COUNTY OF GALVESTON

James Gentile
DIRECTOR OF HOUSING & ECONOMIC DEVELOPMENT

LANDLORD CHECKLIST

LANDLORD COUNTY

_____ _____ **INTAKE APPLICATION** – Completely filled out – No blanks

_____ _____ **INCOME CERTIFICATION** – Source documents must be included.

_____ _____ Social Security – Letter/Summary of Benefits, 1099
_____ _____ Unemployment – Letter/Unemployment Verification
_____ _____ Alimony/Palimony – Check Stub/Letter or Divorce Decree
_____ _____ Child Support–Letter from spouse, verification from court, Divorce Decree, verification from the Attorney General's Office or Credit Report.
_____ _____ Annuity – Statement or Contract
_____ _____ Public Assistance – Award Letter
_____ _____ Retirement/Pension – State, Check Stub or 1099
_____ _____ Self Employed – 1040 and Schedule C,E,F

_____ _____ **ASSET VERIFICATION**

_____ _____ Checking/Savings Account – 6 months Checking/1 month Savings No more than 120 days old
_____ _____ Certificate of Deposit – Bank Statements
_____ _____ Revocable/Irrevocable Trust – Trust Document
_____ _____ Annuity – Statement or Contract
_____ _____ Retirement/Pension – Statement
_____ _____ Life Insurance – Policy
_____ _____ Investments – Portfolio Printout/Statement
_____ _____ Real Estate – Real Estate Appraisal, Appraisal District, Mortgage Statement, Expense Calculation

_____ _____ **CERTIFICATION OF ZERO INCOME** –Anyone 18 years of age and over must show Income or a certificate of zero income

COUNTY OF GALVESTON

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LANDLORD CHECKLIST (continued)

LANDLORD COUNTY

_____ _____ **TELEPHONE VERIFICATION**

_____ _____ **EMPLOYMENT VERIFICATION**

_____ _____ **INCOME VERIFICATION FOR HOUSEHOLD WITH SECTION 8 CERTICATE**

_____ _____ **RELEASE AND CONSENT FORMS**

_____ _____ **DOCUMENT USED TO PROVE IDENTITY**

_____ _____ United States of America Social Security Card
_____ _____ United States of America Social Security Benefits Letter
_____ _____ ID with United States of America Social Security number listed
_____ _____ Medicaid/Medicare Card with United States of America Social Security number listed
_____ _____ State or Local Agency ID card, ie United States of America Driver's License
_____ _____ Paystubs, Earnings Statements
_____ _____ United States of America Form 1099

- Documents must be provided in this order.

Please bring a blank copy of your lease agreement for review by The Galveston County Housing Department.
After the renter has been approved by Galveston County's Housing Department, the Landlord has 120 days to procure a signed lease.

Tenant Application Checklist

Landlord's Name: _____

Renter's Name: _____

Address of Rental Property: _____

_____ Lease Agreement

_____ Utility Allowance

_____ Intake Application

_____ Release and Consent Form

_____ Social Security Card/Driver's License

_____ AGI Worksheet

_____ Section 8 Certification (if Section 8 applicants, items below are not needed)

_____ Employment Verification

_____ Income Certification

_____ Certification of Zero Income

_____ Child Support Verification

_____ Asset Verification

_____ Pay Stubs

_____ Bank Statements

_____ Retirement and Pensions

_____ Life Insurance Information

Texas Department of Housing and Community Affairs

Rent and Income Limits[1] (As of 4/9/2015)

Project:

Instructions:

(1) Choose the county in which your project is located.

(2) If your project is located within the boundaries of one of the designated places listed in the drop down menu then make the appropriate selection. If the location is not listed, then choose the "Not Listed" option.

(3) Please select the financing applicable for your project. Units financed with HOME, NSP, or tax exempt bonds and 4% tax credits are not eligible to use the National Non-Metro limits.

(4) Choose the date the first building in the project (as defined on line 8b of the 8609) was placed in service or for Housing Trust Fund, the date of your LURA. For HOME or NSP, select "N/A."

(5) Select the date based on the execution date of your property's Carryover Agreement, Determination Notice, Subaward Agreement Date. For Housing Trust Fund, select the date of your LURA. For HOME or NSP select "N/A." See footnote 3 for more details.

PLEASE COMPLETE ALL FIELDS.

(1) County: Galveston

(2) Place:[2] Galveston

(3) Financing: HOME

(4) LURA Date: N/A - (For HOME or NSP only)

(5) LURA Date (should be same selection as above): N/A - (For HOME or NSP only)

(6) For HOME/NSP ONLY:

New leases and lease renewals (including month to month leases): On or After 5/1/2014

INCOME LIMITS

AMFI %	Number of Household Members							
	1	2	3	4	5	6	7	8
30	$ 14,000	$ 16,000	$ 18,000	$ 20,000	$ 21,600	$ 23,200	$ 24,800	$ 26,400
40	$ 18,680	$ 21,320	$ 24,000	$ 26,640	$ 28,800	$ 30,920	$ 33,040	$ 35,200
50	$ 23,350	$ 26,650	$ 30,000	$ 33,300	$ 36,000	$ 38,650	$ 41,300	$ 44,000
60	$ 28,020	$ 31,980	$ 36,000	$ 39,960	$ 43,200	$ 46,380	$ 49,560	$ 52,800
80	$ 37,350	$ 42,650	$ 48,000	$ 53,300	$ 57,600	$ 61,850	$ 66,100	$ 70,400
120	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

RENT LIMITS

AMFI %	Number of Bedrooms					
	0	1	2	3	4	5
30	$350	$375	$450	$520	$580	$640
40	$467	$500	$600	$693	$773	$853
Low	$586	$628	$753	$870	$971	$1,071
High	$623	$750	$926	$1,097	$1,205	$1,311
65						
80						

1. This information is being provided to assist in the determining the rents and incomes applicable given a set of assumptions you select. You are encouraged to independently verify the results or contact the Department if you have concerns.

2. The "Place" field is used to determine whether the property is eligible to use the National Non-Metropolitan Median Income limits. Not all Places or Cities in Texas are shown. If you are located outside of the boundaries of a designated Place then select "Not Listed" even if your mailing address reflects the place name.

3. For Housing Trust Fund, select the date of the Land Use Restriction Agreement. For HOME or NSP, select 'N/A'.

4. The 2015 Housing Tax Credit income limits are effective 3/6/2015. The 2015 NSP income limits are effective 3/2015. The Community Planning Division (CPD) of HUD released the 2014 HOME Program income limits effective 5/1/2014 and rent limits that are effective for all new leases and lease renewals after 5/1/2014. *An error was noted in the original posting of the Tool 4/30/2014 in the HOME Program income limits; this version of the tool contains corrected data*

5. For Housing Tax Credit project(s) that place in service or execute a Carryover Agreement within 45 days after HUD releases the MTSP Income limits where the newly released limits reflect a decrease, IRS Revenue Ruling 94-57 allows the owner to rely on either limit.

* Revised 5/31/2013

LEASE AGREEMENT

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1. **PARTIES TO THE LEASE.** This Lease Contract is between you; the Lessee(s) [List all people signing this Lease. All persons over the age of 18 who will occupy the Leased Premises/Property must sign.]

NAME SSN DOB

_____

NAME SSN DOB

_____

and _____ (hereinafter called the "Landlord"). You have agreed to rent the Leased Premises/Property located at _____ in _____, Texas, _____, and any steps, porch, lawn and yard surrounding the Property (hereinafter called the "Leased Premises/Property") for the exclusive use and occupancy by you and your household member, solely as a private residence. The terms "you" and "your" used in this Lease refer to the Lessee(s) listed above and not to anyone else.

2. **HOUSEHOLD MEMBERS**. The leased Premises/Property will be occupied only by you and (list all household members not signing the Lease Contract):

NAME SSN DOB

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

No one else may occupy the Leased Premises/Property. You must promptly inform us of the birth, adoption or court awarded custody of a child. No additions of household members may be made without our written consent. Your right to use and occupancy includes reasonable accommodation of guests: However, persons not listed above must not stay in the Leased Premises/Property for more than three (3) consecutive days, or more than fourteen (14) days in any year, without our prior

written consent. Abuse of these provisions is a serious violation of this Lease and will constitute "good cause" for termination of this Lease by us.

3. **CONTRACT TERM**. The initial one year term of this Lease Contract begins on _____ and ends at 11:59 PM on _____. Upon termination date, Tenant shall be required to vacate the premises (paragraph 24) unless the following circumstance occurs:

   A. Landlord and Tenant formally extend this Lease Agreement Annually by creating and executing a new, written and signed Lease Agreement.

4. **RENT/PAYMENT**.

   A. If you lease after the first day of the month, your rent payment is $_____ to cover the partial month ending on _____.

   B. Thereafter, you will pay $_____ rent per month, payable on or before the first day of each calendar month without prior demand, at the Landlord's office, _____ beginning _____, unless the rent is adjusted as described in paragraph 5. If the 1st day of the month is Saturday, Sunday or other day on which the Landlord's office is closed, then rent is payable on the next day on which the Landlord's office is open. A late payment penalty of $15.00 will be due and owing, if the rent is not paid by you on or before the fifth (5th) day of the month, regardless of whether the fifth (5th) day of the month is on a weekend, holiday or other day when the landlord's office is closed, your rent will be considered paid the fifth (5th) day if it is deposited in the drop box for your Landlord's office and received by us before 8:00 am on the next working day. Failure to pay rent by the fifth (5th) day of the month for two consecutive months or any three or more months during any consecutive twelve-month period will be grounds for termination of this Lease by the Landlord. Our acceptance of rent after the fifth (5th) day of the month in any one month, or our decision to charge and accept a late-payment penalty for payments made after the fifth (5th) day of the month, is not a waiver of our rights under this Lease and does not create an obligation on our part to accept your payment or your offer to pay rent (with or without payment of the penalty) in future months if you fail to pay rent the fifth (5th) of the month for two consecutive months or for three or more times during a consecutive twelve-month period. Our acceptance of rent on or after the sixth day of the month in any one month with your payment of the late-payment penalty amount for the that month: a) will never be construed or considered as a waiver of our right to terminate your Lease for any cause <u>other</u> than your failure to pay rent on time for that one particular month; b) does not create a right on your part to pay rent with the late penalty in future months; and c) shall not impair our right to terminate your lease <u>after</u> that one month as a result of your failure to pay your rent by the fifth (5th) day of the month for two consecutive months or for any three months during any consecutive twelve-month period, which <u>may</u> include that one particular month.

   C. Payment by you of rent or of any other amounts due under this Lease must be in the form of check or money order. Cash will not be accepted. If you pay rent or other charges with a check which is returned to us unpaid by your bank, you will be required to pay by money order or cashier's check in the future and may be required to pay a late-payment penalty as described above and to pay a returned check charge, as described in paragraph 17.

   D. Termination of your possession rights or subsequent re-letting of the Leased Premises/Property by us does not release you from liability for past-due rent or other unpaid charges.

E. We have no obligation to send out bills or statements for rent due.

F. At our option, we may apply any payment by you first to any of your unpaid obligations due to us, and then to unpaid rent, if any, regardless of any notations of the checks or money orders you give us.

5. **CHANGES IN RENT**.

A. You are aware and understand that at least some portion of the cost of construction, maintenance or operation of your lease premises by the Landlord is subsidized by the United States Department of Housing and Urban Development ("HUD") and that the rent to be paid by you under this Lease is determined by us according to HUD guidelines and regulations. As a result, the amount of your rent may be changed during the term of this Agreement as a result of Redetermination under Paragraph 22 of this Agreement, or if:

1) HUD or the Landlord determines, in accordance with HUD procedures, that an increase in rent is needed;
2) HUD or the Landlord changes any allowance for utilities or services considered in computing your rent;
3) Your household income from any source, the number of persons in your household or other factors considered in calculating your rent change and HUD procedures provide that your rent be adjusted to reflect the change;
4) HUD's procedures for computing your rent change;
5) It is determined that your rent was based on false or incomplete information you supplied (see Paragraph 19);
6) It is found that an error was made in calculation of your rent at the time of your admission or later re-examination. (You will not be charged retroactively for an error, which we made.)

B. Except as provided in Paragraph 22, changes in rent shall be effective on the first day of the month following the month in which the rent change determination is made by us. We will notify you of the new amount of your rent. The notice will state the effective date of the rent adjustment, and will also state that you may ask for an explanation of how your rent was re-computed.

