

POARCH BAND OF CREEK INDIANS HOUSING DEPARTMENT RENTAL PROGRAM POLICIES AND PROCEDURES

I. GENERAL PURPOSE

- A. These policies and procedures are to govern the eligibility for, admission into, and occupancy of the rental housing units owned by the Poarch Band of Creek Indians (hereinafter the "Tribe") and the various programs offered and governed by the Tribe's Housing Department (hereinafter the "Department") for qualifying participants. The objective is to provide rental housing to qualifying Tribal Members in a safe and sanitary environment.
- B. In general, these Policies and Procedures are designed to serve as:
1. A guide for the Department's staff to use in determining eligibility, admission of applicants, selection criteria and occupancy standards;
 2. A document that provides for consistent, equitable, and uniform treatment of applicants;
 3. A basis for decision making by the Department's staff; and
 4. A guide for residents with regard to their obligations and duties in renting property from the Tribe.

C. Rental Housing Categories

1. Federally-Funded Housing Units:

These units consist of rental housing for applicants who qualify as low income participants, are homeless, are living in an overcrowded condition, or are living in a substandard dwelling, as defined by the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA). With the exception of "essential" personnel as defined in Section III, F(3), below, NAHASDA-funded units are only available for applicants who are low income Indians.

2. Tribally-Funded Housing Units:

These units consist of rental housing for participants of all incomes and circumstances.

II. LIMITATIONS

Since the demand for rental housing exceeds the Department's ability to supply in each of the above categories, applicants must be advised of the following:

- A. It is the general policy of the Department that all Tribal rental housing is provided primarily as temporary housing until participants can better their living conditions.
- B. Applicants that are subsequently approved for Tribal rental housing must execute a lease agreement and agree to comply with the terms and conditions of the lease agreement as well as all directives, rules, policies and procedures issued by the Department. All lease agreements shall be for a set rental term as established by the Department.
- C. Primary Residence and Private Single Family Dwelling:

All rental units shall be used and occupied by the named Resident and his or her immediate family as the Resident's primary residence and as a private, single family dwelling. A person not listed on the application or lease shall not be permitted to reside in the rental unit without first obtaining the Department's written consent. No part of any rental unit shall be used, at any time, for the purpose of carrying on any business, profession, or trade of any kind. A resident's "immediate family" may consist of the Resident's:

- 1. Spouse;
- 2. Children 0-17 years of age;
- 3. Children 18 years of age and above, but not more than twenty-six (26) years of age, who are enrolled and attending any college or university as a full-time student;
- 4. Children 18 years of age and above, but not more than twenty-one (21) years of age, who are not enrolled and attending any college or university as a full-time student; and/or
- 5. Any person for whom the Resident serves as the legal guardian or conservator. Proof of legal guardianship or conservatorship must be provided to the Department.

III. ELIGIBILITY FOR RENTAL HOUSING

A. Application

Applicants must be at least nineteen (19) years of age and must have a completed application on file that includes: proof of total household income, tribal identification, social security cards, marriage certificate, divorce decree, child custody information if applicable, and all other documentation requested by the Housing Department's staff. The application is attached hereto as "Exhibit A". If the Applicant is married, his/her spouse's information must be included, and the spouse must also sign the Application.

B. Credit Score Requirements

Certain rental housing units require that applicants have a minimum credit score as

established by the Department. The application designates which of the rental units have minimum credit score requirements. Applicants who request to be considered for these units must also sign an authorization for the Department to request a credit report and score on the applicant. If the applicant is married, his/her spouse must also authorize a credit report to be requested. The credit scores of the applicant and spouse will be reported, and the higher of the two scores will be used in determining whether the applicant meets the minimum score established by the Department. If a Tribal Member Applicant cannot meet the minimum credit score requirement, the Applicant may still be allowed to participate in the program if he or she agrees (i) to receive his or her per capita check in monthly payments; and (ii) to have the payments due to Housing deducted prior to any distribution being made to the Tribal Member. The Applicant must sign an agreement to this effect prior to being allowed to occupy a rental unit.

C. If an applicant has occupied and vacated a rental unit on three (3) or more previous occasions, the applicant will not be eligible for another rental unit for a period of one (1) year from the most recent date that a rental unit was vacated.

D. Income Limitations

1. The income limitation for any given year shall be established in accordance with the Office of Native American Programs' latest published median income limits under the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA).
2. Total income from each member of the household will be used to determine the total household income. Non-reoccurring and temporary income will not be included as income for the purpose of determining rent. The following are not considered as income:
 - a. Casual, sporadic and irregular gifts
 - b. Reimbursement for cost of illness or medical care
 - c. Lump sum additions to assets (e.g., inheritance, land sale, etc.)
 - d. Educational scholarships
 - e. Special combat pay for military head of household
 - f. Relocation payments
 - g. Value of food stamps
 - h. Lump sum insurance settlements
 - i. Child support payments

E. Income Verification

All income must be verified in order for accurate rent payments to be calculated and charged. Applicants must provide documentation of income, examples of which include, but are not limited to:

1. Current tax return forms;
2. W-2s, 1099, recent paycheck stubs, statements from employers, and/or other pertinent sources giving authoritative information concerning all amounts of income;
3. Certified statements or data from bank accounts, self-employed persons and/or irregular wage earners such as salesmen, taxi drivers, etc., setting forth gross receipts, itemized expenses and net income; and
4. Any and all reported income including, but not limited to, monthly Elderly Benefits and per capita payments.

