGES TO RESIDENTS FOR MAINTENANCE SERVICES AND RESIDENT CAUSED DAMAGES

2019-2024

Approved by Board Resolution No: (19-1606) May 15, 2019

Effective May 16, 2019

NOTE: all labor between 7:30 am to 5:30 pm Monday through Thursday will be charged at the rate of **\$50.00 per hour**. All after hour's labor will be charged at the rate of **\$75.00 per hour**. Charges for tenant caused damages will include the labor rate and the individual replacement/repair/cleaning charge.

Regional Housing Authority maintains professional services agreements with local vendors for items that include but are not limited to; carpet cleaning, painting, residential cleaning and when needed for items that require a specific trade. The maintenances for these services will be based on the actual cost for labor and materials by the vendor, plus the time accrued by RHA Maintenance staff.

The charges listed below are subject to change in cases where the actual cost to RHA has been changed by the vendor.

Any City or County fines permit costs incurred by RHA on a tenant's behalf for failure to comply with City or County ordinances shall be assessed directly to the tenant whose failure to comply is the basis for the fine.

Fees related to the Unlawful Detainer Process (eviction) brought by the RHA against residents are charged and payable as follows:

Filing Fee for Summons and Complaint	Actual Cost
Attorney's Fees	Actual Cost
Process Service Fees for services of Summons & Complaint	Actual Cost
Sherriff Fees for services of execution for eviction	Actual Cost
Sherriff Fees for actual eviction	Actual Cost



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BATHROOM Replacement of:

Complete toilet replacement	\$275.00 +2 hr. labor
Complete toilet replacement (ADA)	\$275.00 +2 hr. labor
Toilet tank lid	\$33.00 +.50 hr labor
Toilet seat	\$20.00 +.50 hr. labor
Toilet seat (ADA)	\$20.00 + .50 hr. labor
Toilet paper dispenser	\$5.00 +.50 hr. labor
Toilet paper roller	\$5.00 + .50 hr. labor
Towel bar only	\$6.00+ .50 hr. labor
Towel bar (bar & brackets)	\$5.00 + .75 hr. labor
Medicine cabinet	\$60.00 + 1 hr. labor
Medicine cabinet with plastic drawer	\$75.00 + 1 hr. labor
Shower curtain rod	\$26.00 + .50 hr. labor
Rubber tub/sink stoppers	\$2.00 + .50 hr. labor
Pop up sink stoppers	\$8.00 + .50 hr. labor
Faucet aerator	\$2.00 + .50 hr. labor

KITCHEN Replacement of:

Refrigerator door gasket	see invoice + 1 hrs labor
Fresh food bin	see invoice + .50 hr labor
Crisper top	see invoice + .50 hr labor
Freezer door bar	see invoice + .50 hr labor
Freezer door end caps	see invoice + .50 hr labor
Fresh food door bar	see invoice + .50 hr labor
Fresh food end caps	see invoice + .50 hr labor
Stove hood filter	\$6.00 + .50 hr labor
Oven rack	see invoice + .50 hr labor
GFCI (ground Fault Circuit Interrupters)	\$25.00 + .75 hr. labor
Sink strainer baskets (Lug/rubber bottom)	\$4.50 + .25 hr. labor



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DOORS, WINDOWS AND SCREENS Replacement of:

Door-exterior (solid core)	see invoice + 2.5 hrs labor
Door- interior (hollow core)	\$80.00 + 2.5 hr. labor
Door-interior (hollow Core) 48-2	\$150 + \$55 for Paint & labor
Door-screen door (patio)	\$ 55.00 + 1hr labor
Door-screen door screen (patio)	\$15.00 + 1 hr labor
Swinging screen door	\$125.00 + 1.5 hrs labor
Door Stop	\$1.00 each + .25 hr labor
Window glass	see invoice plus labor
Window screen only	based on united inch (W+H x\$0.75 per united inch) + labor
Window screen plus frame	based on united inch (W+H x\$0.75 per united inch) + labor, plus frame cost
Front door viewer replacement	\$9.00 + .50 hr labor
Mini blind	see invoice + .50 hr labor
Mini blind wands	\$1.00 + .50 hr labor

GENERAL Replacement of:

Smoke detectors A/C	\$25.00 + .50 hr. labor
Smoke detector 9V	\$15.00 + .50 hr. labor
Carbon Monoxide detectors	\$52.00 + .50 hr. labor
VCT Floor tile	\$1.75each + 1 hr. labor
Electrical receptacle plate	\$3.50 + .50 hr. labor
Ceiling light fixture:	
6" round style	\$ 15.00 +.50 hr. labor
8" round style	\$21.00 + .50 hr. labor
Square light fixture 12"	\$15.00 + 50 hr. labor
4 Ft. Puff cover only	\$65.00 +.50 hr. Labor
Light bulbs:	
Round (KC)	\$13.00 + .50 hr. labor
Wall Sconce (KC)	\$40.00 + ½ hr. labor
Regular LED A-19	\$4.00 + .25 hr. labor
T-8	\$6.00 + .25 hr.
Appliance	\$2.00 + .25 hr.
Patio light LED	\$30.00 + .25 hr.



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NEW LED ceiling / wall fixture	\$ 25.00 + .25 hr.
Fluorescent 2'	\$10.00 + .25 hr.
Fluorescent 4'	\$10.00 + .25 hr. labor
Compact fluorescent	\$5.00 + .25 hr. labor
Compact fluorescent push pin GU 24	\$7.00 +.25 hr. labor
Telephone jack	\$5.00 + .50 hr. labor
Clotheslines for backyard -RD	\$25.00 + 1 hr. labor
Curtain rods	
Small white "U" style	\$7.00 + .25 hr.
RD 420's	\$15.00 + .25 hr.
RD 380 / back quad area	\$25.00 + .25 hr.
TC door Blinds	\$22.00 + .25 hr.
Exterior outlet covers	\$13.00 + .25 hr.
Hood vent filters	\$5.00 + .25 hr. labor
<u>CLEANING:</u>	
Recology totter cleaning	\$10 each
Cleaning as required/housekeeping	# hours x \$50.00 hr lab or cleaning vendor invoice **cleaning costs vary according to bedroom size, carpet soiling (light to heavy).
Damage due to smoking within unit	materials + # hours x \$50.00
Pet damage	See invoice
Carpet replacement	Pro-rated useful life/see invoice
Interior painting	pro-rated Based on 7 years useful life/see invoice
Disposal of:	
Microwave	\$50.00 plus 1hr labor
Refrigerator	\$50.00 plus 1hr labor
Stove	\$50.00 plus 1hr labor
General debris hauling	\$70.00 plus 1hr labor per trip
Sewage line clog-resident caused	see invoice or \$40 slow drain / \$65 per (sink – toilet – main drain up to one hour then \$50 per thereafter)
Vehicle towing	see invoice
<u>PESTS:</u>	
Pests-general **	See vendor invoice
Pests-bed bugs	see vendor invoice



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**The HA maintains regular pest control, resident whose housekeeping habits cause pest infestation will be charged at the vendors cost plus 10% for pest control services per treatment to include but not limited repairs to any damage to Stove, Fridge, HAVC, Water Heater or related damage to the unit.