C. You agree to accept a "Rent Adjustment Letter," reflecting a change in your rent as a result of one or more of these reasons, as an amendment to this Lease.
(Your initials: _____)

6. **LESSEE RULES AND REGULATIONS**. You agree to obey the Lessee Rules and Regulations. You further agree to obey all additional rules or amended rules adopted by the Landlord's after the effective date of this Agreement if: (1) the rules are reasonably related to the safety, care, comfort, convenience and cleanliness of the Landlord's property; and (2) we send written notice of the proposed rule or rule amendments at least 30 days before the rule or amended rule is enforced.

7. **CONDITION OF DWELLING UNIT**. By signing this agreement, you accept the Leased Premises/Property as is and acknowledge that the Leased Premises/Property are safe, clean and in good condition. You agree that all appliances and equipment in the Property are in good working order. You further acknowledge that we have made no promise to you to decorate, alter, repair or improve the Leased Premises/Property and as required to repair those items which materially affect the physical health or safety of an ordinary resident. You agree to accept our obligations under this Lease in lieu of and in substitution for any and all implied warranties under the law.

8. **DAMAGES AND REPAIRS**

A. DAMAGE AND REPAIRS. YOU AGREE TO IMMEDIATELY NOTIFY US IN WRITING OF ANY DAMAGES, DEFECTS OR MALFUNCTIONS ON YOUR PROPERY. WE ARE RESPONSIBLE FOR THE REPAIR OF DAMAGES TO OR DEFECTS ON THE PROPERTY WITHIN A REASONABLE TIME AFTER NOTICE OF THE DAMAGE OR DEFECT IS RECEIVED FROM YOU, PROVIDED THAT IF THE DAMAGES WERE CAUSED BY YOU, YOUR HOUSEHOLD MEMBERS OR GUESTS, THE REASONABLE COST OF THE REPAIRS SHALL BE CHARGED TO YOU, PAYABLE ON OR BEFORE THE FIFTEENTH (15TH) DAY AFTER WE GIVE YOU WRITTEN NOTICE OF THE CHARGES. IF YOU ARE FOUND TO BE NEGLIGENT IN THE STARTING OF FIRES, YOU WILL BE CHARGED THE LESSER OF THE DEDUCTIBLE APPLICABLE TO OUR INSURANCE POLICY OR THE ACTUAL COST TO REPAIR THE DAMAGE.

You understand and agree that there is a possibility that lead-based paint exists in the Leased Premises/Property and that the presence of lead-based paint is not a defect under this paragraph.

B. Smoke Detectors. We will furnish and test smoke detectors as required by statute and provide working batteries when you first take possession of the Leased Premises/Property. After that, you must pay for and replace batteries as needed. We may replace dead or missing batteries and charge you for the cost, without prior notice to you. You must immediately report smoke-detector malfunctions to us. We will inspect or repair the smoke detectors, but only if you give us notice of a malfunction or request that they are inspected or repaired. You must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working battery. If you do so, you may be subject to damages, civil penalties and attorney's fees under the Texas Property Code. If you, your household members or guests damage or disconnect the smoke detector(s) or remove a battery without replacing it with a working battery, causing it to malfunction, you may also be liable to us and others for any resulting loss or damage from fire, smoke or water. Your failure to maintain a functional smoke detector(s) in your Leased Premises/Property shall constitute a material violation of this Lease.

C. YOU WILL ALSO BE CHARGED WITH THE ACTUAL COST TO US FOR REPAIRS AND/OR DAMAGE TO THE LEASED PREMISES/PROPERTY AREA CAUSED BY YOU, YOUR HOUSEHOLD MEMBERS, GUESTS OR ANY PERSON UNDER YOUR CONTROL. THESE CHARGES WILL BE PAYABLE AS PROVIDED IN PARAGRAPH 16.

9. **JOINT LIABILITY AND RESPONSIBILITY**. You agree that each Lessee (named in Paragraph 1and 2 of this Lease are jointly and severally liable and responsible with any and all other Lessee(s) named in that Paragraph for the performance of all duties and obligations of Lessee(s) under this Lease. This Lease may be terminated as to all Lessee(s) named in Paragraph 1 and 2 of this Lease as a result of a violation of this Lease by any one or more of such Lessee(s).

10. **ENTRY OF DWELLING DURING RESIDENCY**. You agree that our authorized agent, employee, representative or contractor will be permitted to enter your Property for the purpose of performing routine inspections, maintenance, improvements, and repairs, or to show the Leased Premises/Property for re-leasing, or for determining occupancy of the Property when reasonable doubt exists as to your occupancy therein. Such entry may be made only during reasonable hours after you have been provided at least 48 hours advance notice by our written statement specifying the purpose of the proposed entry, delivered to your Property. However, we have the right to enter your Property without advance notice if we have reasonable cause to believe that an emergency exists which requires such entry: an "emergency" includes the presence of a law enforcement officer with a warrant to search the Leased Premises/Property or any part of the Leased

Premises/Property. If you are absent from the Leased Premises/Property when we come to perform maintenance or repairs requested by you, your request for maintenance or repairs shall constitute permission for entry in your absence. We will leave, in the Property, a written statement specifying the date, time and purpose of entry prior to leaving the Property whenever entry is made when you and all members of the household are absent. Entry under the conditions stated in this Paragraph shall not be considered an invasion of privacy or a breach of any warranty of quiet enjoyment. Any evidence of criminal activity, including drug-related criminal activity, discovered by our authorized agents, employees, representative or contractors in the course of such entry may be reported by us to the proper law enforcement agencies.

11. **KEYS**. You will be provided two (2) Property keys. You may not duplicate or allow others to duplicate such keys. Your spouse or any household member who has moved out according to a remaining occupant's written affidavit is no longer entitled to keys. You agree not to install additional or different locks or gates on any doors or windows of the Property.

12. **LIVE-IN AIDES**. Live-in aides are allowed when an elderly or disabled resident cannot live independently and such dependence on another person for daily living needs has been verified in writing by a physician and approved by the Landlord. Such aides will be required to undergo a background investigation before they are allowed to live in the Leased Premises/Property. The aide can no longer reside in the Leased Premises/Property, after the elderly or disable resident has vacated. Aides will be required to vacate the Leased Premises/Property for non-compliance with Landlord's policies or those provisions of the Lessee's Lease which pertain to the appropriate maintenance, use and occupancy of the Leased Premises/Property or damage to the Leased Premises/Property.

13. **MODIFICATIONS TO LEASE**.

    A. We may modify this Lease and all policies, rules and charges which are a part of this Lease by attachment or by reference, provided we give you at least a thirty (30) day written notice setting forth the proposed modification and providing you the opportunity to present written comments which shall be taken into consideration by us prior to the proposed modification becoming effective. A copy of such notice shall be either delivered directly or sent prepaid first class mail to your Leased Premises/Property.

    B. This Lease and any future adjustments of rent and any changes indicated above, evidence the entire agreement between us and you. No other changes shall be made except by a written rider, signed and dated by all parties to this Lease. However, nothing shall preclude us from also modifying this Lease to take into account revised provisions of law or government action.

14. **NOTICE PROCEDURES**. Any notice required hereunder from the Landlord to you (excluding a Notice of Lease Termination) will be in writing and delivered to you or to an adult member of your household residing in the Leased Premises/Property, or sent by prepaid first class mail properly addressed to you at the Property address shown in Paragraph 1 of this Lease. Any notice from you to the Landlord must be in writing and either delivered to the office of the Landlord at _____, or sent to the Landlord by prepaid first class mail to _____ _____. Unopened, canceled, first class mail returned by the U.S Postal Service shall be sufficient evidence that notice was given, whether receipts have been signed by the addressee or not.

15. **OTHER OBLIGATIONS AND RIGHTS – LANDLORD**. We agree to:

    A. Comply with requirements of applicable building codes, housing codes, state laws and HUD regulations materially affecting health and safety.

B. Make necessary repairs to the Leased Premises/Property, within a reasonable time period, upon receiving appropriate notice from you.

C. Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances (including elevators) supplied or required to be supplied by the Landlord.

D. Submit a billing to you for maintenance and repair work (beyond normal wear and tear) caused by you, your household members or guests.

E. We may exclude from your Leased Premises/Property any of your relatives, guests or other persons who, in our sole judgment and discretion, have been violating the law, violating this Lease, or any Property rules, or disturbing other residents, neighbors or visitors. We may also exclude from the Property a person who refuses to submit to photo identification or refuses to identify himself or herself as a resident, occupant or guest.

In addition to the foregoing:

F. We will notify you in writing of the specific grounds for any proposed adverse action (including, but not limited to, proposed lease termination, rent increase and charges for maintenance or repair).

1) In the case of lease termination, a Notice of Lease Termination given in accordance with paragraph 24 shall constitute adequate notice of proposed adverse action.
2) In the case of a proposed adverse action other than a proposed lease termination, we shall not take the proposed action until the time for you to request.

16. **OTHER OBLIGATIONS – RESIDENT**. In addition to your other obligations in this Lease you agree:

A. Not to assign the Lease, to sub-lease any part of the Leased Premises/Property, to transfer possession of any part of the Leased Premises/Property to anyone, or to allow anyone other than those household members listed in Paragraph 2 of this Lease to represent in any way to another governmental agency or public body (for example, school district, Department of Public Safety, U.S Postal Service, or police department) that they reside at the Leased Premises. This includes allowing others to receive mail at the Leased Premises.

B. Not to provide accommodation to boarders, lodgers or long-term guests (in excess of fourteen (14) days per year), or other persons not listed on the Lease, except that you may, with written approval, give accommodations to a live-in-aide as defined and provided in paragraph 12.

C. To use the Leased Premises/Property solely as a private resident for you and your household members as identified in this Lease and not to use or permit its use for any other purpose (such as a profit-making activity) without our express consent in writing.

D. To abide by and assure that your household members and guests abide by such necessary or reasonable regulations as may be set forth by us from time to time for the benefit and well-being of you and your household members and which are incorporated in the Lease by this reference. This includes abiding by the Quiet Time provisions of paragraph 21.

E. To comply with all obligations imposed upon you by applicable provisions of City, State and Federal building and housing codes materially affecting health and safety.

F. To keep the Leased Premises/Property and such other areas (including exterior areas) of the Leased Premises/Property as may be assigned for your exclusive use, in a clean and safe condition [Scattered-site Lessee(s) must provide lawn-care for the Leased Premises/Property]; and to properly dispose of any trash, garbage, rubbish, debris and other waste, regardless of its source or origin, found or located on the Leased Premises/Property.

G. To dispose of all ashes, trash, garbage, rubbish and other waste from the Leased Premises/Property in a sanitary and safe manner and to refrain from and cause members of the Lessee's household or guests to refrain from littering or leaving trash on the Property.

H. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances, including elevators and to refrain from the use of electrical appliances if we determine that such use would result in a hazardous condition.

I. TO PAY, ON OR BEFORE THE FIFTEENTH (15TH) DAY AFTER WRITTEN NOTIFICATION BY US, REASONABLE CHARGES (OTHER THAN FOR NORMAL WEAR AND TEAR) FOR THE REPAIR OF DAMAGES TO THE LEASED PREMISES/PROPERTY CAUSED BY YOU, YOUR HOUSEHOLD MEMBERS OR A GUEST. FAILURE OT PAY SUCH CHARGES BY THE DUE DATE WILL BE CONSIDERED A SERIOUS VIOLATION AND GROUNDS FOR TERMINATION OF THIS LEASE.

J. To act and cause your household members, guests or other persons under your control to act in a manner which will not disturb other neighbor's peaceful enjoyment of their properties.

K. To live peacefully with neighbors in which the Leased Premises/Property are located, to maintain peace within your household and not to make or create a nuisance.

L. To assure that you, any member of your household, a guest, or another person under your control, shall not engage in:

1) Any criminal or other activity (to include lewd behavior) that threatens the health, safety, or right to peaceful enjoyment of the neighbors. "Criminal Activity" means any conduct prohibited by the Texas Penal Code or by any other statute of the State of Texas or of the United States for which a term of confinement in jail or prison is a potential punishment, and includes "violent criminal activity" which means any criminal activity that has, one of its elements, the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably like to cause, bodily injury or property damage or

2) Any drug-related criminal activity on or off of the Leased Premises/Property. The term "criminal activity" means the illegal possession, manufacture, sale and distribution, use, or possession with the intent to manufacture, sell, distribute, or use, of a controlled substance, controlled substance analogue, chemical precursor, or drug paraphernalia. For purpose of this Paragraph 16 (L)(2), the terms "controlled substance," "controlled substance analogue," "chemical precursor," and "drug paraphernalia" shall have the same meaning as in Chapter 481 of the Texas Health and Safety Code or in Section 102 of the Federal Controlled Substances Act (21 U.S.C. Sec. 802). Nothing in this Lease shall be construed to require us to prove any specific criminal intent in our efforts to enforce this Paragraph 16 (L)(2) or

3) An abuse or pattern of abuse of alcohol that the Landlord determines affects with the health, safety or right to peaceful enjoyment of any Neighbors.