F. Over-Income Applicants

1. Those applicants exceeding the yearly established median income limit shall be considered over-income applicants.
2. Over-income applicants shall only be eligible for placement in Tribally-Funded Housing Units, unless the applicant is "essential" to the community as discussed in subsection 3, below.
3. Under certain circumstances, the Department may assign over-income applicants to rental housing units where income limitations are applicable when such applicants are determined to be "essential" to the community as allowed by NAHASDA (which includes, but is not limited to, emergency and medical response personnel or other emergency first responders). These applicants will not receive the same benefits (e.g. rent, utilities allowances) as the low-income applicants.

IV. RECEIPT OF APPLICATION/DETERMINATION OF ELIGIBILITY

Applications will be received at the Housing office where they will be date/time stamped and initialed by the Housing Department staff. The Housing Department reserves the right to check the references listed on the application from previous landlords.

- A. A criminal background check shall be performed on all adults residing in the Applicant's household at the Tribe's expense. All criminal background checks shall be performed by the Poarch Band of Creek Indians Police Department. The results of the criminal background check shall be used by the Housing Department for applicant screening purposes only and will be maintained and/or disclosed only to authorized Housing staff as designated by the Housing Director and in accordance with applicable Tribal and/or federal laws. Any resulting information may not be disclosed to any person who is not an officer, director, employee, or authorized representative of the Tribe and who does not have a job-related need to have access to the information for the purposes of this Policy. If Applicant/Resident is determined to be ineligible because of an adult residing in Applicant/Resident's household, the Applicant/Resident shall be given the opportunity to remove the adult member from his or her household.

- B. If a previous resident of Tribal rental housing vacated or was evicted from a housing unit due to being the perpetrator of any of the following: Domestic Violence, drug use, sale/distribution, or trafficking/manufacturing, sexual misconduct, destruction of rental property, or any other criminal or violent offense, a new application will not be accepted from that individual for a period of two (2) years from the date of vacating/eviction.
- C. Applicants are responsible for providing all the necessary information and for accurately completing applications as required. They must certify that all information contained on their application is true and accurate to the best of their knowledge. They are also responsible for making corrections and updating their applications. Failure to update applications for a period of twelve (12) months is grounds for placing the application in an inactive file.
- D. The Department's staff shall maintain a file for each applicant. All information provided by the applicant, verification of information, and all relevant correspondence with the application shall be contained in the file. Applications shall be maintained as follows:
 - 1. Active/Qualified Waiting File shall contain applications under active consideration. Each application shall be given a competitive score by the Department's staff in accordance with the score sheet attached as "**Exhibit B**" hereto. Applicants who wish to be removed from the file may submit a written request to the Department's staff.
 - 2. Incomplete/Pending File shall include those applications that have not been sufficiently completed or verified for a determination of eligibility. Applicants who submit an incomplete application shall be notified, if possible, and given fourteen (14) calendar days to submit the missing information. If the information is not submitted within the fourteen (14) calendar days, the application shall be moved to the Inactive File until completed or destroyed.
 - 3. Inactive File shall contain applications that are incomplete or have not been updated for twelve (12) months. Applications will be destroyed in accordance with tribal laws and policies.

V. **SELECTION PROCEDURE AND REQUIREMENTS**

- A. The Housing Department's Staff will select eligible applicants from the Active/Qualified Waiting List based on the score sheet, attached as "Exhibit B." The score sheet is designed to reflect the following order of priority and selection preference:
 - 1. Enrolled Poarch Creek Indian Tribal Member(s) who are head(s) of household;
 - 2. Enrolled Poarch Creek Indian Tribal Member(s) in a home whose head(s) of household are non-Indian;
 - 3. Tribal members of other federally recognized tribes; and
 - 4. All others.

- B. For NAHASDA-funded units, the score sheet shall be used to assist with selection. However, these units are only available to low income Indian or essential personnel. For low income Indian or essential personnel applicants, the score sheet shall then be applied to assist with prioritizing applications for these units.

VI. NOTIFICATION OF SELECTION AND TENANT REQUIREMENTS

- A. Upon selection of an applicant, the Department's staff will contact the selected applicant via a mailed notice within two (2) working days of selection with the following information:
1. The applicant has been tentatively selected for participation in the Tribal rental housing program.
 2. Selection is subject to a final income and eligibility verification.
 3. The applicant may be required to participate in counseling/training sessions prior to occupancy.
 4. Lease
 - (a) A lease shall be executed, and a security deposit shall be tendered by the applicant prior to occupancy of a rental unit. Only the Tribal Member who is the primary applicant can sign the lease. The lease is attached hereto as "**Exhibit C.**"
 - (b) Residents shall be required to pay a security deposit prior to occupancy as follows:
 1. \$200.00 for Federally-Funded rental units.
 2. \$350.00 for Tribally-Funded rental units.
 3. \$500.00 for the Moniac Townhouses.
 4. \$100.00 for Willow Creek Subdivision.
 - (c) Should the resident be in default of the lease at any time, the Poarch Band of Creek Indians shall have the right to withhold payment of all per capita payments until the amounts due under the lease are paid in full.
 5. The applicant has ten (10) calendar days to respond to the notice by rejecting the offered rental unit or accepting the unit and providing the requested information for the completion of the verification process.