KEYS:

Mail box rekey / replacement	\$35.00 +.25 hr. labor
Lost keys (lost/broken)	\$10.00
Lock out (during work hours)	\$50.00
Lock out (after work)	\$ 75.00
Keys (additional each key)	\$10.00 each
Re-key each cylinder	\$40.00 each + \$10.00 per key (X4)
Passage Knob	\$10.00 + .50 hr. labor
Privacy Knob	\$12.00 + .50 labor
Passage Lever	\$ 25.00 + .50 labor

LANDSCAPING:

Mow and trim yard	# of hours x \$50.00 or vendor invoice
Clean up yard & disposal of items	# of hours x \$50.00 plus dump fee-see invoice
Packing & storage of abandoned personal items	storage fee + # hours x \$50.00

All vendor costs are subject to change by provider.

Flooring

Standard carpet and Pad Mustang	\$2.50 Sf. + \$0.75 sf. labor
Carpet removal and disposal	\$1.00 sf. + labor

VCT replacement

1 piece	\$2.00 including labor
3-5 Sq. Ft.	\$2.50 " "
6-11 Sq. Ft.	\$3.00 " "
More the 11 Sq. Ft.	\$3.50 " "

Linoleum	\$5.00 sf. including labor (standard grade)
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Unit Paint charges

Prices are based on 7-year wear

Prices below are labor only; materials must be billed out accordingly

1 bedroom 2 gallons paint

2 bedroom 3 gallons of paint

3 & 4 bedroom 5 gallons of paint

5 bedroom and up 9 gallons of paint

Paint price per gallon \$21.00

For example, purposes only 3-bedroom duplex labor \$600 plus \$105.00 in material for a **grand total of \$705.00**

Richland Public Housing

2-bedroom duplex \$500

3 Bedroom duplex \$650

4-bedroom single family home \$650

5-bedroom single family home \$650

Joann way

1-bedroom apartment \$550

Date Street

1- & 2-bedroom apartments \$550

Yolo / Heiken

2 Bedrooms single family home \$550

3-bedroom single family home \$650

1-bedroom apartments \$550

Kingwood Commons

1-bedroom apartment \$550

2-bedroom townhouse \$600

3-bedroom townhouse \$650

Percy Ave apartments

1-bedroom apartment \$550



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Town Center apartments

- 1-bedroom apartment \$500
- 2-bedroom apartment \$500
- 2-bedroom corner apartment \$550

USDA Rural Development

- 2-bedroom townhouse \$650
- 3-bedroom townhouse \$700
- 4-bedroom townhouse \$700

Migrant housing

- 2-bedroom apartment \$575
- 3-bedroom apartment \$625
- 3-bedroom duplex \$625

Butte view Estates

- 1- & 2-bedroom apartments \$550

Teesdale

- 3-bedroom apartment bid as one bedroom \$160 each

814 F street

- 4 plex bid each bedroom It is each room \$160 each

Centennial arms

- 1-bedroom apartments \$550
- 2-bedroom apartments \$525

NSP / H2F

- 900 to 1200 square feet single family home \$800
- 1201 square feet to 1500 square feet single family home \$900
- 1501 to 1800 square feet single family home \$1,000
- 1801 to 2100 square feet single family home \$1,100



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Carpet Cleaning Charges

additional charges odor control \$75

extra dirty spot stains treatment \$75

Richland Public Housing

1-bedroom Studio Ann 2-bedroom duplex \$85

3 Bedroom duplex \$95

4-bedroom single family home \$125

5-bedroom single family home \$175

Joann way

1-bedroom apartment \$95

Date Street

1- & 2-bedroom apartments \$95

Yolo / Heiken

2 Bedrooms single family home \$85

3-bedroom single family home \$125

1-bedroom apartments \$85

Kingwood Commons

1-bedroom apartment \$85

2-bedroom townhouse \$95

3-bedroom townhouse \$125

Percy Ave apartments

1-bedroom apartment \$85

Town Center apartments

1-bedroom apartment \$85

2-bedroom apartment \$95

2-bedroom corner apartment \$95

USDA Rural Development

2-bedroom townhouse \$85

3-bedroom townhouse \$95

4-bedroom townhouse \$135



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Migrant housing

2-bedroom apartment 0
3-bedroom apartment 0
3-bedroom duplex 0

Butte view Estates

1- & 2-bedroom apartments \$85

Teesdale

3-bedroom apartment bid as one bedroom \$85 each
living room and Hall additional \$125

814 F street

4 plex bid each bedroom It is each room \$85 each
living room and Hall additional \$125

Centennial arms

1-bedroom apartments \$85
2-bedroom apartments \$95

NSP / H2F

900 to 1200 square feet single family home \$225
1201 square feet to 1500 square feet single family home \$275
1501 to 1800 square feet single family home \$325
1801 to 2100 square feet single family home \$450



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Unit Cleaning Charges

additional charges

Extra dirty range \$15

extra dirty refrigerator \$20

Pre clean \$100

light wipe \$50

Richland Public Housing

1-bedroom Studio Ann 2-bedroom duplex \$165

3 Bedroom duplex \$185

4-bedroom single family home \$205

5-bedroom single family home \$225

Joann way

1-bedroom apartment \$125

Date Street

1- & 2-bedroom \$125 / \$165

Yolo / Heiken

2 Bedrooms single family home \$165

3-bedroom single family home \$185

1-bedroom apartments \$165

Kingwood Commons

1-bedroom apartment \$125

2-bedroom townhouse \$165

3-bedroom townhouse \$185

Percy Ave apartments

1-bedroom apartment \$125

Town Center apartments

1-bedroom apartment \$125

2-bedroom apartment \$165

2-bedroom corner apartment \$165

USDA Rural Development

2-bedroom townhouse \$165

3-bedroom townhouse \$185

4-bedroom townhouse \$205



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Migrant housing

2-bedroom apartment \$165

3-bedroom apartment \$205

3-bedroom duplex \$185

Butte view Estates

1- & 2-bedroom apartments \$165

Teesdale

3-bedroom apartment bid as one bedroom \$80 each
common area and Hall bath additional \$190

814 F street

4 plex bid each bedroom It is each room \$80 each
common area and Hall bath additional \$150

Centennial arms

1-bedroom apartments \$100

2-bedroom apartments \$165

NSP / H2F

900 to 1200 square feet single family home \$190

1201 square feet to 1500 square feet single family home \$185

1501 to 1800 square feet single family home \$205

1801 to 2100 square feet single family home \$225

I have received a copy of the fee schedule

Name Date

Name Date

Name Date

LEASE ADDENDUM
Multifamily Housing Program (MHP)

This Lease Addendum is intended to amend the Lease/Rental Agreement dated _____, between _____ and Regional Housing Authority for the lease of No. _____ of Richland Housing located at 1455 Butte House Road, California 95993

As a condition of financial assistance provided under the Multifamily Housing Program, the owner of the Development has entered into a Regulatory Agreement (the MHP Regulatory Agreement) with the California Department of Housing and Community Development (the Department). The Leased Premises deemed to be an Assisted Unit as the term is defined in the MHP Regulatory Agreement.

The terms of this addendum take precedence over every other provision in the lease itself and over any other lease addendum or attachment.