[Any activity listed in Paragraph 16 (L) above shall be treated as a serious violation of the material terms of the Lease and shall be cause for immediate termination of tenancy and eviction from the Leased Premises/Property. Arrest and conviction are not necessary to trigger termination of tenancy and eviction.].

M. To ensure that you or your household members do not allow or invite any person who has been excluded from your Leased Premises/Property under the provisions of this Lease onto or into your Property or other parts of the Leased Premises/Property.

N. To refrain from, and cause your household members or guests to refrain from, destroying, defacing, damaging, or removing any part of the Leased Premises/Property and to refrain from and cause your household members or guests to refrain from illegal or other activity which impairs the physical or social environment of the neighborhood.

O. Upon vacating the Leased Premises/Property, to leave the Leased Premises/Property in a clean condition, reasonable wear and tear excepted, and to return the keys to the Landlord on the first business day after you vacate the Leased Premises/Property or pay the cost of the replacement if they are not returned.

P. To refrain from, and cause members of your household to refrain from, keeping, maintaining, harboring, or boarding any dog, cat, livestock, or animal of any nature on the Leased Premises/Property, even temporarily, unless authorized in accordance with paragraph 20.

Q. To assure that you, your household members, and your guests do not: discharge a firearm, BB gun, or pellet gun anywhere on the property; or display or possess a gun, knife, or other weapon in a way that may alarm others.

R. To abide by and cooperate with policies adopted by us or reasonable request made by us concerning the safety and cleanliness of the Leased Premises/Property under the provisions of HUD's Public Housing Assessment System.

S. To use customary diligence in maintaining the Leased Premises/Property. Unless authorized by statute or by us in writing, you agree that you and your household members will not, and will not allow other persons, to: (1) perform any repairs, paint, wallpaper, carpet, make electrical changes, or alterations of our property; (2) place or attach signs or fences on the Leased Premises/Property; (3) install fans, heaters, air conditioners, antennas, satellite dishes, or additional phone or TV cable outlets; (4) change, add, or re-key locks; (5) deface, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices; (6) keep water furniture in your dwelling unit. No holes, stickers or contact paper are allowed inside or outside the Leased Premises/Property, but a reasonable number of small nail holes for hanging pictures on sheetrock walls are permitted. When you move in, we will supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the Leased Premises/Property; after move-in, you must replace them at your expense with bulbs of the same type and wattage.

T. To notify us in advance if you and your household members plan to be away from the Leased Premises/Property for more than seven (7) consecutive days.

U. To act in a cooperative manner with neighbors and the Landlord staff, and to refrain from and cause your household members and guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors or the Landlord staff.

V. To take reasonable precautions to prevent fires; to refrain from storing or keeping flammable materials upon the Leased Premises/Property or storing anything in closets having gas appliances; to refrain from tampering with utilities, bringing hazardous materials into the Leased Premises/Property, or using candles or kerosene lamps.

W. TO PAY CHARGES FOR DAMAGES CAUSED BY FIRE OR SMOKE THAT ARE A DIRECT RESULT OF NEGLIGENCE ON THE PART OF YOU, ANY HOUSEHOLD MEMBER, OR GUEST, AS DETERMINED BY THE FIRE DEPARTMENT. SUCH FIRE AND SMOKE DAMAGE CHARGES SHALL BE THE AMOUNT OF THE REPAIR/REPLACEMENT ACTUAL COSTS, OR THE DEDUCTIBLE AMOUNT ON THE LANLORD'S FIRE INSURANCE POLICY, WHICHEVER IS LESS.

X. To avoid obstructing sidewalks, walkways, corridors, areaways, galleries, passages, elevators, or stairs and to avoid using these for purposes other than going in and out of the Leased Premises/Property.

Y. To use reasonable care to keep the Leased Premises/Property in such a condition as to ensure proper health and sanitation for you, your household members, and neighbors; to notify us immediately of any conditions in or about the Leased Premises/Property that are hazardous to the health and safety of you, your household members or other residents or that are in need of repair. Your failure to promptly report the need for repairs in a timely manner shall be considered a contributing cause to any further damages that occur, for which you may be charged.

Z. To remove from the Leased Premises/Property any vehicle without valid or current registration and inspection stickers; to refrain from parking any vehicles in any right-of-way or fire lane; and to refrain from automobile maintenance and repairs on Leased Premises/Property.

AA. To use the Leased Premises/Property as your sole and only residence and to not receive assistance for the occupancy of any other housing assistance under any Federal housing assistance program; and

BB. To refrain from and to assure that your household members, guests, or other persons under your control refrain from soliciting business or contributions anywhere on the property, without prior written approval from us.

17. **OTHER CHARGES.**

A. DAMAGES OR PURCHASE OF CONSUMABLE PRODUCTS. CHARGES WILL BE ASSESSED AGAINST YOU ACCORDING TO THE APPROVED SUMMARY OF LESSEE CHARGES POSTED IN THE LEASED PREMISES/PROPERTY OFFICE AND INCORPORATED HEREIN BY REFERENCE, FOR MAINTENANCE, SERVICE, AND REPAIRS BEYOND NORMAL WEAR AND TEAR PERFORMED BY US. "NORMAL WEAR AND TEAR" MEANS DETERIORATION THAT RESULTS FROM THE INTENDED USE OF A DWELLING, INCLUDING BREAKAGE OR MALFUNCTION DUE TO AGE OR DETERIORATED CONDITION, THE TERM DOES NOT INCLUDE DETERIORATION THAT RESULTS FROM NEGLIGENCE, CARELESSNESS, ACCIDENT, OR ABUSE OF THE LEASED PREMISES/PROPERTY, EQUIPMENT, OR OTHER PROPERTY BY THE LESSEE, BY A MEMBER OF LESSEE'S HOUSEHOLD, OR BY A GUEST OF THE LESSEE. YOU WILL ALSO BE CHARGED FOR SERVICES OR REPAIRS (BASED ON THE ACTUAL COST TO US FOR THE LABOR

AND/OR MATERIALS REQUIRED DUE TO THE INTENTIONAL OR NEGLIGENT DAMAGE TO THE PROPERTY CAUSED BY YOU, A MEMBER OF YOUR HOUSEHOLD, YOUR GUESTS, OR OTHER PERSONS UNDER YOUR CONTROL.

B. LATE CHARGES. If you do not pay the rent that is due and payable on the first day of the month by the 5th day of the month (regardless of whether the 5th day is a weekend or holiday), we may accept your payment of rent, but you will be charged a late-payment penalty of $15.00, as provided in Paragraph 4 (B).

C. RETURN CHECK FEE. You will pay a return check fee of $25.00 if your check, given to us on or before the 5th day of the month, is not honored for payment and is returned to us unpaid. In addition, if the unpaid check is not replaced by cash, cashier's check, or money order by the 5th day of the month, we will require you to pay the late-payment penalty described in Paragraph 4 (B). if we choose to accept the replacement payment.

D. SECURITY DEPOSIT. See paragraph 23.

E. YARD CLEANUP REIMBURSEMENT. You hereby agree to keep the lawn, yard, steps, and porches outside of or surrounding the property clean and clear of all clutter, trash, garbage, rubbish, debris, and other waste. In the cleaning or clearing by you under this Lease, we will give you at least twelve (12) hours' notice to do so. In the event you fail to do so within that period, the Landlord will clean and clear such areas, and in that event, you will be assessed a Yard Cleanup Reimbursement charge for each such occurrence in the amount provided by the Landlord in a form of a professional services receipt, which is here and incorporated by reference. (Your initials:_____).

F. DUE DATE FOR CHARGES. All charges listed in this Paragraph 17 shall be due and payable on or before the fifteenth (15th) day after we give you written notice of the charges. Failure to pay any of such charges by the due date shall be grounds for termination of this Lease. If the fifteenth (15th) day of the month is on a weekend, holiday, or other day when the Landlord's office is closed, the charge will be considered paid on the fifteenth (15th) day if it is deposited in the drop box of your Landlord's and received by us before 8:00 am on the next working day.

G. **LANDLORD REPRESENTATION BY AN AGENT IN JUSTICE COURT**. You agree that all of the charges described in this Paragraph 17 may be considered "rent" for purposes of Rule 747a of the Texas Rules of Civil Procedure, and that the Landlord may be represented in the Justice Court by a non-attorney representative of the Landlord in any suit seeking, in whole or in part, payment of such charges, a judgment against you for such charges, or your eviction as a result of your failure to pay such charges within the required time period.

18. **PARKING:** The Landlord may regulate the time, manner and place of parking cars, trucks, motorcycles, bicycles, boats, trailers and recreational vehicles. The Landlord may have improperly parked vehicles removed from the Leased Premises/Property and may be removed by the Landlord at the owner's expense of the Lessee or other owner if:

A. Lacks current registration or inspection stickers, has a flat tire, is on blocks or jacks, has tires or wheels missing, is leaking fluids, disabled, damaged or otherwise inoperable;

B. Is parked in any portion of a yard area, or on the grass, sidewalk, patio or other area not intended for parking;

C. Occupies the area between the property line and the street curb;

D. Belongs to a Lessee or Lessee household member who has surrendered, abandoned, or otherwise vacated the Lessee's Leased Premises, or who has been excluded from the property;

E. Is an over-sized vehicle such as a semi-tractor, trailer, camper, or industrial vehicle.

19. **PENALTIES FOR SUBMITTING FALSE INFORMATION**. Knowingly giving us false information regarding income or other factors considered in determining your eligibility, rent constitutes material noncompliance with the Lease and may result in termination of your tenancy.

20. **PETS**. Common household pets are only allowed in accordance with the Landlord's Pet Policy. The provisions of this Lease apply to support animals and all mammals, reptiles, birds, fish, rodents and insects – regardless of whether you consider the animal a "pet." You must not feed stray or wild animals. If a pet is allowed under the Pet Policy, Lessee must sign a separate pet agreement and agree to comply with the provision of the Policy. Certain allowances to the rules apply to support animals for visually handicapped persons. Violations of the Pet Policy by you, any member of your household, your guest, or any occupant of the Leased Premises (with or without your knowledge) may be grounds for removal of the pet or termination of your tenancy (or both), in accordance with Federal, State or local law.

    If an animal has been in your residence at any time during your term of occupancy (with or without our consent) we will charge you for defleaing, deodorizing and shampooing. We may remove an unauthorized pet by leaving a 24 hours' prior written notice of intent to remove the pet. We may keep or kennel the pet or turn it over to a humane society or local authority. When keeping or kenneling an animal, we will not be liable for loss, harm, sickness or death of the animal, unless due to our negligence. We will return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges while the animal was in our possession.

21. **QUIET TIME**. A 10:00 pm quiet time is to be observed by you, members of your household and guest(s). No loitering or gathering is allowed on porches, driveways or outdoors or in any other place on the property after this time. In consideration of persons who work, noise from radios, television, etc. must be kept to a minimum after 10:00 pm.

22. **REDETERMINATION OF RENT, FAMILY COMPOSITION, DWELLING SIZE AND ELIGIBILITY**.

    A. Annual. Every year on or about _____ we will request that you provide information regarding the income and composition of your household and supply any other information and certifications required by us or by HUD for the purpose of determining your eligibility, rent. You agree to provide accurate statements of this information and to comply with the Landlord's requests to sign releases so that the Landlord may obtain information from third-party sources, and to do so by the date specified in our request. We will verify the information supplied by you and use it for the purpose of determining your rent, eligibility. Failure to provide the required re-determination information by the date specified in our request or any misrepresentation in the information submitted to us shall constitute a serious violation of this Lease and shall be grounds for termination of the Lease by us.

    B. Interim. (Changes between regularly-scheduled redeterminations). You agree to advise us immediately if any of the following changes occur: (1) the number of your household members' changes; (2) your household income changes; (3) any other factors used in calculating your rent change. Your rent may be changed as a result.

C. Repayment Obligation. If you submit false information on any application, certification, or request for interim adjustment or fail to report interim changes in family income, composition, or other factors as required above, and as a result, are charged a rent less than the amount required by HUD's rent formulas, you agree to immediately reimburse the Landlord for the difference between the rent you should have paid and the rent you were actually charged.

23. **SECURITY DEPOSIT/SURRENDER/ABANDONMENT/DISPOSITION OF ABANDONED PROPERTY**.