6. Failure to respond within ten (10) calendar days from receipt of the notice of selection will be regarded as a rejection of the offer.
 7. Upon acceptance of a rental unit, the applicant has ten (10) business days in which to occupy the unit. Any exception to this requirement must be approved by the Department.
 8. If one of the deadlines imposed by this Section falls on a weekend or holiday recognized by the Tribe, then the applicant shall have until the next business day to respond or comply with the deadline.
- B. If the applicant has not responded to the Housing Department's written notice by the third (3rd) business day, then the Department's staff shall attempt to call the applicant to inform the applicant of his/her selection and the process. The staff shall attempt to call the applicant three (3) times unless the staff speaks with the applicant prior to that time.
- C. If at any time during the pendency of an application, the applicant's contact information, including telephone number and mailing address, has changed, the applicant must immediately notify the Department staff of such changes, so as to ensure notice is properly served. The Department is not responsible for any lapse of an offer due to an applicant's failure to notify staff of any and all changes in contact information.

VII. OCCUPANCY STANDARDS FOR RENTAL UNITS

- A. Rental units will be assigned to applicants according to family composition. In order to prevent overcrowded conditions and wasted space, units will be assigned in accordance with the following schedule:

<u>Number of Bedrooms</u>	<u>Number of Persons</u>
2BR	1-4
3BR	3-6
4BR	5-8
5BR	7-10

- B. Exceptions that May Necessitate a Variation From the Above Schedule:
1. Children of different genders shall not be required to share a bedroom.
 2. The family shall not be required to have more than two (2) children of the same sex per bedroom, excluding the master bedroom.
 3. Two (2) children of the same gender who are separated by more than six (6) years in age may not be required to share a bedroom, depending upon the availability of units.
 4. Under certain circumstances, other exceptions may be made by the Housing

Director. Factors that may be considered are age and sex of children, potential changes in family composition, and availability of unit sizes.

C. Transfers to Other Rental Housing Units:

Transfers between Tribal housing units are, in all cases, subject to unit availability and generally, transfers will not be permitted unless:

1. Upon written request by the request by the Resident, the Department Director determines that there are documented medical reasons warranting the transfer; or
2. The Department's Director determines that the resident's current family composition no longer conforms to the unit size, or the resident/household fails to comply with other applicable program guidelines.
 - a. Except in the case of evictions, if the Housing Director requires the resident to move to another Tribal rental unit or non-Tribal housing, the Housing Department will assist with payment of any deposits for utilities or security deposits at the new residence in order to help facilitate a smooth transition to the new residence.

D. The Department reserves the right to establish additional guidelines and restrictions.

VIII. POLICY ON PETS

- A. A non-refundable fee of \$300.00 is required in order to have a pet in the rental unit. Elderly residents shall pay a \$200.00 refundable deposit in order to have a pet in their rental unit. The non-refundable fee and deposit will cover damages incurred by the residents pet. Such damage includes, but not limited to, damage to carpeting, tile, walls, linoleum, doors and woodwork. After a move out, if damages exceed the amount of the non-refundable fee or deposit, the former resident will be responsible for paying the difference in repair costs. A Pet Policy will be signed once the pet deposit/fee has been paid. See attached Pet Policy (see "**Exhibit D**")
- B. No pets are allowed in the Moniac Townhouses.

IX. RE-CERTIFICATION OF INCOME/RENEWAL OF LEASE/HOUSEHOLD COMPOSITION

A. Recertification

1. Re-certification only applies to residents of Federally-funded Housing units and is not required for residents that reside in the Tribally-funded Housing Units.
2. Residents are required to submit additional information at the time for re-certification if the Department's staff deems it necessary to complete the family's records or to assist in determining income and rent. Information which may be required includes,

but is not limited to, social security numbers for new family members, divorce decrees, marriage certificates, and receipts for various expenses.

3. In December of each calendar year, the Department's staff will send notices to all residents regarding the dates for re-certification of income for the subsequent calendar year in accordance with these policies and procedures.

4. In addition, residents may voluntarily request a re-examination of income and/or re-certification if they feel that circumstances have occurred that would affect their monthly required rent.

5. The Department's staff will notify residents in writing of any discrepancies or questions regarding income, household compositions, or other stated facts revealed during the re-certification process. The notices will state any corrective action to be taken by the resident.

6. Failure to provide any necessary recertification documentation to the Department shall result in the imposition of late fees which shall be added to Participant's monthly payment as follows:

- a. For the first month, the late fee is \$50.00 if the documents are received after the Due Date.
- b. For the second month, the late fee is \$75.00 if the documents are received after the Due Date.
- c. For the third month, the late fee is \$100.00 if the documents are received after the Due Date.
- d. For the fourth month, the late fee is \$225.00 if the documents are received after the Due Date.

7. If re-certification documents are not received by the first day of the fourth month after the Due Date, in addition to the late fees, the resident will be declared in default of his/her lease and the Department will terminate the lease and proceed with eviction and/or collection, if necessary.

B. Renewal

1. Lease agreements may be eligible for renewal subject to the following:
 - a. The resident's compliance with all rules and requirements as set forth in the lease agreement,
 - b. The Resident's compliance with these Policies and Procedures, including re-certification,

- c. The Housing Department Director's approval, for residents who are in compliance and have satisfied all requirements, and
 - d. The Tribal Grievance Board's approval for residents who are not in compliance or who have outstanding issues which prevent the Director from approving the renewal request.
2. In order to determine whether a resident is in compliance with his or her lease and these Policies and Procedures, rental units shall be subject to an annual inspection by the Housing Department's staff.
- a. In December of each calendar year, the Department's staff will send notices to all residents regarding the dates and times for annual inspections for the subsequent calendar year in accordance with these Policies and Procedures.
 - b. Nothing in section IX(B)(2) above shall be construed as altering, amending, limiting or restricting the Department's right to inspect any rental unit at all reasonable times as provided in the lease agreement.

