

Tenant Initials _____
Date _____



Santa Clara Pueblo Housing Authority

201 Road Runner Road, Espanola NM 87532-1313

Phone: (505)-753-6170 Fax: (505) 257-3715

info@scphousing.org – www.scphousing.org

TENANT RENTAL AGREEMENT TOWNHOME PROJECT

THIS TENANT RENTAL AGREEMENT (Agreement) is entered into effective this ____ day of _____, 20____, by and between the Santa Clara Pueblo Housing Authority (SCPHA) and _____ (collectively or individually, Tenant).

In consideration of the terms, conditions, covenants, and warranties hereinafter mentioned to be kept, honored, and performed by the parties, it is hereby agreed as follows:

TERMS AND CONDITIONS

1. **Premises.** The premises subject to this Agreement are more particularly described as Unit # _____ (Unit) in Building # _____ located at the Townhome Project Site (Townhome Area).

2. **Term.** The term of this Agreement is one year, to commence on the ____ day of _____, 20____ and to end on the ____ day of _____, 20____, unless terminated sooner by SCPHA or Tenant. At the end of the term, Tenant shall vacate the Unit unless SCPHA and Tenant agree to renew the right of occupancy by execution of a new agreement. SCPHA shall provide to Tenant a new agreement no less than thirty (30) days prior to the expiration of this Agreement. Renewal of this Agreement is subject to Tenant's compliance with all of the terms and conditions contained in this Agreement.

3. **Rent.** The monthly rental rate of _____ dollars (\$_____) is due on or before the first (1st) day of each month and is considered delinquent at the end of business on the third (3rd) calendar day of the month. SCPHA will treat delinquent payments as a breach of this Agreement and may initiate action to terminate this Agreement.

A. All payments are to be delivered to the SCPHA business office in person or mailed to 201 Road Runner, Espanola, NM 87532-1313, or at such other address as SCPHA may later specify for that purpose by Notice to Tenant.

B. Payments may be made by personal or cashier's check, money order, automated clearing house (ACH), or payroll deduction.

C. If a personal check, ACH payment, or payroll deduction is not honored due to insufficient funds, Tenant's account shall be assessed a service charge of an amount at current bank rates and Tenant will no longer be able to pay by personal check, or ACH, or payroll deduction; in the event that this occurs, an alternative payment source of payment must be made immediately.

4. **Residents.** No person other than those listed in this Agreement as residents (Residents) may occupy the Unit on a permanent basis without the prior written approval of SCPHA. The Residents are:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Failure to notify SCPHA of new residents may be grounds for termination of this Agreement.

5. **Conditions of Continued Occupancy.** Continued occupancy and use of the Unit shall be subject to the SCPHA Townhome Conditions of Occupancy (Conditions), as may be amended from time to time, a copy of which has been provided by SCPHA to Tenant, and receipt of which is hereby acknowledged. A violation of the Conditions may be grounds for termination of this Agreement and for other legal sanctions. Tenant further agrees:

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A. To comply with all applicable laws and regulations, as they now exist or may hereafter be amended, affecting the use or occupancy or maintenance of the Units, including but not limited to Chapter 27 of the Pueblo of Santa Clara Law and Order Code—Regulation of Non-Member Residence; and

B. To surrender the Unit in good order and repair upon termination of this Agreement.

6. SCPHA Obligations. SCPHA agrees to make necessary repairs to the Unit caused by normal wear and tear; to keep the Townhome Area, buildings, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in safe condition; and to maintain electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances supplied by SCPHA in good and safe working order and condition. If Tenant, Residents, or guests of Tenant or Residents intentionally or negligently cause damages requiring maintenance or repairs, the reasonable cost of such maintenance or repairs shall be charged to and paid by Tenant.

7. Damage or Injury to Tenant or Tenant's Property. SCPHA is not responsible for any damage, injury, or harm that is done to Tenant or his or her property, to Residents or their property, or to guests of Tenant or Residents or their property, unless resulting from a willful or negligent act or omission of SCPHA. SCPHA is not responsible for the actions, or for any damages, injury, or harm caused by actions or omissions of third parties (such as other Residents, guests, intruders, or trespassers) that are not under the direct control of SCPHA.

8. Breaches or Noncompliance. If Tenant breaches any of his or her obligations under this Agreement or fails to comply with the terms of this Agreement, and after such breach or noncompliance comes to the attention of SCPHA, SCPHA may initiate action to terminate this Agreement.

9. Termination by SCPHA and/or Eviction. If SCPHA initiates action to terminate this Agreement, Tenant may have certain rights to continued occupancy as provided in the Conditions and in this Agreement. SCPHA may not terminate or refuse to renew any tenancy except upon breach of this Agreement, including but not limited to failure to comply with the Conditions and applicable laws and regulations. If Tenant is evicted from the Unit, he or she shall not be eligible for future residency in any Townhome unit.

10. Expedited Termination. SCPHA may use expedited procedures to terminate this Agreement for any actions involving any serious violation. For purposes of this Agreement, a serious violation is any activity, engaged in by the Tenant, any member of the household of the Tenant, or any guest or other person under the control of the Tenant that:

A. Immediately threatens the health or safety of, or right to peaceful enjoyment of the premises by, other Residents or employees of SCPHA;

B. Immediately threatens the health or safety of, or right to peaceful enjoyment of their premises by, persons residing in the immediate vicinity of the premises; or

C. Results in a criminal conviction related to activity on or off the premises involving drug related activities, domestic violence, sexual assault, or other activity that results or could result in serious bodily injury to another; or

D. Results in the revocation of Permitted Resident status under Chapter 27 of the Pueblo of Santa Clara Law and Order Code.