A. Security Deposit. At the time of your signature on this Lease, a security deposit of 1 (One) months lease fee $_____ must be deposited by you with the Landlord. The Security Deposit is for possible use by us after you vacate the Leased Premises/Property (for any reason) to cover the costs of necessary cleaning or repairs to the Leased Premises/Property beyond reasonable wear and tear, if caused by you, a member of your household or your guest(s). The Security Deposit may not be used to pay rent or other charges while you are in occupancy. We will hold this Security Deposit for the period that you occupy the unit and for up to 30 days thereafter. After the unit is surrendered or abandoned (see B. & C. below) or vacated for any other reason, the amount of the refund to which you may be entitled will be determined in accordance with the following conditions and procedures:

1) YOU WILL BE EIGIBLE FOR REFUND OF YOUR SECURITY DEPOSIT ONLY IF:
   a. THERE IS A BALANCE REMAINING AFTER THE DEDUCTION OF APPLICABLE CHARGES; AND
   b. YOU PROVIDE US WITH A WRITTEN STATEMENT OF FORWARDING ADDRESS OR COME TO THE LANDLORD OFFICE IN PERSON AT THE END OF 30 DAYS TO COLLECT THE SECURITY DEPOSIT.
2) IF YOU ARE ELIGIBLE FOR A REFUND THE LANDLORD WILL REFUND THE AMOUNT OF THE SECURITY DEPOSIT LESS ANY AMOUNT NEEDED TO PAY THE COST OF:
   a. UNPAID RENT TO INCLUDE UP TO 30 DAYS' RENT IF 30 DAYS' NOTICE OF LEASE TERMINATION IS NOT GIVEN BY YOU;
   b. MAINTENANCE AND REPAIR CHARGES FOR INTENTIONAL OR NEGLIGENT AND DAMAGES TO THE LEASED PREMISES THAT ARE NOT DUE TO NORMAL WEAR AND TEAR FOR INTENTIONAL OR NEGLIGENT DAMAGES TO THE LEASED PREMISES/PROPERTY;
   c. CHARGES FOR LATE PAYMENT OF RENT AND RETURNED CHECKS;
   d. CHARGES FOR UNRETURNED KEYS;
   e. CLEANING CHARGES; AND
   f. ANY OTHER UNPAID CHARGES PROVIDED FOR IN THIS LEASE (ATTORNEY'S FEES, COURT COSTS, NON-ROUTINE CLEANING, SMOKE DETECTOR BATTERIES, ETC.)
3) THE LANDLORD WILL MAIL YOUR SECURITY DEPOSIT REFUND (LESS ANY DEDUCTIONS) AND AN ITEMIZED ACCOUNTING OF ANY DEDUCTIONS NO LATER THAN 30 DAYS AFTER YOU VACATE, SURRENDER, OR ABANDON THE LEASED PREMISES/PROPERTY, UNLESS THE LAW PROVIDES OTHERWISE OR YOU HAVE COMPLIED WITH PARAGRAPH 23 (A) ABOVE.

B. Surrender. You surrender the Leased Premises/Property on the date of or the earlier of the following:
1) All keys have been turned in and rent is paid; or
2) Your move-out date has passed and, in our reasonable judgment, no resident or occupant is living in the property.

C. Abandonment. Abandonment terminates this Lease and ends your right of possession for all purposes. You "abandon" the Leased Premises/Property when, in the reasonable judgment of the Landlord of the Leased Premises/Property:

1) You and all household members are absent from the Leased Premises/Property for fourteen (14) consecutive days without prior notice to us;
2) Clothes, furniture and personal belongings have been substantially removed from the Leased Premises/Property, in our reasonable judgment;
3) No one has been in the Leased Premises/Property for five (5) consecutive days while the rent or other charges are due and unpaid;
4) Ten (10) days have passed since the death of a sole resident; or
5) Individuals other than the Lessee(s) named above are the only persons living in the Leased Premises.

If you have abandoned the Leased Premises/Property, the Landlord may secure your abandoned leased premises against vandalism and attach a notice of entry to the door of said Leased Premises/Property stating that we consider the Leased Premises/Property to be abandoned. If there is no response to this notice of entry from you within forty-eight (48) hours after posting or if substantially all your belongings have been removed, your right of possession is terminated for all purposes and the Landlord will take immediate possession of the Leased Premises/Property, provided that the rent still remains unpaid.

D. Disposition of Abandoned Property.
1) If the Leased Premises/Property have been surrendered or abandoned, or if Lessee has been judicially evicted, the Landlord may remove and/or store all property remaining in the Leased Premises/Property or common area, including vehicles owned or operated by Lessee.
2) Except for animals and items with little or no value as provided below, the Landlord has a duty to store property removed from the Leased Premises/Property which have been surrendered or abandoned, but the Landlord shall not be liable for casualty, loss or theft by others. The Landlord has no duty to store property removed after judicial eviction, but if the Landlord chooses to store same, the Landlord shall not be liable for casualty, loss, or theft by others.
3) If property has been removed and stored by the Landlord after surrender, abandonment, or judicial eviction, you may redeem the property if you pay all charges which have been incurred by the Landlord for packing, removing and storing such property.
4) You agree that property removed after the Leased Premises/Property have been surrendered, or abandoned, and not redeemed by you on or before the 30th day thereafter, or property left outside for more than one hour after a Writ of Possession is executed following judicial eviction, shall be deemed to be of no value and to have been abandoned, and may be disposed of by us in any manner we consider appropriate.

E. Nothing in this Paragraph 23 shall limit the Landlord's right to immediately dispose of trash or other property appearing to have no value, left in the Leased Premises after the Leased Premises have been surrendered or abandoned by you, or after judicial eviction. Costs of disposal shall be assessed against you accordingly.

24. **TERMINATION OF LEASE**.

A. You may terminate this Lease by giving the Landlord 30 days' written notice, in the manner required by Paragraph 14, of your intention to move out. If you do not give the full 30-day notice, you will be liable for rent up to the end of the 30-day period for which notice was required or to the date the unit is re-rented, whichever date comes first.

B. We may terminate this Lease for:
1) Serious or repeated violations by you of material terms of this Lease, including, but not limited to:

i. One or more serious violation by you or a member of your household that:
    1. Disrupt the livability of the neighborhood;
    2. Adversely affect the health or safety of any person or the right of any other resident to their quiet enjoyment of their leased premises;
    3. Interfere with the management of the Leased Premises/Property or
    4. Have an adverse financial effect on the Leased Premises/Property

ii. Repeated minor violation of the Lease.

iii. Your misrepresentation of or failure to timely supply all required information regarding assets, income and family composition or other eligibility factors of your household (including, but not limited to a failure to meet the disclosure and verification requirements for Social Security numbers, or failure to sign and submit consent forms for the obtaining of wage and claim information from the wage information collections agencies) or knowingly providing incomplete or inaccurate information.

iv. Repeated late payment of rent, which shall be defined as the failure to pay the amount of rent due, on or before the fifth (5th) day of the month (with or without the timely payment of the late-payment penalty for that month), for two consecutive months or three times within a consecutive 12-month period.

v. Failure to pay any other charges or financial obligations due under this Lease by the due-date.

vi. Serious or repeated damage to the Leased Premises/Property, or the creation of physical hazards in the property by you or a member of your household, a guest, or other person(s) under your control.

vii. Your failure to accept our request for a revision to your existing Lease under any new lease form adopted by the Landlord after the Landlord has notified and complied with the Galveston County Landlord Assistance Program for proposed lease changes. We will give you 30 days' written notice of our request for a lease revision before it is scheduled to take effect. The notice must specify a reasonable time limit within those 30 days for your acceptance.

viii. Your failure to keep your Leased Premises/Property and other areas of the Leased Premises/Property in a clean and safe condition, as required they the Landlord.

ix. Other good cause.

2) Any of the following types of activity by you, your household, a guest, or another person(s) under your control (as identified in 24 C.F.R. Sec. 5.100):

i. Criminal or other activity (to include lewd behavior) on or near property owned by the Landlord that threatens the health, safety or right to peaceful enjoyment of the Leased Premises/Property by other residents or neighbors or that threatens the health, safety, or right or peaceful enjoyment of their residence by persons residing in the immediate vicinity of the Landlord's premises. "Criminal Activity" means any conduct prohibited by the Texas Penal Code or by any other statue of the State of Texas or the United States for which a term of confinement in jail or in prison is a potential punishment, and includes "violent criminal activity," which means any criminal activity that has, as one of its elements, the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage, or involves the illegal possession or use of firearms or other dangerous weapons.

ii. Drug-related criminal activity on or off the Leased Premises/Property. The term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance, controlled substance analogue, or chemical precursor, or the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of drug paraphernalia. For purposes of this Paragraph 24, the

terms “controlled substance,” “controlled substance analogue,” “chemical precursor,” and “drug paraphernalia” shall have the same meanings as in Chapter 481 of the Texas Health and Safety Code or in Section 102 of the Federal Controlled Substance Act (21 U.S.C Sec. 802). Nothing in this Lease shall be construed to require us to prove any specific criminal intent in our efforts to enforce this Paragraph 24.

iii. Alcohol abuse or a pattern of alcohol abuse that the Landlord has interferes with the health, safety, or right to peaceful enjoyment by others.

iv. Illegal use of a drug or a pattern of illegal use of a drug that interferes with the health, safety, or right to peaceful enjoyment of the residents and neighbors.

The activities listed shall be treated as serious violations of the material terms of the Lease and shall be cause for the immediate termination of your tenancy and your eviction from the Leased Premises/Property. Arrest and conviction are not necessary to trigger termination of tenancy and eviction. The burden of proof in any civil proceeding filed by us based upon these activities described, shall be by a preponderance of the evidence, and we shall never be required to prove such activity by the standard of proof used for criminal conviction (i.e., beyond a reasonable doubt).

C. The specific mention in this Lease that certain violations are considered serious violations and/or grounds for termination do not prohibit us from asserting in any proceeding that other violations of this Lease are serious violations and grounds for termination of this Lease.

D. If we elect to terminate this Lease, we will give written notice of lease termination of:

1) Fourteen (14) days in the case of failure to pay rent;
2) A reasonable time but not more than 30 days, depending on the seriousness of the situation, when the health or safety of other residents or neighbors is threatened, or if the termination is based upon Lease violation mentioned herein this Lease; and
3) Fourteen (14) days in all other cases.

As permitted by 24 C.F.R. Sec. 966.4, a Notice to Vacate, as may be required under the laws of the State of Texas, may be combined with the run concurrently with a Notice of Lease Termination. The notice shall specify that if you fail to vacate the Leased Premises/Property within the applicable period, suit will be brought against you, and that you will be obligated to pay court costs, attorney’s fees, or other costs associated with the lease termination or eviction if we prevail in court.
(Your initials_____) (Landlord’s initials_____)

E. If we give you notice of the lease termination, we may still accept rent or other sums due, and the acceptance of rent or other sums due does not waive or diminish our right to institute or continue eviction proceedings or our other rights under this Lease.

F. The notice of lease termination to you shall state specific grounds for termination and shall inform you of your right to : (1) make such reply as you may wish; (2) examine our documents directly relevant to the termination or eviction decision. Procedures are not available to you when the reason for our termination of this Lease involves a threat to the safety or health of others, their guests, our staff, or involves drug-related criminal activity or alcohol abuse.

G. You must not holdover beyond the date contained in our notice to you of the lease termination. If holdover occurs, you agree that you will be liable to us for holdover rent and for all other charges which would have been due from you in the absence of our notice of lease termination, at the same rate as provided in this Lease.

25. **SAFETY AND SECURITY**. You, your household members, and guests must exercise due care for your own safety and security. We will not be liable to you, any members of your household, any guest, or occupant for personal injury or for any damages or loss to personal property caused by other persons not employees or agents of the Landlord, including theft, burglary, assault, vandalism, or other crime. The Landlord has no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. You will not consider any security measures we undertake as an express or implied warranty of security or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, the Landlord will not be liable to you, your household members, or any guests or occupants for personal injury or damage or loss to your personal property (furniture, jewelry, clothing , etc.) from water leaks, assault, theft, burglary, vandalism, fire, water, rain, hail, smoke, lightning, wind, explosions, sonic booms, acts of God, interruption of utilities, or other causes whatsoever, unless the same is due to the intentional acts or omissions or negligence of the Landlord or of our representatives. We strongly recommend that you secure your own insurance to protest yourself against all of the above occurrences. You agree that existing locks and latches are safe and acceptable, subject to our duty to make needed repairs of same upon written request by you. The Landlord shall have no duty to furnish smoke detectors, security guards, security lighting, security gates or fences, or additional locks and latches, except as required by law. If these things are provided at the Leased Premises/Property, Lessee acknowledges that they are for the protection of the Landlord's property only, and are not to be relied on by Lessee as protection for Lessee or Lessee's property. Any notice or request you give to us regarding doorknob locks, door viewers, keyed deadbolts, keyless bolting devices, sliding door pin locks, sliding door security bars, or window latches must be in writing. You are required to pay for repair or replacement of a security device if the repair or replacement is necessitated by misuse or damage by you, a member of your household, or your guest, and not by normal wear and tear: misuse or damage to a security device that occurs during your occupancy is presumed to be caused by you, a member of your household or guest.