X. RENT PAYMENTS

- A. Standardized rent payments for low income residents may be adjusted annually by the Housing Department in order to meet budget restraints and to keep rental housing safe and sanitary. The current monthly rent payments for these units are:

2BR	3BR	4BR	5BR
\$150	\$175	\$200	\$225

- B. Payments for low income Elderly residents residing in Willow Creek subdivision are based on the resident's income and cannot exceed one hundred (\$100.00) dollars per month.
- C. Rent for low income residents residing in Federally-funded rental housing will not exceed thirty (30) percent of their monthly adjusted income, and shall be calculated in the following manner:

$$\text{Adjusted Gross Income} \times 30\% \div 12$$
- D. Only low-income Elderly residents and Persons with Disabilities who are residents are authorized a utility allowance, which is currently set at fifty (\$50.00 dollars) per month.
- E. Residents of tribally-funded rental units will be charged a monthly rent of:

2BR	3BR	4BR	Moniac Townhouses
\$300.00	\$325.00	\$350.00	\$500.00

F. Residents subsequently declared over-income through the re-certification process will have their rent increased by 10% of their net income, with the exception of the Moniac Townhouses where the rent is fixed at Five Hundred Dollars (\$500.00) per month. The new rental amount shall not exceed Three Hundred Dollars (\$300.00) per month for low-income units. The rent increases for over-income residents will be implemented over a twelve (12) month period at the rate of Twenty-Five Percent (25%) each quarter (every 3 month period). Residents in low-income units who are subsequently determined to be over-income shall be required to move to an over-income unit. If no over-income units are available, the Resident shall be responsible for finding alternate housing.

G. Errors in Calculating Rent Payments

Any errors in calculating rent subsequently discovered by either the Department's staff or the resident will be adjusted retroactively to the effective date of the change.

H. Adjustments/Abatements of Rent Payment Amounts

A Resident experiencing a financial hardship due to a short-term disability or loss of employment (through no fault of the employee) may submit a written request to the Department Director asking for the monthly payments to be reduced or suspended. The written request shall include a description of the hardship and supporting documentation of the disability and financial hardship. The Director may set a hearing on the matter. With or without a hearing, the Director may determine whether to temporarily suspend or reduce payment(s). Any temporary suspension or reduction of payments shall not exceed **ninety (90) days** and may necessitate an addendum of the Lease Agreement in order to extend the term of the Lease Agreement. Late fees shall be waived during the temporary suspension.

Any adjustments to or recalculation of rental payment amounts shall become effective on the 1st day of the month following provision of written notice, attached as “**Exhibit E,**” by the Housing Department Director.

XI. LEGAL PROCEEDINGS

A. Once a complaint is filed in Tribal Court, the resident's Housing account is frozen. If the resident wishes to settle the matter with the Housing Department, the resident shall contact the Programs Specialist.

B. If the tribal court issues an order of eviction, the Department's staff will monitor the unit and arrange for lock down of the unit on the day scheduled for eviction. In any case, the delinquent account will remain on record, and the Department's staff will continue to use any and all legal remedies for collection of the delinquency.

C. It will be the responsibility of the evicted resident to remove all personal property from the unit. If any property is left in the unit after the deadline in the eviction order, the

XII. DEMOLITION AND DISPOSITION

The Housing Department's staff may recommend demolition if a unit(s) is found to be unsafe.

XIII. IMPLEMENTATION

The Housing Director and Staff are tasked with the requirement to implement the Housing Rental Program by promoting it, developing any other necessary forms and developing a point system that would lead to the creation of a list of Applicants that is to be prioritized and maintained.

These policies and procedures are adopted by the Poarch Band of Creek Indians Housing Department on this 18 day of August, 2015. These Policies and Procedures will apply to any applications or lease renewals approved after the date of adoption. With respect to any notice of eviction or termination, a Resident must be informed of and provided with the opportunity, prior to any hearing or trial, to examine any relevant documents, records, or regulations directly related to the eviction or termination. Any allegation of a violation of this Policy should be directed to the Tribal Grievance Board. Any other adverse decision, or any instance/decision in which the Housing Department Director has a conflict of interest, should be directed to the Tribal Member Services Division Director.



Susan M. Wicker, Housing Director
Poarch Band of Creek Indians

**ACKNOWLEDGMENT OF RECEIPT OF POARCH BAND OF CREEK INDIANS
RENTAL HOUSING POLICIES AND PROCEDURES**

**On this the ____ day of _____, 20____, I, _____
received a copy of the Poarch Band of Creek Indians Rental Housing Policies and
Procedures currently in effect.**

**As a participant in the Tribe's Rental Housing Program, I further acknowledge and agree
that it is my sole responsibility to review and comply with the Policies and Procedures and
any future amendments thereto. I additionally acknowledge and agree that I am required
to comply with all other policies and directives issued by the Housing Department or
otherwise contained in any agreement that I may have now or may have in the future with
the Department.**