(1) "Good cause" as defined by MHP Regulations shall be required for termination of tenancy. Pursuant to **MHP Regulations** Section 7311(b): One or more of the following constitutes "good cause":

- (A) failure by the tenant to maintain eligibility under the Program;
- (B) material noncompliance by the tenant with the lease, including one or more substantial violations of the lease or habitual minor violations of the lease which:
 - (i) adversely affect the health and safety of any person or the right of any tenant to the quiet enjoyment of the leased premises and related Project facilities;
 - (ii) substantially interfere with the management, maintenance, or operation of the Rental Housing Development; or
 - (iii) result from the failure or refusal to pay, in a timely fashion, Rent or other permitted charges when due. Failure or refusal to pay in a timely fashion is a minor violation if payment is made during the 3-day notice period;
- (C) material failure by the tenant to carry out obligations under state or local law;
- (D) subletting by the tenant of all or any portion of the Assisted Unit;
- (E) any other action or conduct of the tenant constituting significant problems which can be reasonably resolved only by eviction of the tenant, provided that the Sponsor has previously notified the tenant that the conduct or action in question would be considered cause for eviction. Examples of action or conduct in this category include the refusal of a tenant, after written notice, to accept reasonable rules or any reasonable changes in the lease or the refusal to recertify income or household size; or
- (F) for Transitional Housing, the end of the maximum term prescribed for tenant occupancy by the Program operated in a particular Transitional Housing development.

(2) Any notice provided to the tenant pursuant to state law shall state the facts constituting the grounds for any eviction. See *MHP Regulations Section 7311(b)*.

(3) The tenant is hereby notified of the availability of grievance procedures for hearing tenant complaints and for appeal of management action; such procedures are provided within the lease, or attached hereto, or available upon request from the management company. See *MHP Regulations Section 7311(b)*.

(4) Each tenant household is annually required to recertify household income and size. See *MHP Regulations Section 7311(b)*.

(5) Initial term of tenancy for all MHP-regulated units and all tax credit units shall be a minimum of at least six months, except that units for single room occupancy or transitional housing shall have a minimum initial term of at least one month. Subsequent lease renewals for all types of tenancy shall be for a minimum term of at least one month. See *CA TCAC Compliance Reference Manual, Section III, Part 350, Paragraph D*.

(6) Rents shall be raised or lowered no more than once annually, and such adjustment shall be calculated using CA Tax Credit Allocation Committee (TCAC) procedures. See *CA TCAC Compliance Reference Manual, MHP Regulations Section 7312(c)*.

(7) For units receiving HUD Section 8 or other similar rental assistance, the rules of such program regarding rent increases shall prevail, even if such changes are more than once. See *MHP Regulations Section 7312(c)*.

(8) Any provisions in this lease in violation of State law, the MHP Regulations, the MHP Regulatory Agreement, or Federal law, are void.

Dated: _____

Property Management Company

By: _____

Manager

Tenant: _____

Tenant: _____

Tenant: _____

Tenant: _____



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SMOKE DETECTOR ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement dated _____ between the Regional Housing Authority (RHASNC) and _____ (Resident) for the premises located at _____ Unit _____, _____, CA _____.

1. The premises is equipped with a smoke detection device(s).
2. Resident acknowledges the smoke device(s) will be tested and its operation explained by RHASNC in the presence of Resident at the time of initial occupancy.
3. Resident shall perform the manufacturer's recommended test at least once a week to determine if the carbon monoxide detector(s) is/are operating properly.
4. Resident May not disable, disconnect or remove the detector.
5. If battery operated, Resident understands that it shall be Resident's responsibility to:
 - a. ensure that the battery is in operating condition at all times;
 - b. replace the battery as needed (unless otherwise provided by law); and
 - c. If, after replacing the battery, the smoke detector(s) do not work, inform RHASNC immediately.
6. Resident must inform RHASNC immediately in writing of any defect, malfunction or failure of any detector and contact the work order line at (530) 671-0220.
7. In accordance with California law, Resident shall allow RHASNC access to the premises for that purpose.

The undersigned Resident(s) acknowledge having read and understood the foregoing.

Date Resident

Date Resident

Date Resident

Date Resident



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CARBON MONOXIDE DETECTOR ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement dated _____ between the Regional Housing Authority (RHASNC) and _____ (Resident) for the premises located at _____, Unit _____, _____, CA _____.

1. The premises is equipped with a carbon monoxide detection device(s).
2. Resident acknowledges the carbon monoxide device(s) will be tested and its operation explained by RHASNC in the presence of Resident at the time of initial occupancy.
3. Resident shall perform the manufacturer's recommended test at least once a week to determine if the carbon monoxide detector(s) is/are operating properly.
4. Resident May not disable, disconnect or remove the detector.
5. If battery operated, Resident understands that it shall be Resident's responsibility to:
 - a. ensure that the battery is in operating condition at all times;
 - b. replace the battery as needed (unless otherwise provided by law); and
 - c. If, after replacing the battery, the carbon monoxide detector(s) do not work, inform RHASNC immediately.
6. Resident must inform RHASNC immediately in writing of any defect, malfunction or failure of any detector and contact the work order line at (530) 671-0220.
7. In accordance with California law, Resident shall allow RHASNC access to the premises for that purpose.

The undersigned Resident(s) acknowledge having read and understood the foregoing.

Date Resident

Date Resident

Date Resident

Date Resident



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BEDBUG ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated _____ between RHASNC and _____ "Resident" for the premises located at _____, _____, **CA 95** Unit _____.

It is our goal to maintain the highest quality living environment for our Residents. RHASNC has inspected the unit prior to lease and knows of no bedbug infestation. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping will help control the problem by identifying bed bugs, minimizing an infestation and limiting its spread.

Resident represents that all furnishings and other property that will be moved into the unit are free of bedbugs.

Resident agrees to maintain the premises in a manner that prevents the occurrence of a bedbug infestation in the premises.

Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities.

1. Resident shall practice good housekeeping, including the following:

- Resident shall **remove clutter**. Bed bugs like dark concealed places, such as in and around piles of clothing, shoes, stuffed animals, laundry, especially under the bed and in closets. Reducing clutter also makes it easier to carry out housekeeping.
- Resident shall **keep the unit clean**. Vacuum and dust regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboard, and in and around nightstand. While cleaning, look for signs of bed bugs, and report these immediately.
- Residents shall **avoid using secondhand furnishings that have not been thoroughly inspected for the presence of bedbugs**, especially bed frames, mattresses and box springs. If rental furnishings are used make sure that the furniture rental company has established procedures for inspection and identification of bed bugs and other pests. This process should include inspection of rental furniture inventory and trucks used to transport rental furniture. It should also include a pre-delivery and pre-pickup inspection by the furniture rental company of the premises to which the rental furniture is being delivered. Never accept an item that shows signs of bedbugs. Never take discarded items from the curbside.
- Resident shall **arrange furniture to minimize bed bug hiding places**. If possible, keep beds and upholstered furniture several inches away from the walls. Bed bugs can jump as far as 3 inches.
- Resident shall **check for hitch-hiking bedbugs**. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs before you enter your apartment. Check backpacks, shoes, and clothing after visits to friends, theaters, or after using public transportation. After guests visit, inspect beds, bedding and upholstered furniture.

2. Resident shall report any problems immediately. Specifically, Resident shall:



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RENTERS INSURANCE ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement dated _____ between the Regional Housing Authority (RHASNC) and _____ (Resident) for the premises located at _____ Unit _____, _____, CA _____.

Resident is encouraged to obtain renters insurance.