26. **UTILITIES AND APPLIANCES**. An Allowance for Utilities will be credited to the rent amount. The "Allowance for Tenant-Furnished Utilities and Other Services" will be used to determine the amount of the utility credit. The Lessee will be responsible for arranging and paying for all utilities and utility deposits. All utilities will be in Lessee's name. The Landlord shall deduct $_____ from rent each month. In addition, Landlord agrees to furnish a range and refrigerator in working order.

You agree to comply with all applicable laws, regulations, and guidelines of all governmental entitle regulating utilities or fuels. Illegal tampering with utility metering devices, pursuant to the Texas Penal Code, shall be considered a serious violation of this Lease and grounds for termination of the Lease.

If your electricity is ever interrupted, you agree to use only battery-operated lighting. Candles or oil burning lamps are NOT acceptable and must never be used.

You agree to maintain sufficient heat to prevent freezing of piped water. If for any reason, you are unable to maintain sufficient heat, you shall immediately notify us. Any damage to the Leased Premises/Property resulting from such failure to provide immediate notice shall be deemed to have been caused by you for the purposes of this Lease.

27. **NO WAIVER**. Any delay, forbearance, or failure by us to exercise any right or power under this Lease (such as delay or forbearance in terminating this Lease) shall not impair our right to exercise such right or power at a later time nor be construed as a waiver of such right or power.

    No waiver by us of any default or violation of this Lease by you shall be deemed to be a waiver of any other or subsequent default by you, nor shall any such waiver be deemed to be a continuing waiver. No single or partial exercise by us of any right or power under this Lease shall preclude other or further exercise of such right or power by us, or the exercise by us of any other right or power under this Lease. In particular, you agree that the acceptance by the Landlord of payments by you of rent or other charges due under this Lease after some act or omission by which would entitle the Landlord to terminate this Lease under any provision of this Lease, shall not be deemed or construed to be a waiver of the Landlord's right to terminate this Lease at any time thereafter on account of such act or omission by you of this Lease regarding the acceptance of a late payment of rent in any one month with a late-payment penalty.

    Neither an invalid clause nor the omission of your initials herein this Lease invalidates this Lease Contract.

28. **ZERO TOLERANCE POLICY**. We endorse and will enforce a zero-tolerance policy with regard to drug related and/or other criminal activity. Violation of the terms of this policy and/or related provisions of this Lease agreement will result in immediate eviction.

29. **TERMS TO BE EXCLUSIVE**. This Agreement, the Landlord's policies which are incorporated into this Lease by reference and any future rent adjustment letters constitute the entire agreement of the parties with respect to the subject matter of this Lease, and supersede any and all prior verbal or written agreements or understanding between you and the Landlord relating to the subject matter of this Lease except as provided herein, no other writing or verbal statement shall be of any force or effect in the interpretation of this Agreement. You understand and agree that our representatives (management personnel, employees and agents) have no authority to waive, amend or alter any part of this Lease or to make promises, representations, or agreements which would impose other of different obligations on us or release you from any obligations of the Lease. Lessee acknowledges that the Landlord has not made any representations, warranties, or guaranties, express or implied, written or oral, other than those express representations, warranties, or guaranties contained in this Lease. YOU AGREE THAT NO VERBAL REPRESENTATIONS HAVE BEEN MADE TO YOU BY ANY OFFICER OR EMPLOYEE OF THE LANDLORD REGARDING THE LEASED PREMISES OR THIS LEASE, THAT ARE NOT STATED IN WIRITNG IN THIS LEASE. Except as may be expressly provided to the contrary in this Lease, the provisions of this Lease are for the benefit of any other person, firm, or entity, and create no rights, of enforcement or otherwise, in any other person, firm, or entity.

30. **ABILTIY TO COMPLY WITH THE LEASE TERMS**. If, during the term of this Lease, by reason of physical or mental impairment, is unable to comply with the material provisions of this Lease and cannot make arrangements for someone to aid him/her in complying with this Lease, and the Landlord has complied with all applicable statutes, laws, and regulations that would enable Lessee to comply with this Lease, The Landlord may terminate this Lease for good cause in accordance with all applicable sections of this Lease.

31. **EMERGENCY CONTACT**. At the time of signing of this Lease, Lessee(s) identifies the following as a contact person in case of an emergency if we are unable to contact the Lessee(s) or if the Lessee(s) is unable to comply with the Lease provisions by reason of physical or mental impairment:

    _____

    _____

32. **DISCLOSURE RIGHTS**. If information is requested from us regarding you, any member of your household, or your rental history by any governmental or law-enforcement agency, we may disclose such information to such agencies, without such disclosure being considered a violation of your rights, including privacy rights.

33. **REPRESENTATION BY LESSEE**. BY SIGNING THIS LEASE BELOW, YOU ARE STATING: THAT ALL INFORMATION OR DATE PROVIDED BY YOU TO THE LANDLORD ABOUT INCOME, FAMILY COMPOSITION, AND NEEDS IS TRUE AND CORRECT; THAT YOU HAVE READ ALL OF THIS LEASE; THAT YOU UNDERSTAND ALL OF ITS TERMS AND PROVISIONS; AND THAT YOU UNDERSTAND THAT IN ENTERING INTO THIS LEASE WITH YOU, THE LANDLORD IS RELYING UPON YOUR STATEMENT THAT YOU HAVE READ AND UNDERSTANDS THIS LEASE.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement this _____ of _____ _____, in Galveston County, Texas.

_____	_____
(Lessee)	(Lessee)
_____	_____
(Lessee)	(Lessee)
_____	_____
(Lessee)	(Lessee)

Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 4/30/2014)

COPY

See Public Reporting Statement and Instructions on back

Locality	Unit Type	Date (mm/dd/yyyy)
Galveston	Inner Row	01/01/2014

Utility or Service		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	$3.00	$5.00	$6.00	$8.00	$11.00	$12.00
	b. Bottle Gas	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	c. Oil / Electric	$7.00	$9.00	$10.00	$14.00	$17.00	$19.00
	d. Coal / Other	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Cooking	a. Natural Gas	$2.00	$2.00	$3.00	$4.00	$5.00	$5.00
	b. Bottle Gas	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	c. Oil / Electric	$3.00	$4.00	$5.00	$6.00	$7.00	$9.00
	d. Coal / Other	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Other Electric		$11.00	$14.00	$17.00	$22.00	$26.00	$31.00
Air Conditioning		$17.00	$22.00	$26.00	$31.00	$36.00	$43.00
Water Heating	a. Natural Gas	$8.00	$9.00	$11.00	$13.00	$15.00	$17.00
	b. Bottle Gas	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	c. Oil / Electric	$9.00	$10.00	$13.00	$16.00	$26.00	$31.00
	d. Coal / Other	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Water		$12.00	$15.00	$19.00	$28.00	$33.00	$38.00
Sewer		$19.00	$19.00	$19.00	$26.00	$31.00	$38.00
Trash Collection		$20.00	$20.00	$20.00	$20.00	$20.00	$20.00
Range/Microwave		$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
Refrigerator		$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
Other -- specify							

Actual Family Allowances To be used by the family to compute allowance.
Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	$
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	$

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Allowances for Tenant-Furnished Utilities and Other Services

See Public Reporting Statement and Instructions on back

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 4/30/2014)

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Locality	Unit Type	Date (mm/dd/yyyy)
Galveston	End Row	01/01/2014

Utility or Service		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	$3.00	$5.00	$6.00	$8.00	$11.00	$12.00
	b. Bottle Gas	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	c. Oil / Electric	$7.00	$9.00	$10.00	$14.00	$17.00	$19.00
	d. Coal / Other	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Cooking	a. Natural Gas	$2.00	$2.00	$3.00	$4.00	$5.00	$5.00
	b. Bottle Gas	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	c. Oil / Electric	$3.00	$4.00	$5.00	$6.00	$7.00	$9.00
	d. Coal / Other	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Other Electric		$11.00	$14.00	$17.00	$22.00	$26.00	$31.00
Air Conditioning		$17.00	$22.00	$26.00	$31.00	$36.00	$43.00
Water Heating	a. Natural Gas	$8.00	$9.00	$11.00	$13.00	$15.00	$17.00
	b. Bottle Gas	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	c. Oil / Electric	$9.00	$10.00	$13.00	$16.00	$26.00	$31.00
	d. Coal / Other	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Water		$12.00	$15.00	$19.00	$28.00	$33.00	$38.00
Sewer		$19.00	$19.00	$19.00	$26.00	$31.00	$38.00
Trash Collection		$20.00	$20.00	$20.00	$20.00	$20.00	$20.00
Range/Microwave		$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
Refrigerator		$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
Other -- specify							

Actual Family Allowances To be used by the family to compute allowance.
Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	$
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	$

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Previous editions are obsolete

form **HUD-52667** (12/97)
ref. Handbook 7420.8

Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 4/30/2014)

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See Public Reporting Statement and Instructions on back

Locality	Unit Type	Date (mm/dd/yyyy)
Galveston	Detached	01/01/2014

Utility or Service		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	$5.00	$6.00	$8.00	$11.00	$14.00	$15.00
	b. Bottle Gas	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	c. Oil / Electric	$9.00	$11.00	$14.00	$18.00	$23.00	$26.00
	d. Coal / Other	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Cooking	a. Natural Gas	$2.00	$2.00	$3.00	$4.00	$5.00	$5.00
	b. Bottle Gas	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	c. Oil / Electric	$3.00	$4.00	$5.00	$6.00	$7.00	$9.00
	d. Coal / Other	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Other Electric		$11.00	$14.00	$17.00	$22.00	$26.00	$31.00
Air Conditioning		$23.00	$29.00	$34.00	$41.00	$49.00	$57.00
Water Heating	a. Natural Gas	$8.00	$9.00	$11.00	$13.00	$15.00	$17.00
	b. Bottle Gas	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	c. Oil / Electric	$9.00	$10.00	$13.00	$16.00	$26.00	$31.00
	d. Coal / Other	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Water		$12.00	$15.00	$19.00	$28.00	$33.00	$38.00
Sewer		$19.00	$19.00	$19.00	$26.00	$31.00	$38.00
Trash Collection		$20.00	$20.00	$20.00	$20.00	$20.00	$20.00
Range/Microwave		$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
Refrigerator		$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
Other -- specify							

Actual Family Allowances To be used by the family to compute allowance.
Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	$
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	$

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Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 4/30/2014)

See Public Reporting Statement and Instructions on back

Locality	Unit Type	Date (mm/dd/yyyy)

Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas						
	b. Bottle Gas						
	c. Oil / Electric						
	d. Coal / Other						
Cooking	a. Natural Gas						
	b. Bottle Gas						
	c. Oil / Electric						
	d. Coal / Other						
Other Electric							
Air Conditioning							
Water Heating	a. Natural Gas						
	b. Bottle Gas						
	c. Oil / Electric						
	d. Coal / Other						
Water							
Sewer							
Trash Collection							
Range/Microwave							
Refrigerator							
Other -- specify							

Actual Family Allowances To be used by the family to compute allowance.
Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	$
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	$

form **HUD-52667** (12/97)

Previous editions are obsolete

ref. Handbook 7420.8

Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.__$VVXUDQFHV_RI_FRQILGHQWLDOW¥_DUH_QRW_SURYLGHG_XQGHU_WKLV_FROOHFWLRQ__

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of family name and address is mandatory. The information is used to establish a utility allowance schedule for all utilities and other services used to determine the family's monthly housing assistance payment and family share. HUD will use this information to ensure that the costs are reasonable. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of Housing Assistance Payment contract.

This collection of information is authorized under Section 8 of the U.S. Housing Act of _937 (42 U.S.C. 1437f). The information is used to establish a utility allowance schedule for all utilities and other services used to determine the family's monthly housing assistance payment and rental payment. HUD will use this information to ensure that the costs are reasonable.