Applicant/Resident's Signature

Applicant/Resident's Printed Name

Exhibit A

Application

Exhibit B

**POINT SYSTEM SCORE SHEET FOR THE
RENTAL PROGRAM**

Eligible For
Elderly ___
2 BR ___
3 BR ___
4 BR ___
5 BR ___
MTH ___

**POINTS
AWARDED**

CRITERIA

**POINTS
AVAILABLE**

<hr/>	Points for Tribal Members who are heads of household	5 points
<hr/>	Points for each Tribal Member living in the household, excluding the head of household	1 point each, not to exceed a maximum of 4 points
<hr/>	Points for members of another federally recognized Indian tribe living in the household	1 point
<hr/>	Points for Persons with Disabilities in the household	3 points
<hr/>	Points for applicant living in a homeless situation	6 points
<hr/>	Points for applicant living in an overcrowded situation	3 points
<hr/>	Points for applicant living in a substandard condition	4 points
<hr/>	Points for Tribal Member veterans living in the household	2 points
<hr/>	Points for meeting minimum credit score (MTH only)	2 points
<hr/>	Points for having "essential" community personnel residing in the household	1 point
<hr/>	Points for any previous Tribal housing terminations, evictions or unresolved collections against applicant	-5 points
<hr/>	Points for each time applicant has resided in a Tribal housing unit	-1 point for each, No cap.
<hr/>	TOTAL POINTS	

Comments: _____

Signature of Staff _____

Date _____

**Exhibit C
Lease Agreement**

**POARCH BAND OF CREEK INDIANS HOUSING DEPARTMENT
RENTAL LEASE AGREEMENT**

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this _____ day of _____ 20____, by and between Poarch Band of Creek Indians, through its Housing Department (hereinafter referred to as "Landlord") and _____ (hereinafter referred to as "Resident").

WITNESSETH:

WHEREAS, Landlord desires to lease the Premises located at _____ (hereinafter referred to as "Premises") to Resident upon the terms and conditions as contained herein; and

WHEREAS, Resident desires to lease the Premises from Landlord on the terms and conditions as contained herein.

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

TERM. Landlord leases to Resident and Resident leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of _____ [specify number of months or years], such term beginning on _____, and ending at 11:59 PM on _____; however, Resident and Landlord may agree to renew the lease term. Resident acknowledges and agrees that if Resident desires to renew the lease term, Resident shall submit a request to the Landlord within ____ days before the termination date. Resident further acknowledges and agrees that a request for renewal, if timely and properly made, is **subject to Landlord's approval and Resident's compliance with (1) the Landlord's reasonable requests for necessary income and family composition information, (2) the terms and conditions of the lease, and (3) the Landlord's present rules, regulations, and/or policies and procedures relative to the Premises. If the Resident's written request to renew the lease term is granted by the Landlord, a new lease agreement will be executed.**

1. **RENT.** Rent shall be paid monthly in the sum of _____ Dollars (\$ _____) payable on the 1st of each month of the term. All such rent payments shall be in the form of cash, check or money order and shall be mailed or delivered to Landlord at the Poarch Band of Creek Indians Tribal Accounting Office.

2. **REDETERMINATION OF RENT, DWELLING SIZE, AND ELIGIBILITY.** Whether or not requested by the Landlord, Resident agrees to furnish to Landlord complete, accurate and honest information as to any and all changes in total family income and/or family composition. The Resident agrees to report any such changes in total family income (either increase or decrease) and family composition within ten (10) days after the changes have occurred. If Resident reports zero (0) family income, Landlord may require a signed personal declaration to that effect and may request information regarding income and family composition at any time and at periodic intervals.

Resident acknowledges that any failure to provide timely, complete, accurate, and honest information with regard to income or family composition may result in termination of this lease agreement.

In the event Landlord determines rent should be adjusted, the Landlord shall deliver to the Resident a "Notice of Rent Adjustment," which shall constitute a unilateral amendment to the Lease Agreement.

In the event the Landlord determines that the size of the Premises is no longer appropriate for the Resident's needs due to any changes in family composition and/or living arrangements, the Landlord may unilaterally amend the Lease Agreement by giving Resident notice that he or she shall be required to vacate the premises, execute a new Lease Agreement, and move to another unit within seven (7) calendar days. Failure to comply with such notice may result in termination of the Lease Agreement. Upon execution of a new Lease Agreement, all prior Lease Agreements shall become null and void. If the Landlord requires Resident to vacate the premises for any reason other than eviction or non-compliance with Housing Department Policies & Procedures, the Housing Department shall assist with the payment of deposits, as outlined in the Rental Policy.

3. **SECURITY/DAMAGE DEPOSIT.** Upon the due execution of this Agreement, Resident shall deposit with Landlord the sum of _____ Dollars (\$ _____), receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Resident, without interest, within thirty (30) days of the Resident vacating the premises and shall be for the amount paid less any set off of damages to the Premises beyond normal wear and tear, applicable cleaning fees, applicable fees associated with changing the locks on the Premises if keys to both the Premises and its mailbox are not returned to the Landlord at the time Resident vacates the Premises, and/or any unpaid rent upon the termination of this Agreement.

4. **USE OF PREMISES.** The Premises shall be used and occupied by Resident and Resident’s immediate family, consisting of:

<u>Name</u>	<u>Date of Birth</u>	<u>Relationship</u>	<u>S.S.N.</u>	<u>Roll Number</u>

The Premises shall be used exclusively as a private single-family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Resident for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family dwelling. Resident shall not allow any other person, other than Resident’s immediate family or transient relatives and friends who are guests of Resident, to use or occupy the Premises without first obtaining Landlord’s written consent to such use, in accordance with the Landlord’s Housing Rental Policies and Procedures. Furthermore, Resident shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises. Resident further covenants that at all times during the lease term or any subsequent renewal thereof, the Premises shall be utilized as Resident’s primary residence. Resident acknowledges and agrees that Resident may be required to submit written documentation or proof of primary residency as deemed necessary by the Landlord.