Insurance Facts for Residents

1. Generally, except under special circumstances, RHASNC is NOT legally responsible for loss to the resident's personal property, possessions or personal liability, and RHASNC's insurance WILL NOT cover such losses or damages.
2. If damages or injury to RHASNC's property is caused by resident, resident's guest(s) or child(ren), RHASNC's insurance company May have the right to attempt to recover from the resident(s) payments made under RHASNC's policy.
3. Following is a non-inclusive list of examples of possible costly misfortunes that, except for special circumstances, you could be held legally responsible for:
 - a. Your babysitter injures herself in your unit.
 - b. Your defective electrical extension cord starts a fire which causes damage to the building and your personal property and or the personal property of others.
 - c. A friend is injured while helping you move some furniture.
 - d. A burglar breaks your front door lock and steals your valuables or personal property.
4. If you desire to protect yourself and your property against loss, damage, or liability, RHASNC strongly recommends you consult with your insurance agent and obtain the appropriate coverage for fire, theft, liability, workers' compensation and other perils.

Date Resident

Date Resident

Date Resident



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AUTHORIZATION FOR THE TRANSFER OF PERSONAL PROPERTY FROM APARTMENT UPON DEATH OR INCAPACITATION; WAIVER AND RELEASE OF LIABILITY

Resident Name: _____

Resident Address: _____, Yuba City, CA 95991

I understand that upon my death or if I become legally incapacitated while a resident at _____, that it is the Landlord's policy to require Power of Attorney Papers, Guardian Papers, and/or Probate Papers identifying my Personal Representative as the only person authorized to enter and remove personal property located in my apartment.

I have reviewed this policy with my family, heirs, and/or attorney and have decided that for the sole purpose of removing the contents of my apartment upon my death or incapacitation, my Landlord will allow the Appointee listed below access to my apartment to remove all the personal property without the necessity of any court order.

Name of Appointee: _____

Address of Appointee: _____

Telephone Number of Appointee: _____

I waive and release my Landlord, its owners, management agents, employees, or Landlord attorney [hereinafter collectively referred to as Landlord] from any and all claims that could be brought as a result of this transfer and I bind my estate through this waiver and release and order my estate to hold Landlord harmless for complying with my wishes. My intent is that my Personal Representative or Estate deal directly with the Appointee named above with regards to the disposition of the personal property. By transferring the personal property to the Appointee, neither my estate nor any heir has or is to have any claim resulting from the transfer against the Landlord. I direct the Appointee to accomplish this task within 30-days of my death, or give 30 days written vacate notice to my Landlord upon my incapacitation, and to pay the Landlord any rent due as of the date the keys are returned.

I understand that this Authorization May be revoked or changed during my residency and that until written notice of said change is received and acknowledge by the Landlord, this Authorization shall remain in full force and effect and any person acting pursuant to this release are hereby absolved and held harmless from any liability while acting in the absence of a court order.

I have been advised that I May seek the advice and guidance of legal counsel before signing this legal document that will be binding on my family, heirs, Personal Representative, and/or estate. I am further advised that Legal Aid May be available to review the document in the event I am unable to afford an attorney. Knowing this, I have voluntarily elected to execute this document on _____.

Resident Signature: _____



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TENANT OWNED APPLIANCE AGREEMENT

It is the sole responsibility of the resident to incur all costs associated when purchasing and placing their own appliance(s) within the unit.

To have a tenant owned refrigerator, freezer or any other appliance in the unit, the tenant agrees to the following:

1. Must obtain permission prior to the installation of any said appliance.
2. Must keep up with any repairs needed to ensure it meets any and all inspection standards (all brackets and shelving must be present, all seals must be free of cracks, handles must be installed, etc.).
3. No waterlines will be permitted to be connected to icemaker or water to any additional appliance.
4. It is the resident's responsibility to pay for any related damage to the unit.
5. No modifications to unit will be allowed.

Any damages associated with improper installation or removal will be solely at the cost of the resident and will be charged accordingly.

Type of appliance(s): _____

Condition of appliance(s): _____

Location of appliance(s): _____

Work order # _____ Address _____

Resident _____

Print Name

Signature

Date

RHA Staff _____

Print Name

Signature

Date

RHA MAINTENANCE STAFF

Approved

Denied

ADDITIONAL NOTES: _____

Tom Goodwin

Operations Manager, Regional Housing Authority

Office (530) 671-0220 Ext. 214, Cell (530) 682-6880, Fax (530) 674-8596,

Email: t.goodwin@regionalha.org



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SMOKEFREE LEASE ADDENDUM

Date:

Tenant's Names:

Tenant Address:

Tenant and all members of Tenant's family or household are parties to a written Lease with the Regional Housing Authority (PHA). The following additional terms, conditions, and rules are hereby incorporated into the Lease. A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Property Rules and the Lease.

1. Purpose and application of Smokefree Policy. The PHA prohibits the use of prohibited tobacco products in all residential units and interior areas (including but not limited to hallways, rental and administrative offices, community centers, day care centers, laundry centers, and similar structures), as well as in outdoor areas within 25 feet from residential units and administrative office buildings [24 CFR 965.651; 24 CFR 965.653].

2. Definitions. The term *smoking* means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or any form. "Smoking" also includes the use of any electronic smoking device which creates in aerosol or vapor, in any manner or form.

"Electronic Smoking Device" means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactures, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.

3. Smokefree Buildings and Grounds. All residential buildings, and administrative offices shall be smokefree. Smoking is prohibited in all living areas, including any associated balconies, decks, or patios, and in the common areas of the buildings, including but not limited to, community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices and elevators.

Smoking is prohibited anywhere on the grounds adjoining residential buildings and office buildings, including entryways, patios and yards, as well as any outdoor areas within 25 feet from public housing and administrative office buildings.

4. Tenant is to Promote Smokefree Policy and to Alert Landlord of Violations. Tenant shall inform Tenant's guest(s) of the smoke free policy. Further, Tenant shall promptly give the Regional Housing Authority a written statement of any incident where smoking is witnessed.

5. Landlord is to Promote Smokefree Policy. Regional Housing Authority shall post no-smoking signs at entrances and exits, common areas, and hallways and in conspicuous places on the grounds.

6. Lease Violation. Residents are responsible for the actions of their household, their guests and visitors. Failure to comply with any of the conditions of the Non-Smoking Policy constitutes a lease violation which will result in a warning letter, with

further violations leading to eviction. A tenant who violates this policy shall also be liable to the PHA for the costs of repair to the tenant's unit due to the damage from the smoke odors or residue (example: flooring, walls, ceilings, cabinets, etc).

7. Regional Housing Authority is not a guarantor of smokefree environment. The PHA's adoption of this smokefree policy does not make the PHA or any of its officers, employees, or agents, the guarantor of the health of any tenant or of the smokefree conditions of the portions of its properties in which smoking is prohibited under the policy. The PHA will take reasonable steps to enforce the Non-Smoking Policy. The PHA is not required to take steps in response to smoking in violation of this policy unless the PHA either has actual knowledge of the smoking and the identity of the responsible tenant or has been given written notice of the smoking.

8. PHA Disclaimer. The PHA disclaims any implied or express warranties that the Property will have any higher or improved air quality standards than any other rental property. The PHA cannot and does not warranty or promise the the property will be free from secondhand smoke. The tenant acknowledges that the PHA's ability to police, monitor, or enforce this policy is dependent in significant part on voluntary compliance by Tenants and Tenant's guests.