Instructions for Form HUD-52667, Allowances For Tenant Furnished Utilities and Other Services

Form HUD-52667 shall be completed by a HA for each different type of unit as explained below. Each form shall be reproduced by the HA and given to families with their Certificate or Voucher or subsequently in connection with any revisions. The form will provide the family, while shopping for a unit, with the amount of the allowances for various types of units for rent. With these allowances the family can compare gross rents and fair market rents. Form HUD-52667 shall also be used by the HA to record the actual allowance for each family.

Level of Allowance: Utilities and other services are included in gross rent, and when they are not furnished by the owner, an allowance must be provided to the family. Allowances must be adequate for all utilities and services not provided by the owner that were included in the fair market rent. The utility allowance schedule is based **on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality**. In developing the schedule, the HA must use normal patterns of consumption for the community as a whole and current utility rates. Allowances must not be based on energy consumption or costs above average or below average income families. The objective shall be to establish allowances based on actual rates and average consumption estimates and should allow the majority of participating families an allowance that is adequate to cover expected average utility costs and other services over a 12-month period.

Determining Allowances:

a. In general, HAs shall use to the extent possible local sources of information on the cost of utilities and services. The following local sources should be contacted:
   (1) Electric utility suppliers.
   (2) Natural gas utility suppliers.
   (3) Water and sewer suppliers.
   (4) Fuel oil and bottle gas suppliers.
   (5) Public service commissions.
   (6) Real estate and property management firms.
   (7) State and local agencies.
   (8) Appliance sales or leasing firms.

b. Recently adopted utility allowance schedules from neighboring HAs with essentially the same type of housing stock should also be examined. In most cases fuel or utilities rates normally will not vary appreciably in neighboring communities and where data is not available in small communities' allowances for larger nearby communities may be used. Where local sources are inadequate, the HA may consult the national average consumption data provided in Table 1 and make appropriate adjustments to reflect local conditions.

c. The HA must establish separate heating and cooling allowances for the various types of existing housing in the locality with the same number of bedrooms. Depending on local housing stock, utility allowances must be established for the following unit types: detached houses, duplexes, row or townhouses, garden and high rise apartments and manufactured homes. In addition to establishing different heating and cooling allowances for various types of structures, attention should be given to different allowances for water depending on whether families will have responsibilities for lawn care.

d. The data to be solicited from the local sources shown above should be as close as possible in form and detail to the format of form HUD-52667. If possible, all consumption data should be obtained for each unit size and type. If data is available only for an average unit size (2.5 bedrooms), multiply the utilities costs for the average unit by the following factors:

Size of Unit	Factor
0-BR	0.5
1-BR	0.7
2-BR	0.9
3-BR	1.1
4-BR	1.4
5-BR	1.6

Example: Natural gas heating cost for average sized unit is $18.00 per month. The allowance for a 4-bedroom unit will be 1.4 X $18.00 = $25.00 (rounded to nearest dollar).

Air Conditioning: Allowances for air conditioning must be established only for communities where the majority of units in the market provide centrally air conditioned units or appropriate wiring for tenant installed A/C units.

Ranges and Refrigerators: Allowances for ranges and refrigerators must be based on the lesser of the cost of leasing or installment purchasing of suitable equipment.

Utility Rate Schedules: The cost of gas and electricity varies according to amounts consumed as shown on the appropriate rate schedules. It is not possible to compute exactly the cost of electricity for any given function without knowing the total electrical usage for a unit. However, because neither the HA or the families know beforehand just what will be the combination of utilities for any unit rented, it will be necessary to approximate the allowances for each function (e.g., heating cooking, etc.) as follows:

For electricity the rates used for lighting, refrigeration and appliances (Table 1, Item I), should be from the top of the rate schedule or the higher unit costs. Allowances for electric cooking, water heating and space heating should be computed from the middle or lower steps in the rate schedules.

Similarly, allowances for gas used for water heating and cooking should be computed using rates from the top of the rate schedule and for heating from the lower steps.

Supporting Documentation: The HA shall maintain with the form HUD-52667 copies of all supporting documentation used in determining the allowances and any revisions. For instance, letters from local utility companies shall be attached plus any worksheets used by the HA in computing allowances. The material should contain, if possible, the quantities of the utilities that are the basis of the dollar allowances (e.g., kilowatt hours per unit. A copy of the utility allowance schedule must be sent to the HUD Field Office.

Table 1

Average Allowances For Tenant Purchased Utilities

Note: The consumption amounts listed below are inexact averages and must be used with caution when establishing allowances for actual projects.

	Monthly Consumption	
	Units	2 1/2-BR (a)
I. Electricity		
a. Lighting and Refrigeration	KWH	250-400 (b)
b. Cooking	KWH	110
c. Domestic Hot Water	KWH	340 (c)
d. Space Heating	KWH	680 (d)
e. Air Conditioning	KWH	180 (e)
II. Natural Gas And Bottle Gas		
a. Cooking	Therms	8
b. Domestic Hot Water	Therms	21 (c)
c. Space Heating	Therms	48 (d)
III. Fuel Oil		
a. Domestic Hot Water	Gals	17 (c)
b. Space Heating	Gals	40 (d)
IV. Water		
a. Domestic Use	Gals	8,000
b. Lawn	Gals	2,000

(a) Estimated average consumption for a hypothetical 2 1/2 bedroom dwelling unit. All consumptions listed must be adjusted for the size of the dwelling unit. Factors shown under Determining Allowances, subparagraph d, may be used for making the adjustment.

(b) Consumptions will vary considerably depending on electrical appliances used. Upper limit should be sufficient to provide 85 kilowatt hours for a clothes dryer and 50 kilowatt hours for a frost free refrigerator.

(c) The temperature of local water supply varies by geographic area and will have considerable impact on energy used to heat domestic water. This estimate is for North Central geographic areas where the average city water temperature is approximately 50° F.

(d) Consumptions are for housing insulated for the heating system installed. Normally a building designed for electric space heating is better insulated than one designed for gas or oil space heating equipment. Climatic conditions assumed to be 4,000 heating degree days and 0° F outside design temperature. Consumption must be adjusted for the normal heating degree days and the outside design temperature in the given geographic area.

(e) Consumption estimated for 1,000 degree days cooling. Actual consumption will depend on many variables.

Note: The consumption amounts listed above are inexact averages and must be used with caution when establishing allowances for actual projects.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
INTAKE APPLICATION

Dear Applicant:
The information on this form is needed to determine if your household is eligible to participate under a Texas Department of Housing and Community Affair's (THDCA) Affordable Housing Program. Please complete this entire form and leave *no blanks*.

If there are any questions that you do not understand, please contact the Contract Administrator, Owner or Management Office Personnel. We thank you in advance for your cooperation.

I. THIS SECTION TO BE COMPLETED BY ADMINISTRATOR/OWNER/MANAGEMENT	
Administrator/Owner/Management Name:	**TDHCA Number:**
Contact Name:	**Contact Title:**
Address:	**Phone:**
Email Address:	**Fax:**

II. THIS SECTION TO BE COMPLETED BY APPLICANT	
A. CONTACT INFORMATION	
Street Address: (as shown on driver's license or government ID)	**Apt #:**
City/State/Zip:	**County:**
Current Address: (if different from above)	**Apt #:**
City/State/Zip:	**County:**
Email Address:	**Home Phone: ( )** **Mobile Phone: ( )**
Emergency Contact Name:	**Phone: ( )**

B. PREVIOUS RESIDENCY INFORMATION	
Previous Address/City/State:	**Cost per Month:**
Reason For Leaving:	**Occupied For: ___Yrs ___Mos**
Contact/Landlord Name:	**Phone:**

C. HOUSEHOLD COMPOSITION – List the Head of Household and all other persons who comprise the household

Full Name (exactly as on driver's license or other govt. document)	Relationship to Head of HH	Date of Birth	Gender	Student Status F/T=Full Time P/T=Part Time	Social Security No./ Alien Registration No.	Receiving income
1	Head of Household		☐ Male ☐ Female	☐ F/T ☐ P/T ☐ N/A		☐ Yes ☐ No
2	☐ Co-Head ☐ Spouse ☐ Dependent ☐ Other Adult		☐ Male ☐ Female	☐ F/T ☐ P/T ☐ N/A		☐ Yes ☐ No
3	☐ Co-Head ☐ Spouse ☐ Dependent ☐ Other Adult		☐ Male ☐ Female	☐ F/T ☐ P/T ☐ N/A		☐ Yes ☐ No
4	☐ Co-Head ☐ Spouse ☐ Dependent ☐ Other Adult		☐ Male ☐ Female	☐ F/T ☐ P/T ☐ N/A		☐ Yes ☐ No
5	☐ Co-Head ☐ Spouse ☐ Dependent ☐ Other Adult		☐ Male ☐ Female	☐ F/T ☐ P/T ☐ N/A		☐ Yes ☐ No
6	☐ Co-Head ☐ Spouse ☐ Dependent ☐ Other Adult		☐ Male ☐ Female	☐ F/T ☐ P/T ☐ N/A		☐ Yes ☐ No
7	☐ Co-Head ☐ Spouse ☐ Dependent ☐ Other Adult		☐ Male ☐ Female	☐ F/T ☐ P/T ☐ N/A		☐ Yes ☐ No
8	☐ Co-Head ☐ Spouse ☐ Dependent ☐ Other Adult		☐ Male ☐ Female	☐ F/T ☐ P/T ☐ N/A		☐ Yes ☐ No

D. HOUSEHOLD COMPOSITION INFORMATION

Were any of the household members a full-time student within the last calendar year? ☐ NO ☐ YES, who? _____

Are any of the household members listed above foster children? ☐ NO ☐ YES, who? _____

Are any of the household members listed above a live-in attendant? ☐ NO ☐ YES, who? _____

Are any household members temporarily absent from the home? ☐ NO ☐ YES, who? _____

Indicate reason for temporary absence: _____

Do you anticipate any other members will join your household within the next 12 months? ☐ NO ☐ YES

If yes, explain: _____

E. ANNUAL INCOME (List ALL income of adults and children in your household, except for the earned income from employment by persons under the age of 18)

Identify income from any of the following sources, including periodic payments:		Head of Household	Co-Head/ Spouse	Other Adult Member(s)	Child or Dependent	Total
Salary	☐Yes ☐No					
Overtime Pay	☐Yes ☐No					
Commissions/Fees	☐Yes ☐No					
Tips and Bonuses	☐Yes ☐No					
Salary from 2nd job	☐Yes ☐No					
Temporary Income	☐Yes ☐No					
Income from Military	☐Yes ☐No					
Interest/Dividends	☐Yes ☐No					
Business Net Income	☐Yes ☐No					
Net Rental Income	☐Yes ☐No					
Social Security	☐Yes ☐No					
Supplemental Security Income	☐Yes ☐No					
Pension	☐Yes ☐No					
Retirement Funds	☐Yes ☐No					
Familial Support	☐Yes ☐No					
Unemployment Benefits	☐Yes ☐No					
Workers' Compensation	☐Yes ☐No					
Alimony	☐Yes ☐No					
Child Support (Circle Type) Anticipated, Voluntary, Court Ordered (regardless if pd)	☐Yes ☐No					
AFDC/TANF	☐Yes ☐No					
Educational Scholarship/Grant	☐Yes ☐No					
Other: Explain: _____	☐Yes ☐No					
					Total:	

F. CURRENT EMPLOYMENT CONTACT INFORMATION

Household Member's Name		Occupation		Work Phone	
Name and Street Address of Employer		City		State	Zip Code
Date Hired	Salary $_____ ☐ Hourly ☐ Weekly ☐ bi-weekly ☐ twice a month ☐ Monthly ☐ Yearly ☐ Other_____		# of hours worked per week	Work Fax	

Household Member's Name		Occupation		Work Phone	
Name and Street Address of Employer		City		State	Zip Code
Date Hired	Salary $_____ ☐ Hourly ☐ Weekly ☐ bi-weekly ☐ twice a month ☐ Monthly ☐ Yearly ☐ Other_____		# of hours worked per week	Work Fax	

Household Member's Name		Occupation		Work Phone	
Name and Street Address of Employer		City		State	Zip Code
Date Hired	Salary $_____ ☐ Hourly ☐ Weekly ☐ bi-weekly ☐ twice a month ☐ Monthly ☐ Yearly ☐ Other_____		# of hours worked per week	Work Fax	

Household Member's Name		Occupation		Work Phone	
Name and Street Address of Employer		City		State	Zip Code
Date Hired	Salary $_____ ☐ Hourly ☐ Weekly ☐ bi-weekly ☐ twice a month ☐ Monthly ☐ Yearly ☐ Other_____		# of hours worked per week	Work Fax	

G. HOUSEHOLD ASSETS (Identify if anyone has any of the following types of assets, including dependents under the age of 18)

Identify All Asset Sources		Cash Value	Asset Income (Interest/Dividends)	Name of Financial Institution	Account Number
Checking Account	☐Yes ☐No				
Additional Checking Account(s)	☐Yes ☐No				
Savings Account	☐Yes ☐No				
Additional Savings Account(s)	☐Yes ☐No				
Credit Union Account(s)	☐Yes ☐No				
Stocks, Bonds, Mutual Funds*	☐Yes ☐No				
Real Estate or Home	☐Yes ☐No				
IRA/Keogh Account(s)*	☐Yes ☐No				
Retirement/Pension Fund(s)*	☐Yes ☐No				
Trust Fund(s)	☐Yes ☐No				
Mortgage Note Held	☐Yes ☐No				
Whole Life Insurance Cash Value*	☐Yes ☐No				
Real Estate/Land*	☐Yes ☐No				
Other: _____	☐Yes ☐No				

*When listing the "cash value" of any asset with an asterisk, indicate the amount you would have if you were to convert it to cash. The amount would have deducted any penalties for withdrawal, amounts used to pay off a balance, or any fees which may be assessed for the conversion.