11. Termination of Agreement by Tenant.

A. Tenant may terminate this Agreement by giving SCPHA a thirty (30) day written notice of such, and the Agreement shall terminate on the thirtieth (30th) day after SCPHA receives such notice.

B. Tenant may terminate this Agreement immediately for emergency purposes, subject to approval of the SCPHA Board of Commissioners; provided, however, Tenant shall remain responsible for rent for the term of this Agreement until such time that the Unit is occupied by another Tenant.

C. If the Tenant terminates this Agreement and vacates the unit without notice to SCPHA, he or she shall be charged rent on a prorated daily basis for the shorter of:

(1) The period of time the unit is vacant; or

(2) Thirty (30) days after SCPHA learns of the vacancy.

D. If the Tenant terminates this Agreement, he or she shall not be eligible to reside in any Townhome units for six months from the date of termination or from the date all balances owed to SCPHA were paid in full, whichever comes later.

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12. Abandonment.

A. If Tenant is absent from his or her Unit for more than seven (7) consecutive days without prior written notice to SCPHA, and rent is delinquent for at least thirty (30) days, he or she shall be deemed to have abandoned the Unit, and SCPHA may terminate this Agreement in accordance with the provisions herein.

B. A Tenant who abandons his or her Unit shall remain subject to the terms of this Agreement, including the obligation to make monthly payments, until SCPHA terminates this Agreement in writing. Tenant shall also be responsible for maintenance, replacement, and utility costs, plus the cost of securing the vacant building. Rents shall not be assessed for a period in excess of sixty (60) days from the date SCPHA determines that the Unit has been abandoned.

C. Any property of Tenant found in the Unit after abandonment may be stored in any reasonably secure place, including the Unit itself. SCPHA will provide Tenant with a written notice of where such property is being stored, who to contact regarding its retrieval, and the application of a mandatory \$300 storage fee to be paid prior to the release of the property. The notice will also state that SCPHA will give Tenant thirty (30) days to claim property. If property is still unclaimed after thirty (30) days, SCPHA will, at its discretion, sell or dispose of the property. The costs of disposal of property will be charged to Tenant, and any proceeds of the sale will be applied to Tenant's account.

13. Reimbursement by Tenant. Tenant agrees to reimburse SCPHA promptly for any loss, property damage, or cost of repairs or service (including plumbing trouble) caused by negligence or improper use by Tenant, his or her agents, Residents, or their guests. Tenant shall be responsible for damages caused by leaving windows or doors open. Tenant agrees to pay all costs incurred by SCPHA incidental to any abandonment of the Unit or other breach of this Agreement by Tenant. If SCPHA prevails in any suit for eviction or any other debt or charges, Tenant agrees to pay all court costs and attorney's fees incurred by SCPHA. These reimbursements are due when SCPHA or its representatives makes demand upon Tenant. SCPHA's failure or delay in demanding any reimbursements or other sums due by Tenant shall not be deemed a waiver, and SCPHA may demand them at any time, whether before or after Tenant vacates the Unit.

14. Vacating. Should Tenant or SCPHA terminate this Agreement, Tenant agrees to vacate the Unit on or before the termination date. If Tenant fails to vacate on or before the required date, he or she shall be liable to SCPHA for all enforcement and other costs incurred by SCPHA incidental to Tenant's failure to vacate.

15. Destroyed or Untenable Unit. If the Unit is destroyed or damaged so as to be unfit for occupancy due to fire or any other natural cause, SCPHA may elect to terminate this Agreement immediately and may elect not to immediately rebuild or restore the destroyed or damaged premises by giving Tenant written notice. If the destruction or damage was not caused by Tenant's intentional act or negligence, upon termination of this Agreement any remaining credit balance in Tenant's account shall be prorated and the balance, if any, refunded to Tenant. If the destruction or damage was caused by Tenant's intentional act or negligence, Tenant shall be responsible for the cost of the damage.

16. SCPHA's Exercise of Rights and Remedies. SCPHA may exercise any or all of its legal rights and remedies in any combination, at its option. The use of one or more of these rights or remedies shall not exclude or waive the use of any other.

17. False or Misleading Rental Application. This Agreement is entered into by SCPHA based on statements made by Tenant in his or her application. Misrepresentations or withholding of material information in applying for or reapplying for admission or reapplying for continued admission constitutes a breach of this Agreement and may be grounds for termination.

18. Modifications. This Agreement constitutes the final and entire Agreement between the parties, and there is no Agreement or promise on the part of either party to do or omit to do any act or thing not herein mentioned. This Agreement is intended as a complete and exclusive statement of the terms and conditions of the parties' Agreement and may not be effectively amended, changed, modified, or altered without the written consent of both parties.

19. Assignment. No assignment of the obligations of this Agreement in whole or in part, and no assignment or encumbrance of any interest in the compensation agreed to be paid under this Agreement, shall be made without the prior consent of SCPHA, which consent may be granted or withheld at the sole discretion of SCPHA.

20. Governing Law; Forum. This Agreement shall be deemed to have been formed on and shall be governed by the laws of the Pueblo of Santa Clara, which shall be the appropriate legal forum. In the absence of applicable tribal law, this Agreement may be construed in accordance with the laws of the state of New Mexico; *provided* that reference to and use of state law does not confer any jurisdiction to the state.

21. Attorneys' Fees. Upon determination of breach or default of this Agreement by one of the parties, the other party shall have the right to recover from the breaching party all reasonable attorneys' fees, expert witness fees, and court costs incurred in enforcing its rights hereunder or in successfully defending itself against the claims by the breaching party.