TENANT SIGNATURE

DATE

TENANT SIGNATURE

DATE

TENANT SIGNATURE

DATE

TENANT SIGNATURE

DATE

REGIONAL HOUSING AUTHORITY STAFF SIGNATURE

DATE

"This institution is an equal opportunity provider and employer."

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form, you may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov





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09/23/21

Dear Richland Rural Development (RD) Residents:

We are pleased to announce the completion of our solar panel project connected to all RD units.

All 190 residential units will purchase power direct from the Regional Housing Authority (RHA). The solar panels will provide an offset to your **ELECTRIC** utility bill, and RHA will bill back the residents at a below market rate, as compared to standard PG&E residential electric rates.

It means that residents will be purchasing a clean source of energy that is better for the environment in which we all live, while helping provide funds for more upgrades and improvements to resident units.

Sincerely,

Regional Housing Authority

I understand that I am responsible for the solar charges that will be billed to me from RHA.

Head of Household Signature

Date

Home Address

() _____
Phone Number

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If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form, you may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov





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Estimados residentes del Desarrollo Rural (RD):

Nos complace anunciar la terminación de nuestro proyecto de panel solar conectado a todas las unidades del RD.

Todas las 190 unidades residenciales compran electricidad directamente a la Autoridad de Viviendas Regional (RHA). Los paneles solares proporcionarán una compensación a su cuenta de la utilidad **ELECTICA**, y RHA pasara la factura devuelta a los residentes a una tarifa por debajo del mercado, en comparación con tarifas estándares eléctricas residenciales de PG&E.

Esto significa que los residentes van a comprar una fuente de energía limpia que es mejor para el ambiente en el que todos vivimos, mientras ayudamos a proveer fondos para más actualizaciones y mejoras a las unidades residentes.

Sinceramente,

Regional Housing Authority

Entiendo que soy responsable de los cargos solares que se me cobraran a mí por parte del RHA.

Firma de cabeza de familia

Fecha

Domicilio de hogar

() _____
Numero de teléfono

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BED BUG PREVENTION AND ELIMINATION POLICY

The Regional Housing Authority (RHA) recognizes the potential problems that can arise out of bedbug infestations. This policy outlines the responsibilities of RHA as well as the rights and responsibilities of the tenants in dealing with bedbug education and elimination procedures. Accordingly, RHA adopts this policy in an effort to minimize bedbug infestations.

Bedbug infestations can be a serious problem. Multifamily, single unit houses, and/or Public Housing properties are not immune to bedbug infestations. This policy addresses the importance of partnership between RHA and tenant.

Prevention and elimination of bedbugs can only be accomplished through RHA and tenant cooperation. RHA expects tenant cooperation in the process of education, inspection, detection, and elimination of bedbugs. In turn, the tenant may expect fairness in PHAs enforcement of these guidelines.

The following are procedures for the prevention of bedbugs:

- Raising awareness through education on prevention of bedbugs;
- Inspecting infested areas, plus surrounding living spaces;
- Checking for bedbugs in luggage and clothes when returning home from a trip;
- Looking for bedbugs or signs of infestation on secondhand items before bringing the items home;
- Correctly identifying the pest;
- Keeping records – including dates and locations where pests are found;
- Cleaning all items within a bedbug infested living area;
- Reducing clutter where bedbugs can hide;
- Eliminating bedbug habitats;
- Physically removing bedbugs through cleaning;
- Using pesticides carefully according to the label directions; and,
- Following up on inspections and possible treatments.
- Provide orientation for new tenants and staff, and post signs and handouts regarding bedbug prevention.

RHA RESPONSIBILITIES

- RHA shall provide training to appropriate staff regarding the identification, prevention, and eradication of bedbugs.
- RHA Shall make efforts to educate new and existing tenants on methods that may be utilized in order to prevent and detect bedbugs.
- RHA shall keep written records of reports and incidents of bedbug infestation. Said records shall identify the dates, times, and places of such reports or incidents.
-

RESIDENT RESPONSIBILITIES

- Tenants will be required to immediately report to RHA the suspicion of possible bedbugs in a housing unit or other areas of the property. Tenants are the first line of defense against bedbug infestations and are encouraged to create living environments that deter bedbugs. Units may be inspected for unreasonable amounts of clutter that create hiding places for bedbugs. Further, any willful failure on the part of the resident to report a bedbug infestation may result in adverse action taken against the tenant, up to and including eviction.



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- Since clutter is a friend of bedbugs, residents will keep clutter in their homes to an absolute minimum.
- Tenants are expected to cooperate with the treatment efforts by allowing for heat treatment of clothing and furniture and refraining from placement of infested furniture or other items in common areas such as hallways. Tenant cooperation is shown to expedite the control of bedbugs and to prevent spreading of infestations.

Tenants should be advised of the following:

- RHA may not deny tenancy to a potential resident on the basis of the tenant having experienced a prior bedbug infestation, nor may an owner give residential preference to any tenant based on a response to a question regarding prior exposure to bedbugs.
- A tenant reporting bedbugs may expect expeditious response and attention by RHA, but should be advised that inspection and, if necessary, treatment of bedbugs may take time to schedule. The inspections should occur within three calendar days of the tenant report when possible.
- Following a report of bedbugs, RHA or a qualified third party trained in bedbug detection should inspect the dwelling unit to determine if bed bugs are present. It is critical that inspections be conducted by trained staff or third-party professionals. RHA may enter the unit to perform these activities, in accordance with the lease.
- If bedbug infestation is found in the unit, the tenant may expect treatment to begin within five days of the inspection, though depending on the form of treatment, this may not be possible. Tenants should be advised that treatment may take several weeks.
- The tenant is required to pay for and follow the instructions provided by the professional exterminator for proper treatment of all personal items including pets.
- The tenant will be expected to contribute to the cost of the professional exterminator.
- The tenant will not be reimbursed the cost of any additional expense to the household, such as purchase of new furniture, clothing or cleaning services.
- RHA retains the right to terminate resident's tenancy and require residents to vacate the rental unit in the event that the:
 1. Resident's action or inaction prevents treatment of an infestation;
 2. Resident fails to comply with the requirements of this policy.

If RHA terminates the tenancy according to this policy and tenant vacates within seven (7) days of such notice of termination, the tenant shall be released from any future financial obligations pursuant to the Lease, unless the infestation is caused or worsened as a result of the tenant's actions or inactions, or as a result of tenant preventing or hindering treatment.

By signing below, Resident (s) acknowledge receipt of Regional Housing Authority Bed Bug Prevention and Elimination Policy.

Date Resident

Date Resident

Date Resident

For more information about bedbug identification and infestation, visit:
<http://www.cdph.ca.gov/HealthInfo/discond/Documents/bedbugsbite.pdf>

DISEASE?

"A common concern with bed bugs is whether they transmit diseases. Transmission to humans is considered highly unlikely. For this reason, they are not considered [by medical professionals as] a serious disease threat. Their medical significance is mainly limited to the itching and inflammation from their bites, [similar to a mosquito or flea bite]. The usual treatment prescribed is topical application of antiseptic or antibiotic creams or lotions to prevent infection." (Potter 2004)

PRECAUTIONS

When traveling? Take time to check mattresses, box springs, and especially luggage racks. Upon returning wash everything before you put it back into your dresser drawers or closets.