H. HOUSEHOLD ASSET INFORMATION

1. Has anyone in the household given away anything of value within the last two years? *(if a home was released due to foreclosure, bankruptcy or divorce, answer no)* ☐ NO ☐ YES If yes, who? _____

   Provide explanation (including the type of asset, estimated value of asset, amount disposed for, and date of disposal): _____

   _____

2. Has anyone in the household owned a home in the last two years? ☐ NO ☐ YES If yes, who? _____

   Do they currently own it? ☐ NO ☐ YES If No, when was it disposed of? _____

   If Yes, Is it being rented? ☐ NO ☐ YES

   Is it sitting vacant? ☐ NO ☐ YES

   Is it in the process of being sold? ☐ NO ☐ YES

I. HOUSING ASSISTANCE – List any assistance provided to or received by any member of the household

Source	Amount	Date Received	Reason
FEMA ☐Yes ☐No **(Federal Emergency Management Agency)**			
SBA ☐Yes ☐No **(Small Business Administration)**			
Section 8 ☐Yes ☐No **(Housing and Urban Development)**			
TBRA ☐Yes ☐No **(Tenant Based Rental Assistance)**			
Insurance ☐Yes ☐No **(Homeowner)**			
Other ☐Yes ☐No **Explain:**_____			

J. CONFLICT OF INTEREST INFORMATION

1. Is anyone in the household currently serving (or served within the last 12 months) as an employee, agent, consultant, officer, or elected or appointed official of TDHCA, the Administrator, or the Development Owner? ☐ NO ☐ YES

   If YES, identify who, organization and role? _____

   Is this a current role? ☐ NO ☐ YES If NO, identify date role ceased? _____

2. Is anyone in the household related to anyone currently serving (or who has served within the last 12 months) as an employee, agent, consultant, officer, or elected or appointed official of TDHCA, the Administrator, or the Development Owner (either through familial or business ties)? ☐ NO ☐ YES

   If YES, identify who, organization and role? _____

   Is this a current role? ☐ NO ☐ YES If NO, identify date role ceased? _____

K. APPLICANT CERTIFICATION - Please be aware that this information is being used to determine if your household appears eligible to participate under an Affordable Housing Program through the Texas Department of Housing and Community Affairs.

RELEASE: My/Our signature here or on the attached "Release and Consent Form" authorizes the release and/or verification of my/our employment information.

Applicant/Resident Printed Name	Signature	Date
Co-Applicant/Resident Printed Name	Signature	Date
Adult Member Printed Name	Signature	Date
Adult Member Printed Name	Signature	Date

Warning: Title 18, Section 1001 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentations to any Department or Agency in the United States as to any matter within its jurisdiction.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
RELEASE AND CONSENT FORM

I. THIS SECTION TO BE COMPLETED BY ADMINISTRATOR/OWNER/MANAGEMENT	
Administrator/Owner/Management Name:	**TDHCA Number:**
Contact Name:	**Contact Title:**
Address:	**Phone:**
Email Address:	**Fax:**

II. THIS SECTION TO BE COMPLETED BY APPLICANT

Applicant/Resident Name:

I/We _____, the undersigned hereby authorize all persons or companies in the categories listed below to release information regarding employment, income and/or assets for purposes of verifying information on my/our application for participation in a Texas Department of Housing and Community Affair's (TDHCA) Affordable Housing Program. I/we authorize release of information without liability to the administrator/owner/management listed above, and/or the Texas Department of Housing and Community Affairs and/or the Department's service provider.

INFORMATION COVERED

I/We understand that previous or current information regarding me/us may be needed. Verifications and inquires that may be requested include, but are not limited to: personal identity, student status, employment, income, assets, and medical or child care allowances. I/We understand that this authorization cannot be used to obtain information about me/us that is not pertinent to my eligibility for and continued participation in a TDHCA Affordable Housing Program.

GROUPS OR INDIVIDUALS THAT MAY BE ASKED

The groups or individuals that may be asked to release the above information include, but are not limited to:

Past and Present Employers	Welfare Agencies	Veterans Administrations
Support and Alimony Providers	State Unemployment Agencies	Retirement Systems
Educational Institutions	Social Security Administration	Medical and Child Care Providers
Bank and other Financial Institutions	Utility Providers	Previous Landlords
Public Housing Agencies	Appraisal Districts	Insurance Carrier

III. APPLICANT CERTIFICATION

I/We agree that a photocopy of this authorization may be used for the purposes stated above. The original of this authorization is on file and **will stay in effect for a year and one month** from the date signed. I/We understand I/We have a right to review this file and correct any information that is incorrect.

Applicant/Resident Printed Name	Signature	Date
Co-Applicant/Resident Printed Name	Signature	Date
Adult Member Printed Name	Signature	Date
Adult Member Printed Name	Signature	Date

NOTE: THIS GENERAL CONSENT MAY NOT BE USED TO REQUEST A COPY OF A TAX RETURN. IF A COPY OF A TAX RETURN IS NEEDED, IRS FORM 4506, "REQUEST FOR COPY OF A TAX FORM" MUST BE PREPARED AND SIGNED SEPARATELY.

Texas General Land Office

Appendix B: Computing IRS 1040 Series Adjusted Gross Income (AGI)

Subrecipient Name:		Contract Number:	
Applicant Name (Head of Household):		Application Number:	

List of All Household Members

	Adults and Minors With Unearned Income	Relation to Head	Date of Birth	Provided a Tax Return		Notes
a				☐ Yes	☐ No	
b				☐ Yes	☐ No	
c				☐ Yes	☐ No	
d				☐ Yes	☐ No	
e				☐ Yes	☐ No	
f				☐ Yes	☐ No	
g				☐ Yes	☐ No	
h				☐ Yes	☐ No	
i				☐ Yes	☐ No	
j				☐ Yes	☐ No	

	Minors Without Unearned Income (*Not included in Household AGI*)	Relation to Head	Date of Birth	Notes
-				
-				
-				
-				
-				
-				
-				
-				

Household Size:		Household Member*										Subtotal (add a-j)
		a	b	c	d	e	f	g	h	i	j	
1. Wages, salaries, tips												$0
2. Taxable interest												$0
3. Dividend income												$0
4. Taxable refunds/ credits/offsets of state/ local income taxes												$0
5. Alimony received												$0
6. Business income (or loss)												$0
7. Capital gain (or loss)												$0
8. Other gains (or losses)												$0
9. Taxable amount of IRA												$0
10. Taxable amount of pensions and annuities												$0
11. Rental real estate, royalties, partnerships, trusts, etc.												$0
12. Farm income (or loss)												$0
13. Unemployment compensation												$0
14. Taxable amount of Social Security benefits												$0
15. Other income												$0

Household Size:	Household Member*										Subtotal (add a-j)
	a	b	c	d	e	f	g	h	i	j	
16. Subtotal (lines 1-15)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$0**
17. Educator expenses											$0
18. Certain business expenses											$0
19. Health savings account deduction											$0
20. Moving expenses											$0
21. Deductible part of self-employment tax											$0
22. Self-employed SEP, SIMPLE, and qualified plans											$0
23. Self-employed health insurance deduction											$0
24. Penalty on early withdrawl of savings											$0
25. Alimony paid											$0
26. IRA deduction											$0
27. Student loan interest deduction											$0
28. Tuition and fees											$0
29. Domestic production activities deduction											$0
30. Subtotal (lines 17-29)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$0**
31. Subtract line 30 from line 16. This is *Household Adjusted Gross Income (AGI)* **	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$0**

WARNING: Title 18, Section 1001of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.

*Enter information into one column if a tax return has been filed jointly between household members.

**The income inclusions and exclusions allowed under the IRS 1040 definition of income are subject to change from tax year to tax year. This worksheet is a general representation of the IRS Form 1040, and as such cannot reflect all updated inclusions and exclusions each tax year. The user is advised to consult the IRS Web site for the most current version of this form at www.irs.gov.

Certification

SUBRECIPIENT: I have reviewed, verified, and confirmed the information presented on this form in accordance with the requirements of the CDBG Disaster Recovery Program. I hereby certify that the information presented herein is complete and accurate to the best of my knowledge.

Signature - Subrecipient	Date

Applicant signature is required when changes to a household's income alters eligibility.

APPLICANT: I/We certify that the information presented on this form is true and complete to the best of my/our knowledge and belief. I/We agree to provide income source verification to Texas General Land Office upon request. I/We understand that this certification is part of the application process and does not guarantee eligibility for the CDBG Disaster Recovery Program.

Signature - Head of Houshold	Date

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
INCOME VERIFICATION FOR HOUSEHOLDS WITH SECTION 8 CERTIFICATES

Unit #: _____

To: Section 8 Program Administrator

Housing Authority: _____

Address: _____

City, State Zip: _____

_____ has applied for residency /is a resident of _____,
(Applicant/Resident Name) *(Property Name)*
a Low Income Housing Tax Credit property. In the case of a tenant receiving housing assistance payments under HUD's Section 8 Existing Housing Program, IRS regulations allow that if the PHA provides a statement to the building owner declaring that the tenant's income does not exceed the applicable limit under the LIHTC program, then the owner is not required to further verify the tenant's income.

Number of Household Members: _____ ☐ Move-In ☐ Recertification

Permission by: _____ _____
(Applicant/Resident's Signature) *(Date)*

Under the Low Income Housing Tax Credit Program, the combined annual income of the household **before any adjustments,** cannot exceed $_____.
(Income Limit)

Please complete the section below and return this form in the enclosed self-addressed, stamped envelope. Thank you in advance for your prompt attention.

Sincerely,

_____
Apartment Manager

THE FOLLOWING TO BE COMPLETED BY THE PUBLIC HOUSING AUTHORITY:

Based on the last income certification/recertification effective on _____, the household consists
(Date)
of _____ members whose combined annual income **before any adjustments,** does not exceed
(# of Household Members)

the income limit shown above.

_____ _____ _____
(Signature) *(Date)* *(Phone #)*

_____ _____
(Printed Name) *(Title)*

The Low Income Housing Tax Credit Program is a federal low-income rental housing program governed by the Internal Revenue Service. Section 42 of the Internal Revenue Code requires owners to determine the income eligibility of all tenants occupying tax credit units. (Owners should be aware that although the verifications requirements of Section 1.42-5(b)(1)(vii) may be met through the use of this form, a Tenant Income Certification (TIC) must still be completed annually.)

TEXAS GENERAL LAND OFFICE

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) DISASTER RECOVERY PROGRAM

Verification of EMPLOYMENT

Subrecipient Name:		**Contract Number:**
Address:		
Phone:	**Fax:**	**Email:**
Applicant Name:		**Date:**
Address:		

RELEASE: Applicant's signature here or on attached "*Eligibility Release (Form 14.21)*" authorizes the release and/or verification of the requested employment information.

_____ _____

Signature of Applicant Date

Authorization and Verification

Federal regulations require verification of employment and income of all members of any household applying to participate in the Community Development Block Grant Disaster Recovery Program. We ask your cooperation in supplying this information to the above-referenced Subrecipient. The information you provide will be used only to determine the eligibility status and level of benefit available to the applicant household.