5. **CONDITION OF PREMISES.** Resident stipulates, represents and warrants that Resident has examined the Premises, and that they are, at the time of this Lease, in good order, repair, and in a safe, clean and tenantable condition, except as otherwise noted in “Lease Exhibit 1” attached.
6. **ASSIGNMENT AND SUB-LETTING.** Resident shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. Consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord’s option, terminate this Agreement.
7. **ALTERATIONS AND IMPROVEMENTS.** Resident shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Resident shall, unless otherwise provided by written agreement between Landlord and Resident, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.

8. **HAZARDOUS MATERIALS.** Resident shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
9. **UTILITIES.** Resident shall be responsible for arranging for and paying for all utility services required on the Premises.
10. **MAINTENANCE AND REPAIRS.** Resident will, at his or her sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Failure of Resident to maintain premises in safe and appropriate condition shall give the Housing Department, at its discretion, the right to perform such repairs and/or maintenance as is deemed necessary and to charge resident for the expense thereof, according to the Maintenance Repair List Price, attached as "**Lease Exhibit 2.**"
11. **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon, and for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.
12. **RULES AND REGULATIONS.** Resident shall at all times abide by the Housing Department's Rules and Regulations, attached as "**Lease Exhibit 3.**" Resident shall further ensure that all household members and guests also abide by the Rules & Regulations at all times.
13. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Resident shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements being excepted.
14. **QUIET ENJOYMENT.** Resident, upon payment of all of the sums referred to herein as being payable by Resident, performance of all Resident's agreements contained herein and observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
15. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Resident, Resident's family, guests, invitees, agents or employees or to any person entering the Premises of the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Resident hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

16. DEFAULT.

- A. FAILURE TO PAY RENT. If Resident fails to pay rent when due and the default continues thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law and/or may immediately terminate this Agreement.
- B. OTHER METHODS/MEANS OF DEFAULT. If the Resident fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on resident by law, at any time after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may do any of the following, in Landlord's sole discretion: provide Resident ten (10) days within which to cure the default (if not for the defaults described in Subsections A, C, or D herein), or immediately terminate this Agreement.
- C. If Resident receives a total of three (3) written notices of non-compliance for any reason during the entire term of this Agreement, Landlord may, at any time after delivery of the third written non-compliance notice, give written notice of intent to terminate, and thereafter, may terminate this Agreement.
- D. If Resident or any member of the Resident's household has been involved in the Tribal Court three (3) or more times as a defendant in a criminal or drug court case or juvenile proceeding, Landlord may, at any time after the third (3rd) Tribal Court involvement, give written notice of intent to terminate, and thereafter, may terminate this Agreement.

17. TERMINATION.

- A. TERMINATION BY RESIDENT. Resident may terminate this Agreement by giving fourteen (14) days written notice to the Landlord.
- B. TERMINATION BY LANDLORD. Landlord may, at Landlord's option, terminate this Agreement if Resident is in Default according to Paragraph 16.

- 18. STIPENDS, PER CAPITA PAYMENT SECURITY INTEREST AND VOLUNTARY ASSIGNMENT.** By signing this Agreement, Resident hereby grants the Poarch Band of Creek Indians a security interest in any and all (1) stipends owed to the Resident for attendance at Board, Commission, Department or Committee meetings of Tribal entities, and (2) future per capita payments (otherwise known as "birthday checks") issued by the Poarch Band of Creek Indians to the Resident until the amount of all sums owed including rent, late fees, damages, interest at a rate of 18% per annum (1.5% per month) from the date of default, and Court fees under this Lease Agreement

are paid in full. The grant of such security interest shall also constitute a Voluntary Assignment of the per capita payments and stipends under the Tribal Code to the extent of the amounts owed under the Lease Agreement. Should the Resident be in default under the Lease Agreement at any time, the Poarch Band of Creek Indians and its Housing Department, in the exercise of its rights under this Security Interest and Voluntary Assignment, shall have the right and upon notice default to Resident, and without any further action or judicial process, to retain and withhold the per capita payment(s) and stipends otherwise payable to Resident and to pay and apply such per capita payments and stipends to itself to satisfy any amount then in default under the Lease Agreement.

19. **LATE CHARGE.** In the event that any payment required to be paid by Resident hereunder is not made within fifteen (15) days of the due date, Resident shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of 10% of the rent amount.
20. **ABANDONMENT.** If at any time during the term of this Agreement, Resident is absent from the housing unit for a period of thirty (30) consecutive days or longer without prior written approval of the Department, or if Resident ceases to use the residence as his primary dwelling, Resident will be deemed to have abandoned the Premises. Landlord may then, at Landlord's option, exercise all rights and remedies against Resident that it may have in order to collect past due rents, damages, or any other amounts owed to Landlord. If Landlord's right of reentry is exercised following abandonment of the Premises by Resident, the Landlord shall consider any personal property belonging to Resident and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper, and Landlord is hereby relieved of all liability for doing so.
21. **RIGHTS AND REMEDIES.** The rights and remedies under this Lease are cumulative, and either party's using any one right or remedy will not preclude or waive that party's right to use any other. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.
22. **GRIEVANCES.** With respect to any notice of eviction or termination, a Resident must be informed of and provided with the opportunity, prior to any hearing or trial, to examine any relevant documents, records, or regulations directly related to the eviction or termination. Any allegation of a violation of the Rental Policy should be directed to the Tribal Grievance Board. Any other adverse decision, or any instance/decision in which the Housing Department Director has a conflict of interest, should be directed to the Tribal Member Services Division Director.
23. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the Poarch Band of Creek Indians. Exclusive venue and jurisdiction for all questions or suits arising from this Lease Agreement shall be vested in the Tribal Court of the Poarch Band of Creek Indians. Nothing contained in this Lease Agreement or any other documents shall be construed or deemed to provide recourse to

Tribal Government assets.