That old piece of furniture on the side of the road? Don't even think about it. Furniture may have been discarded because it harbors bed bugs. By picking it up and bringing it into your residence you could be inadvertently contributing to the problem. Best to leave it where you found it.



What Should You Do If You Get Bed Bugs?

Don't Panic.

Contact your property manager or landlord. Do not use over-the-counter pesticides. Generally, landlords are legally required to contract with a licensed pest control operator.

Reduce clutter to limit hiding places for bed bugs.

Thoroughly clean the infested rooms as well as others in the residence.

Wash all sheets and clothing in warm-hot water; dry clean those items that cannot be washed in a regular machine.

Mattresses and box springs can be permanently encased within special mattress bags. Any bugs trapped within these sealed bags will eventually die.

Pull the bed frame away from the wall; tuck sheets and blankets so they won't contact the floor to prevent bed bugs from crawling onto a bed.

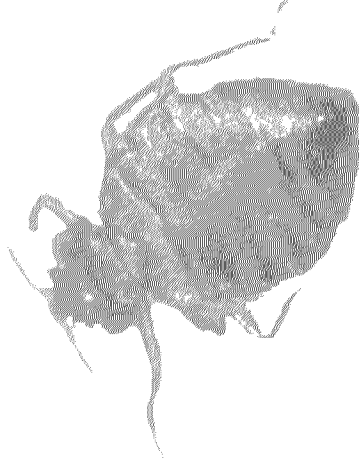
Frequently asked questions?

Should I move? No. The bugs will likely travel with you. Pest Control experts agree that the best way to combat the Bed Bug is to follow the above steps, repeating them until the situation is resolved. They are a nuisance, but one that can be eliminated if the proper steps are taken.

I'm a clean person, how did this happen? Bed Bugs are not picky when it comes to people. They do not discriminate. Anyone can get them, regardless of his/her personal hygiene habits.

All of the information in this pamphlet is taken from the Harvard School of Public Health and The University of Kentucky Department of Entomology. For more information please visit www.hsph.harvard.edu/bedbugs/ or www.uky.edu/Agriculture/Entomology/entfacts/struct/ef636.htm.

Bed Bugs: They Can Happen to Anyone



History:

Bed Bugs, or *Cimex lectularius*, have been with us since the beginning of time. Ancient cultures dealt with them and many modern cultures live with them. They are often referred to as "the bug that nobody knows" because of their cryptic nighttime feeding habits. They have been found on buses, ships, in movie theaters, apartments, residence halls, and high-end hotels.

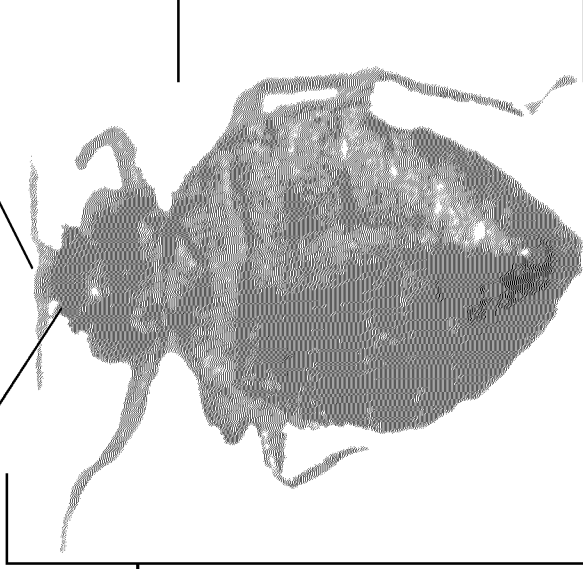
The United States lived with them through the first half of the 20th Century. In the 1950s it was found that high concentrations of a chemical known as dichlorodiphenyltrichloroethane (commonly referred to as DDT), could be used to treat the bug. Ultimately, the bug was virtually eradicated except for a few minor cases.

In the past five years, the United States has seen a resurgence of bed bugs. Scientists are attaching the recurrence of the bug to increased international travel. Also, "changes in modern pest control practice - and less effective bed bug pesticides - are other factors suspected for the recurrence." (Potter 2004)

Bed Bug Identification

Bites are reddish, inflamed bumps, without pustules; itch and look similar to mosquito bites

They are nocturnal and are rarely active during the day.



1/4 Inch Long

Diamond-Shaped Back



They have a tendency to cluster/aggregate in and along mattress seams and box springs, amongst folds in sheets, and in any holes within a bed frame or near a bed (wall crevices, base boards, within carpet near the wall).

NOTE: If you have problems identifying the bug: Specimens suspected of being bed bugs should be collected into small break-resistant containers (such as a plastic pill bottle or a zipper-lock plastic bag). They may also be secured to a sheet of white paper using clear packaging tape. These containers should be packaged carefully to prevent damage/crushing of the sample, and be sent or shown to a knowledgeable expert for positive identification. We provide a form that may be downloaded and printed for this purpose: www.hsph.harvard.edu/bedbugs/specimen.pdf

Fecal matter appears as black/rust colored spots on sheets and mattresses



REGIONAL HOUSING AUTHORITY

Serving the Cities of Live Oak, Yuba City and Colusa • Counties of Sutter, Nevada, Colusa and Yuba

1455 Butte House Road • Yuba City, CA 95993

Phone: (530) 671-0220 • Toll Free: (888) 671-0220 • TTY: (866) 735-2929 • Fax: (530) 673-0775

www.RegionalHA.org

BEDBUG ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated _____ between **RHA** and "Resident" for the premises located at _____, **Yuba City, CA 95991 Unit #79**

It is our goal to maintain the highest quality living environment for our Residents. RHA has inspected the unit prior to lease and knows of no bedbug infestation. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping will help control the problem by identifying bed bugs, minimizing an infestation and limiting its spread.

Information about Bed Bugs:

- **Bed bug Appearance**
 - Bed bugs have six (6) legs
 - Adult bed bugs have flat bodies about ¼ of an inch in length. Their color can vary from red and brown to copper.
 - Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color.
 - When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect.
 - Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals.
- **Life Cycle and Reproduction:**
 - An average bed bug lives for 10 months. Female bed bugs lay one (1) to five (5) eggs per day. Bed bugs grow to full adulthood in about 21 days.
 - Bed bugs can survive for months without feeding.
- **Bed Bug Bites:**
 - Bed bugs feed at night; therefore, most people are bitten in their sleep and do not realize they were bitten.
 - A person's reaction to insect bites is an immune response and so it varies from person to person.
 - Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
- **Common signs and symptoms of possible bed bug infestation:**
 - Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls
 - Molted bed bug skins, white, sticky eggs, or empty eggshells
 - Very heavily infested areas may have a characteristically sweet odor
 - Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping.

Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.

Resident represents that all furnishings and other property that will be moved into the unit are free of bedbugs.

Resident agrees to maintain the premises in a manner that prevents the occurrence of a bedbug infestation in the premises.

Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities.