Employer Name:	Employer Address:
Applicant employed since:	Occupation:
Salary:	Date of last pay increase:
Base pay rate: $ per HOUR / WEEK / MONTH (circle one)	
Average number of hours worked per week at base pay rate:	
Number of weeks worked per year:	Overtime pay rate: $ per hour
Expected average number of hours overtime to be worked per week during the next 12 months:	
Specify any other compensation not included above (commissions, bonuses, tips, etc.): For: $ per	
Is pay received for vacation? Yes No If Yes, number of days per year	
Total base pay earnings for past 12 months: $	
Total overtime earnings for past 12 months: $	
Probability and expected date of any pay increase:	
Does the employee have access to a retirement account? Yes No If Yes, what amount does he/she have access to? $	
Signature of Employer's Authorized Representative:	
Title: Date: Phone:	
Warning: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.	

Texas General Land Office

Household Income Certification (HIC)

	Subrecipient Name:					**Contract Number:**			
	Applicant Name (Head of Household) :								
Anticipated Annual Income	**List ALL Family Member Names**	**Relation to Head**	**Date of Birth**	**Full-time Student?**	**Wages & Salaries**	**Benefits & Pensions**	**Public Assistance Exclude food**	**Other Income**	**Income Source**
				☐ Yes ☐ No					
				☐ Yes ☐ No					
				☐ Yes ☐ No					
				☐ Yes ☐ No					
				☐ Yes ☐ No					
	Line 1	**Totals:**			**$0.00**	**$0.00**	**$0.00**	**$0.00**	
	Line 2	**TOTAL Income from Wages, Salaries, Benefits, Pensions, Public Assistance, and Other:** Enter sum of totals from Line 1.							**$0.00**
Asset Income	**Family Member Name**	**Social Security Number**	**Asset Description**	**Current Cash Value of Assets**	**Actual Income from Assets**	**List Source**			**Verification in CA's File**
									☐
									☐
									☐
									☐
									☐
	Line 3	**Total Current Cash Value of Assets**		**$0.00**					
	Line 4	**Total Actual Income from Assets**			**$0.00**				
	Line 5	**Imputed Income from Assets**	**If Line 3 is greater than $5,000, multiply Line 3 by 2%. If Line 3 is $5,000 or less, enter zero.**				**$0.00**		
	Line 6	**TOTAL INCOME FROM ASSETS: Enter the greater of Line 4 or Line 5**							**$0.00**
	Line 7	**ANTICIPATED ANNUAL GROSS INCOME:** Line 2 plus Line 6						**$0.00**	

Certification

Applicant: I/We certify that the information presented on this form is true and complete to the best of my/our knowledge and belief. I/We agree to provide income source verification to Texas General Land Office upon request. I/We understand that this certification is part of the application process and does not guarantee eligibility for the CDBG Disaster Recovery Program.

Signature - Head of Household	Date	Signature - Co-Head of Household	Date

SUBRECIPIENT: I have reviewed, verified, and confirmed the information presented on this form in accordance with the requirements of the CDBG Disaster Recovery Program. I hereby certify that the information presented herein is complete and accurate to the best of my knowledge.

Signature - Authorized Representative of Administrator	Date

WARNING: Title 18, Section 1001of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.

Print Form

Texas General Land Office
Disaster Recovery - HOUSING
Certification of Zero Income

A "Certification of Zero Income" should be completed by adult household members only (if appropriate). If there are any sources of income listed that you (the applicant) need clarification on, please contact the Contract Administrator, Owner or Management Office Personnel.

I. THIS SECTION TO BE COMPLETED BY ADMINISTRATOR/OWNER/MANAGEMENT			
Administrator/Owner/Management Name:		**GLO Number:**	
Contact Name:		**Contact Title:**	
Address:		**Phone:**	
Email Address:		**Fax:**	

I I. THIS SECTION TO BE COMPLETED BY APPLICANT/RESIDENT

I, _____ hereby certify that:

A. I ***do not*** individually receive income from ***any*** of the following sources:

- Wages from employment (including commissions, tips, bonuses, fees, etc.);
- Income from operation of a business;
- Rental income from real or personal property;
- Interest or dividends from assets;
- Social Security payments;
- Supplemental Security Income payments;
- Payments from annuities, insurance policies, retirement funds, pensions, or death benefits;
- Unemployment or disability payments;
- Public assistance payments (other than food stamps);
- Periodic allowances from alimony or child support;
- Gifts received from persons not comprising the household;
- Sales from self-employed resources (Avon, Mary Kay, Pampered Chef, Shaklee, etc.);
- Any other source not named above; **AND**

B. I currently ***do not*** have income of any kind and there is no imminent change expected in my financial or employment status during the next 12 months; **AND**

C. I will be using the following sources of funds to pay for rent, utilities, and/or other necessities:

III. APPLICANT CERTIFICATION

Under penalty of perjury, I certify, to the best of my knowledge, that the information presented in this certification is true and accurate. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of participation under the Texas General Land Office Disaster Recovery (GLO-DR) Program.

Household/Resident Printed Name	Signature	Date

Warning: Title 18, Section 1001 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentations to any Department or Agency in the United States as to any matter within its jurisdiction.

Texas General Land Office
Community Development Block Grant (CDBG)
Disaster Recovery Program

Verification of CHILD SUPPORT PAYMENTS

Subrecipient Name:		**Contract Number:**
Address:		
Phone:	**Fax:**	**Email:**

Applicant Name:

RELEASE: Applicant's signature here or on attached "*Eligibility Release (Form 14.21)*" authorizes the release and/or verification of the requested Child Support Payment information.

_____ _____

Signature of Applicant Date

Authorization and Verification

Federal regulations require verification of employment and income of all members of any household applying to participate in the Community Development Block Grant Disaster Recovery Program. We ask your cooperation in supplying this information to the above-referenced Subrecipient. The information you provide will be used only to determine the eligibility status and level of benefit available to the applicant household.

Name of person paying child support:

Address of person paying child support:

Support is for: ☐ his children ☐ her children

Amount of support payment: $ _____ Per ☐ Week ☐ Month ☐ Year

Signature of Employer's Authorized Representative: _____

Title:	Date:	Phone:

WARNING: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
ASSET VERIFICATION

I. THIS SECTION IS TO BE COMPLETED BY ADMINISTRATOR/OWNER/MGMT & EXECUTED BY APPLICANT/RESIDENT

TO: **(Name of Institution)**	**Dated:**
Institution Address:	**Phone/Fax:**
RE: **(Applicant/Resident Name)**	**Social Security Number:**

RELEASE: My signature here or on the attached "Release and Consent Form" authorizes the release and/or verification of my assets on deposit.

Applicant/Resident Printed Name	Signature	Date

Information The individual named directly above is an applicant/resident of a Texas Department of Housing and Community Affairs Affordable Housing Program which requires verification of income. We ask your cooperation in supplying this information to the below referenced Administrator/Owner/Management. The information provided will remain confidential and used only to determine the eligibility status and level of benefit available to the applicant/resident. Please return this completed form by mail or fax to:

Administrator/Owner/Management Name:	**TDHCA Number:**
Address:	**Phone:**
Email Address:	**Fax:**

Your prompt response is crucial and greatly appreciated,

Administrator/Owner/Mgmt Authorized Rep. Printed Name/Title	Signature	Date

II. THIS SECTION TO BE COMPLETED BY FINANCIAL INSTITUTION

A. CHECKING ACCOUNT(s)

Account Holder	Account Number	Average 6 Month Balance	Interest Rate, if any

B. SAVINGS ACCOUNT(s)

Account Holder	Account Number	Present Balance	Annual Interest Rate	Withdrawal Penalty

C. CERTIFICATE OF DEPOSIT(s)

Account Holder	Account Number	Present Balance	Annual Interest Rate	Withdrawal Penalty

D. 401K PLAN / IRA / RETIREMENT ACCOUNT(s)

Account Holder	Account Number	Present Balance	Annual Interest Rate	Withdrawal Penalty

Does account holder have access to any of the above identified Retirement Account(s) prior to termination or retirement? ☐ **YES** ☐ **NO**

E. MUTUAL FUND / STOCK(s)

Account Holder	Account Number	Present Balance	Annual Interest Rate/ Annual Income**	Withdrawal Penalty

** Please answer this question based on the income the asset is currently generating

F. TRUST

Type of Trust: (Check one) ☐ **Revocable** ☐ **Irrevocable**

Account holder is the: (Check one) ☐ **Beneficiary** **or** ☐ **Grantor of the Trust**

Value of administered Trust Fund: $_____

Anticipated amount of income to be earned by Trust over the next 12 months: $_____
Is the Amount: (Check one) ☐ **Reinvested** **or** ☐ **Disbursed**

G. LIFE INSURANCE POLICY

Type of Policy: (Check one) ☐ **Term Life Insurance** ☐ **Universal or Whole Life Insurance**

Current cash value of the Life Insurance Policy: $_____

Income or interest the Policy will generate over next 12 months (based on current circumstances): $_____

H. OTHER: Type of Account _____

Account Holder	Account Number	Present Balance	Annual Interest Rate/Income	Withdrawal Penalty

I. AUTHORIZED REPRESENTATIVE CERTIFICATION

I certify that the above information is true and correct,

_____ _____ _____
Signature of Financial Institution Representative **Representative's Title** **Date**

_____ _____ _____ _____
Representative's Printed Name **Phone #** **Fax #** **Email**

_____
Financial Institution Name and Address

Note: Title 18, Section 1001 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentations to any Department or Agency of the United States as to any matter within its jurisdiction.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
UNDER $5,000 ASSET CERTIFICATION

For households whose combined net assets do not exceed $5,000.
Complete only one form per household; include assets of children.

Household Name:_____ Unit No. _____

Development Name: _____ City:_____

Complete all that apply for 1 through 4:

1. My/our assets include:

(A) Cash Value*	(B) Int. Rate	(A*B) Annual Income	Source	(A) Cash Value*	(B) Int. Rate	(A*B) Annual Income	Source
$		$	Savings Account	$		$	Checking Account
$		$	Cash on Hand	$		$	Safety Deposit Box
$		$	Certificates of Deposit	$		$	Money market funds
$		$	Stocks	$		$	Bonds
$		$	IRA Accounts	$		$	401K Accounts
$		$	Keogh Accounts	$		$	Trust Funds
$		$	Equity in real estate	$		$	Land Contracts
$		$	Lump Sum Receipts	$		$	Capital investments
$		$	Life Insurance Policies (excluding Term)				
$		$	Other Retirement/Pension Funds not named above: _____				
$		$	Personal property held as an investment** : _____				
$		$	Other (list): _____				

PLEASE NOTE: Certain funds (e.g., Retirement, Pension, Trust) may or may not be (fully) accessible to you. Include only those amounts which are.

*Cash value is defined as market value minus the cost of converting the asset to cash, such as broker's fees, settlement costs, outstanding loans, early withdrawal penalties, etc.

**Personal property held as an investment may include, but is not limited to, gem or coin collections, art, antique cars, etc. Do not include necessary personal property such as, but not necessarily limited to, household furniture, daily-use autos, clothing, assets of an active business, or special equipment for use by the disabled.

2. ☐ Within the past two (2) years, I/we have sold or given away assets (including cash, real estate, etc.) for more than $1,000 below their fair market value (FMV). Those amounts* are included above and are equal to a total of: $_____ (*the difference between FMV and the amount received, for each asset on which this occurred).

3. ☐ I/we have not sold or given away assets (including cash, real estate, etc.) for less than fair market value during the past two (2) years.

4. ☐ I/we do not have any assets at this time.

The net family assets (as defined in 24 CFR 813.102) above do not exceed $5,000 and the annual income from the net family assets is $_____. This amount is included in total gross annual income.

Under penalty of perjury, I/we certify that the information presented in this certification is true and accurate to the best of my/our knowledge. The undersigned further understand(s) that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of a lease agreement.

_____ _____ _____ _____

Applicant/Tenant	Date	Applicant/Tenant	Date

Left Side Contents:

Landlord's Name: _____

APP ID: _____

Renter's Name: _____

Address of Rental Property: _____

_____AGI Worksheet

_____Lease Agreement

_____Utility Allowance

_____Intake Application

_____Section 8 Certification

_____Income Certification

_____Employment Verification

_____Unemployment Verification

_____Child Support Verification

_____Asset Verification

_____Social Security Verification

_____Telephone Verification

Right Side Contents:

Landlord's Name: _____

APP ID: _____

Renter's Name: _____

Address of Rental Property: _____

_____Landlord Checklist

_____Release form and Consent Form

_____Social Security card / Driver's License

_____Retirement / Pension

_____Certification of Zero Income

_____Life Insurance Information

_____Paystubs

_____Bank Statements

_____Applicant Income Application

_____Additional Information