24. **ATTORNEYS FEES AND LITIGATION EXPENSES.** In the event a lawsuit is filed concerning any dispute between the parties related to or arising out of this Lease Agreement, the prevailing party shall be entitled to recover, in addition to any other remedy obtained, all reasonable attorney's fees, costs and expenses associated with pursuing said litigation.
25. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
26. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
27. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only, and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Resident.
28. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
29. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Resident's duties and liabilities hereunder.
30. **MODIFICATION.** This Agreement is subject to modification by the Landlord without Resident's prior approval or consent as set forth above. Resident acknowledges that he or she shall not modify, change, alter or amend this Lease Agreement in any way except with Landlord's prior written consent.
31. **NOTICE.** Any notice required or permitted under this Lease or under the laws of the Poarch Band of Creek Indians shall be deemed sufficiently given or served if sent by United States mail, addressed as follows;

If to Landlord to: **Susan M. Wicker, Housing Director**
 5811 Jack Springs Road
 Atmore, AL 36502

If to Resident to: _____
[Resident's Name]

[Resident's Address]

Landlord and Resident shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

As to Landlord this _____ day of _____, 20____.

LANDLORD:
Sign: _____
Print: Susan M. Wicker, Housing Director
Date: _____

As to Resident this _____ day of _____, 20____.

RESIDENT:
Sign: _____
Print: _____ Date: _____

**Exhibit D
Pet Policy**

This agreement, executed in duplicate, between the Poarch Band of Creek Indians Housing Department, herein referred to as Lessor and _____ herein referred to as Resident, hereby is attached to and becomes a part of the rental lease.

1. A fee of \$300.00 is required by the resident in order to have a pet in their rental unit. For seniors or disabled residents, the deposit is \$200.00 and is refundable. If damages are caused by the pet to the residence, the former resident agrees to pay for the repairs.
2. There will be only one pet per household permitted.
3. Vicious and/or intimidating dogs or cats will not be allowed.
4. Dogs or cats must be on a leash at all times when outside the rental unit. These animals cannot be staked out, placed on a chain or allowed to run loose.
5. Paperwork must be filed with the Housing Department with the current weight and age of the dog or cat at the time of notification/request for this type of pet, along with a current photograph of the animal. Dogs or cats will not be allowed that will weigh in excess of **20 pounds** at maturity.
6. **All dogs/cats must be properly immunized and tagged.** A copy of these documents must be on file in the Housing Department Office and must be provided yearly. Any animal not tagged will be picked up and taken to the Humane Society of Escambia County.
7. Any resident whose animal is picked up by the Maintenance Department, whether tagged or not, will be charged a \$35.00 fee.
8. Dogs and/or cats will not be allowed to disturb other residents with loud barking, whining or meowing.
9. Resident is not allowed to let waste accumulate and is responsible for cleaning up pet droppings when outside and disposing of same in a proper manner.
10. Residents will take adequate precautions to eliminate any pet odor within and around the rental unit.
11. Any resident who harbors a pet that is not specified or known by the Housing Department will face possible eviction.

- 12. Any resident who has a pet will allow at least quarterly inspections of the rental unit.
- 13. Any resident who fails to comply with any of these restrictions will receive only one notice before eviction.
- 14. Any attack, threat of attack, sign of aggression, or damage to the rental unit by the pet will be cause for **IMMEDIATE** eviction.
- 15. **NO** pets are allowed in the Moniac Townhouses.

Residents who violate these rules are subject to: Being required to get rid of their pet within a fourteen (14) day notice by the Housing Department or EVICTION.

Description of pet (dog/cat): _____
Breed **Color** **Sex**

Description of pet if other than dog or cat:

I have read and understand the above regulations regarding pets and agree to abide by all the rules.

 RESIDENT'S SIGNATURE DATE

 SPOUSE DATE

 PCI HOUSING STAFF SIGNATURE DATE

EXHIBIT E

LEASE ADDENDUM/NOTICE OF RENTAL RATE CHANGE

ADDENDUM

(For interim changes to rent, attach a copy of letter/notice to Resident.)

The Lease Agreement dated the _____ day of _____,
20_____, between the Poarch Band of Creek Indians and
_____ (the "Resident") is hereby amended as follows:

In accordance with the notice dated the _____ day of _____, 20____ (a copy of which is attached hereto) and which was sent to Resident, the following provision shall replace Paragraph 2 of the Lease Agreement, effective the _____ day of _____, 20_____:

2. **RENT.** Rent shall be paid monthly in the sum of _____ Dollars (\$_____) payable on the 1st of each month of the term. All such rent payments shall be in the form of cash, check or money order and shall be mailed or delivered to Landlord at the Poarch Band of Creek Indians Tribal Accounting Office.