- Resident shall practice good housekeeping, including the following:



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- Resident shall **remove clutter**. Bed bugs like dark concealed places, such as in and around piles of clothing, shoes, stuffed animals, laundry, especially under the bed and in closets. Reducing clutter also makes it easier to carry out housekeeping.
- Resident shall **keep the unit clean**. Vacuum and dust regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboard, and in and around nightstand. While cleaning, look for signs of bed bugs, and report these immediately.
- Residents shall **avoid using secondhand furnishings that have not been thoroughly inspected for the presence of bedbugs**, especially bed frames, mattresses and box springs. If rental furnishings are used make sure that the furniture rental company has established procedures for inspection and identification of bed bugs and other pests. This process should include inspection of rental furniture inventory and trucks used to transport rental furniture. It should also include a pre-delivery and pre-pickup inspection by the furniture rental company of the premises to which the rental furniture is being delivered. Never accept an item that shows signs of bedbugs. Never take discarded items from the curbside.
- Resident shall **arrange furniture to minimize bed bug hiding places**. If possible, keep beds and upholstered furniture several inches away from the walls. Bed bugs can jump as far as 3 inches.
- Resident shall **check for hitch-hiking bedbugs**. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs before you enter your apartment. Check backpacks, shoes, and clothing after visits to friends, theaters, or after using public transportation. After guests visit, inspect beds, bedding and upholstered furniture.
- Resident shall report any problems immediately. Specifically, Resident shall:
 - **Report any signs of bed bugs immediately**. Do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
 - **Report any maintenance needs immediately**. Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.
- Resident shall cooperate with pest control efforts.
If your unit (or a neighbor's unit) is infested with bedbugs, a pest management professional may be called in to apply pesticides. The treatment is more likely to be effective if your unit is properly prepared. Resident shall comply with the recommendations from the pest management professional. Tenants shall cooperate with the inspection process to facilitate the detection and treatment of bed bugs, including providing requested information that is necessary to facilitate the detection and treatment of bed bugs to the pest control operator or RHA staff.
- RHA will notify tenants of those units inspected by the pest control operator of the pest control findings. The notification will be in writing and made within two (2) business days of receipt of the pest control findings. For confirmed infestation in common areas, all tenants shall be provided notice of the pest control operator's findings.
- Resident agrees to indemnify and hold harmless RHA from any actions, claims, losses, damages, and expenses including, but not limited to, attorneys' fees that RHA may sustain or incur as result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.

The undersigned Resident(s) acknowledge having read and understood the foregoing:

Date

Resident

Date

Resident

For more information about bedbug identification and infestation, visit:
<http://www.cdph.ca.gov/HealthInfo/discond/Documents/bedbugsbite.pdf>

Give your Child A Head Start
Ofrezca a su Niño(a) un Inicio Hacia Adelante

We know how precious your children are to you and how difficult it is to leave them in the care of others while you work. That is why our Infant-Preschool Centers and Family Child Care Homes offer your little ones the best possible environment and preparation for a successful entrance into Kindergarten and elementary school.

A head start for a better future.

Sabemos que tan apreciados son sus niños para usted y que tan difícil es dejarlos al cuidado de otros mientras usted trabaja. Es por eso que nuestros Centros Infantes-Pre Escolares y Guarderías de Cuidado en el Hogar ofrecen a sus pequeños el mejor ambiente posible y preparación para un ingreso más exitoso al Kinder y escuela elementaría.

Un inicio hacia adelante para un futuro mejor.



Centers/ Centros

Arbuckle Center
6742 Grimes/Arb Rd
Arbuckle, CA 95912
(530) 476-2847

Feather Down Center
1266 Stabler Lane
Yuba City, CA 95991
(530) 645-5164

Gridley- (Gridley Farm Labor Housing)
1567 Booth Drive
Gridley, CA 95948
(530) 846-0157

Kelseyville Center
5081 A Konoccti Rd
Kelseyville, CA 95451
(707) 279-1022

Live Oak-Apricot Center I
2659 Apricot Street
Live Oak, CA 95953
(530) 695-8098

Live Oak-Maple Park Center II
2340 Guim St
Live Oak CA 95953
(530) 695-9164

Richfield Center
6275 Olive Road
Corning, CA 96021
(530) 824-1462

Orland Center
221 Yolo St
Orland, CA 95963
(530) 865-4018

Williams Center
697 G St
Williams, CA 95987
(530) 473-3820

Western Center
200 Western Ave
Yuba City, CA 95991
(530) 671-7047

Woodland Center
39839 Road 17A
Woodland, CA 95695
(530) 666-6452

Head Start Administrative Office

860 Plaza Way
Yuba City, CA 95991

For more information, call toll free at:
Para mas información llame gratuitamente a:
1(866) 417-4255
www.ecenter.org

**MIGRANT & SEASONAL
AND MIGRANT EARLY
HEAD START PROGRAMS**



“La Escuelita”
(The Little School)

**Infant-Preschool Centers &
Family Child Care Homes**
*Centros Infantes-Pre Escolares y
Guarderías de Cuidado en el Hogar*



Free of Cost to eligible families who are engaged in agricultural labor.

Sin Costo para familias elegible que están envueltas en trabajo de agricultura.

e center
building healthy communities
EDUCATION EMPLOYMENT ENVIRONMENT



Giving your child a Head Start

Ofreciéndole a su Niño(a) un inicio hacia adelante

Enroll your child in one of our Family Child Care Homes or in our infant, toddler or preschool center-based classes today!

Inscriba su niño(a) en una de nuestras Guarderías de Cuidado en el Hogar o en nuestros centros de clases infantil, niños pequeños o preschool ahora!

- ◆ Our services are **at no cost** to eligible families who work in agricultural (planting and harvesting of tree and field crops) labor, produce canning or packing plants, forestry, dairy, fishery and bees, and who have changed their residence in the last 24 months. / *Nuestros servicios son **sin costo** para las familias elegibles que trabajan en agricultura (plantación y cosecha de árboles y cultivo de campo), canería o empacadora de plantas, forestación, lechería, pesca y abejas.*
- ◆ Care is provided for children 4 weeks old to 5 years old. / *El cuidado se da a los niños de 4 semanas a 5 años de edad.*
- ◆ The centers and Family Child Care Homes are open 12 hours a day, 5 days a week from April to November. / *Los centros y las Guarderías de Cuidado en el Hogar están abiertos 12 horas al día, 5 días a la semana de Abril a Noviembre.*
- ◆ 10% of the program slots are allocated to serve children with special needs. / *El 10% de los lugares del programa son asignados a niños con necesidades especiales.*
- ◆ Centers are in service from April through November/ *Centros están en servicio de Abril a Noviembre*
- ◆ Public transportation information is available upon request/ *Información de transporte pública esta disponible sobre petición*
- ◆ Children with Special Needs, families receiving TANF/Cal-Works/SSI and Foster/Homeless children and families are encouraged to apply! / *Niños con necesidades especiales, familias que reciben TANF/Cal-Works/SSI y niños en adopción temporal, niños y familias sin hogar se les anima a aplicar!*

Services are provided without regard to gender, race, color, creed, religion, age, or disability. The program doesn't engage in religious instruction or worship. This institution is an equal opportunity provider— FNS Instruction 113-1, pg 15(IX)(d)(2). / *Los servicios son ofrecidos sin considerar genero, raza, color, creencias, religión, edad, o discapacidades. El programa no se envuelve en instrucción religiosa o reverencias. Esta institución es un proveedor de oportunidad igualitaria— FNS Instrucción 113-1, pg 15(IX)(d)(2).*

Visit our website for more information:

Visite nuestro sitio web para mas información:

www.ecenter.org

For more information, call toll free at:

Para mas información llame gratuitamente a:

1-866-417-4255



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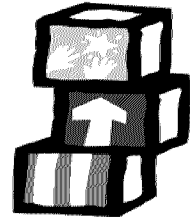
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MIGRANT & SEASONAL HEAD START AND MIGRANT EARLY HEAD START

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◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆

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Visit our website
Visite nuestro sitio web
www.ecenter.org

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- ◆ Services are at **No Cost** to eligible families who work in agricultural labor, produce canning or packing plants, forestry, dairy, fishery and bees. / **Servicios son sin costo para las familias elegibles que tienen trabajo de agricultura, canería o empacadora de plantas, forestación, lechería, pesca y abejas.**
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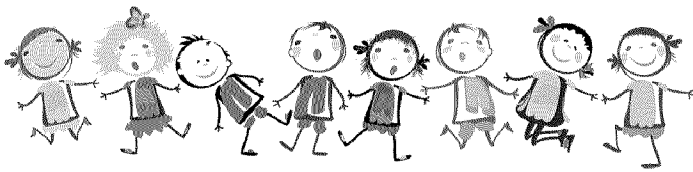
Now enrolling!
Inscríbese ahora!

- ◆ Children with Special Needs, families receiving TANF/Cal-Works/SSI and Foster/Homeless children and families are encouraged to apply! *Niños con necesidades especiales, familias que reciben TANF/Cal-Works/SSI y niños en adopción temporal, niños y familias sin hogar se les anima a aplicar!*

This institution is an equal opportunity provider.
Esta institución es un proveedor de oportunidad igualitaria.

For more information, call toll free at:
Para mas información llame gratuitamente a:

1-866-417-4255



Learning begins at birth!

All services are **FREE!!!!**

This institution is an equal opportunity provider.

Now enrolling!
Pregnant Women and children
0 - 2 years old



Services offered in
Yuba, Sutter & Butte
Counties



We offer:

- * Safe quality early education
- * Qualified Infant/Toddler Educators
- * One on one support
- * Pre-natal information
- * Resources for children with disabilities



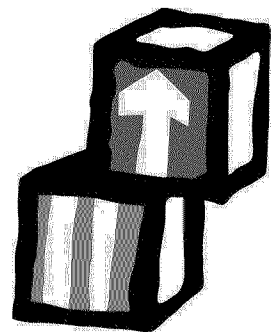
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Call today! 1-866-417-4255

Visit our website for more information: www.ecenter.org

Children with special needs, families receiving TANF/ Cal-Works/ SSI and Foster/Homeless children and families are encouraged to apply.



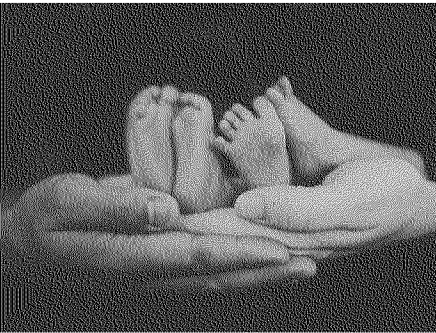


El aprendizaje comienza al nacer!

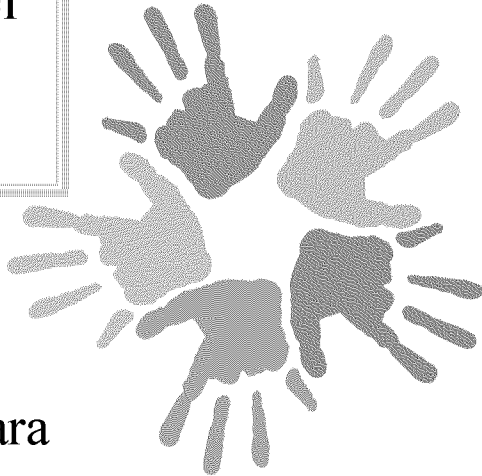
Todos los servicios son **GRATIS!!!**

Esta institución es un proveedor de oportunidad igualitaria.

Inscribiendo ahora!
Mujeres embarazadas y niños
de las edades:
0-2 años



Servicios ofrecidos en el
condado de
Yuba, Sutter y Butte



Ofrecemos:

- * Educación de calidad
- * Educadores calificados para bebés y niños pequeños
- * Información prenatal
- * Recursos para niños con discapacidades



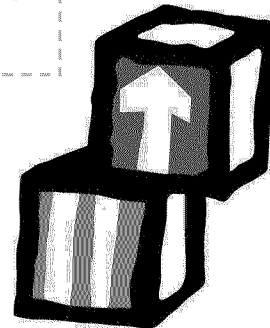
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Llama hoy! 1-866-417-4255

Visita nuestro sitio web para obtener mas información
www.ecenter.org

Niños con necesidades especiales, familias que reciben TANF/Cal-Works/SSI y niños en adopción temporal, niños y familias sin hogar ¡se les anima que apliquen!



WATER CONSERVATION ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated _____ between
(Date)
Regional Housing Authority (Owner/Agent) and
(Name of Owner/Agent)
(Resident) for the
(List all Residents as listed on the Rental/Lease Agreement)

premises located at _____, Unit # (if applicable) _____
(Street Address)
Yuba City, CA 95991
(City) (Zip)

Local water agencies across California are taking action in the face of record-dry conditions. Many water suppliers are implementing mandatory restrictions on water use and stepping up conservation outreach to help their customers reduce water use and protect water supply reserves. In addition, the State Water Resources Control Board has approved an emergency regulation under which all Californians will be expected to stop: washing down driveways and sidewalks; watering of outdoor landscapes that cause excess runoff; using a hose to wash a motor vehicle, unless the hose is fitted with a shut-off nozzle; and using potable water in a fountain or decorative water feature, unless the water is recirculated.

A map with links to local information and contacts is available at: <http://www.acwa.com/content/drought-map>

1. Resident shall take all steps necessary to ensure that he/she is aware of water use restrictions. Most water agencies have toll-free numbers, email alerts and/or websites that provide this information.
2. Resident shall comply with all water use restrictions. Restrictions can vary from one area to another. Resident is responsible for obtaining information about the restrictions specific to the City or County in which the premises are located.
3. Resident remains responsible for maintaining landscaping, including sufficient watering, if required to do so by the Rental/Lease Agreement. Please contact Owner/Agent for more information.
4. Resident is responsible for any fines or other costs occasioned by water usage violations that are the proximate result of the Resident's action. If any such fines or costs are levied against Owner/Agent, Resident agrees to pay such fines or costs attributed to Resident's tenancy or the conduct of Resident, Resident's guests or others at the premises. The obligation to pay fines and costs assessed against Owner/Agent may be in addition to any assessed directly against Resident.
5. Resident agrees that Owner/Agent may provide Resident's name and address to the local water agency for the purpose of notifications and enforcement of water use restrictions.
6. Nothing herein is deemed to be authorization of or consent by Owner/Agent to water usage not authorized by the Rental/Lease Agreement.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

_____	_____	_____	_____
<i>Date</i>	<i>Resident</i>	<i>Date</i>	<i>Resident</i>
_____	_____	_____	_____
<i>Date</i>	<i>Resident</i>	<i>Date</i>	<i>Resident</i>
_____	_____		
<i>Date</i>	<i>Owner/Agent</i>		