LANDLORD:

Sign: _____
Print: Susan M. Wicker, Housing Director
Date: _____

RESIDENT:

Sign: _____
Print: _____
Date: _____

LEASE EXHIBIT 2

Maintenance Repair Price List

LEASE EXHIBIT 3

Resident Rules and Regulations

A. Guidelines and Restrictions

1. Residents shall refrain from damaging, defacing, vandalizing, destroying or removing any part of the unit, including all Tribally-owned property. Residents, as named on the Lease, are all jointly responsible for the acts and the omissions of all family members and guests of their rental unit.
2. Residents shall refrain from engaging in any activity reasonably expected to unduly burden or disturb neighbors and the surrounding community, including but not limited to unreasonably loud noise/music, noise/music at unreasonable times of the evening/night, parking in a manner that blocks other residents' driveways or impedes the flow of traffic, etc. The Housing staff will maintain a record of all resident complaints. Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
3. Residents are responsible for all basic upkeep of units, including keeping the units in an acceptable condition and free from trash, clutter and debris (including abandoned or junk cars).
4. Deposit all trash, garbage, rubbish or refuse in compliance with Tribal, local environmental, and health regulations. Residents in Willow Creek are required to have their garbage properly bagged and placed at the curb by 7:00 a.m. on the designated day to ensure pick up. Residents in other subdivisions are responsible for proper bagging (cannot use red bags), discarding, and placing the garbage in the designated dumpsters.
5. Vehicles parked at rental housing units must have valid license plates, or they will be considered junk vehicles. Residents will be required to remove such vehicles from the property. If the resident does not remove such vehicles from the property, the Housing staff will have them removed and charge the residents for the cost of removal. The resident may owe additional storage charges to the company that removes and stores the vehicle.
6. Residents are not allowed to have in-ground swimming pools, slip and slides, or trampolines at any unit.
7. Swimming pools must not exceed 2 feet in height and 8 feet in width and **must be removed and stored after each use**. Residents must have Department approval and must sign any applicable waiver.
8. Rental of any activity equipment must be approved by the Housing Director prior

to the event. If approved, the activity equipment shall be allowed for no more than twenty four (24) hours.

9. If a resident chooses to have a garden, then the garden must be located behind the rental unit.
10. Use of BB or pellet guns or not permitted in any subdivision.
11. All swing sets, basketball goals, patio/lawn furniture, etc. must be secured or tied down.
12. Operation of all-terrain vehicles (ATV'S) are not permitted in any subdivision.
13. Front entrances must be free from clutter.
14. Residents are required to list all unit occupants on their Lease. A guest may stay up to three (3) nights per month with the resident. Upon a written request made by the Resident, the Housing staff may give permission for a guest to stay more than three (3) nights per month; however, the Housing staff may not allow a guest to stay for more than fourteen (14) days. If a resident wishes a guest to remain in the rental unit for more than fourteen (14) consecutive days, the resident must have approval of the Housing Director, who can approve an extended stay in ninety (90) day increments upon good cause being shown by the Resident. Residents are responsible for the guest's behavior, and the guest must follow all terms and conditions of the Policies and Procedures, the Lease, and these Rules and Regulations.
15. Residents are required to attend all mandatory counseling sessions scheduled by the Housing staff. Residents may also be required to attend individual counseling sessions as a condition of continued occupancy.
16. Resident shall not conduct in, participate in, and/or allow any criminal activity (whether committed or conducted by the Resident, his or her household guests, or family members) to occur in the Premises or at any place on the Premises;
17. Specifically, drug trafficking, manufacturing, sale/distribution, or possession, criminal activity, sexual misconduct, domestic violence or any misconduct that would impact the common living environment will not be tolerated.
18. Residents are responsible for reporting damages to units so that insurance claims, if necessary, can be processed in a timely manner.
19. Residents must return keys to the Housing Department office within five (5) business days after vacating the unit or by the date and time ordered for eviction. If the keys are not returned, a padlock will be installed and all personal belongings, if any, will be removed and disposed of by the Department.

20. Maintenance/Repair Procedures

- a. Noncompliance with any maintenance and repair rules may result in charges as set forth in the most recently published Maintenance Repair Price List, which is attached to the Lease Agreement as “**Exhibit 2**”.
- b. After normal working hours, the Housing Department’s maintenance staff will provide maintenance service for emergencies only. Such calls may be for broken windows, broken water lines, power outages, heating/air problems, sewer backups, or other emergencies threatening the health and safety of residents.
- c. Residents are responsible for cleaning the surrounding grounds of their dwelling unit. Any landscaping shrubs, trees, lawns and other plants will be the responsibility of the Housing Department. .
- d. All rental units will be treated for pest control as part of a monthly routine maintenance service. If a unit is found to be infested, the residents may be required to relocate and participate in preventive training. Removal of furniture, plants or food will be the responsibility of the residents.

21. Without limiting the generality of the foregoing, Resident shall:

- a. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- b. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- c. Not obstruct or cover the windows or doors;
- d. Not leave windows or doors in an open position during any inclement weather;
- e. Not hang any laundry, clothing, sheets, etc. from any window, rail or porch, nor air or dry any of the same within any yard area or space;
- f. Not cause or permit any locks or hooks to be placed upon any door or window without prior written consent of Landlord;
- g. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Resident shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of

clearing stopped plumbing resulting from misuse shall be borne by Resident.

22. The Housing Department reserves the right to establish additional guidelines and restrictions.
23. Residents shall abide by and be bound by any and all rules and regulations affecting the Premises or any common areas or appurtenances thereto which may be adopted or promulgated by the Poarch Band of Creek Indians Housing Department having control over them; and
24. Residents must abide by all statutes, ordinances and requirements of all municipal, state, federal, and Tribal authorities now in force, or which may hereafter be in force, pertaining to the rental unit or affecting the use thereof.