

RESOLUTION TO APPROVE REVISIONS TO THE HOUSING DEPARTMENT RENTAL PROGRAM  
POLICIES AND PROCEDURES - EXHIBIT "B"

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

**I. General Policy Statement**

These policies and procedures are to govern the eligibility for, admission into, and occupancy of the rental housing units owned by the Poarch Band of Creek Indians (hereinafter the "Tribe") and the various programs offered and governed by the Tribe's Housing Department (hereinafter the "Department") for qualifying participants. The objective is to provide rental housing to qualifying Tribal Members in a safe and sanitary environment.

It is the general policy of the Department that all Tribal rental housing is provided primarily as temporary housing until participants can better their living conditions.

**II. Purpose**

In general, these Policies and Procedures are designed to serve as:

1. A guide for the Department's staff to use in determining eligibility, admission of applicants, selection criteria and occupancy standards;
2. A document that provides for consistent, equitable, and uniform treatment of applicants;
3. A basis for decision making by the Department's staff; and
4. A guide for residents with regard to their obligations and duties in renting property from the Tribe.

**III. Definitions**

- A. "Adult" means an individual who is nineteen (19) years of age or older.
- B. "Applicant" means the eligible persons seeking admission into the Rental Program.
- C. "Essential Personnel" means employees and staff designated by the Tribe to be critical to the continuation of key operations and services in the event of an emergency or suspension of operations. The Applicant's employment must have been recognized by the Tribe as "Essential" prior to applying for a rental unit if the Applicant is attempting to qualify for housing as "Essential Personnel".
- D. "Family" means one or more individuals who live together, whether married or unmarried. Family includes a single individual, a group with or without children, elderly family whose head of household is at least 62 years of age, and disabled family consisting of one or more persons with a disability.

- E. “Federally-Funded Housing Unit” means a rental housing unit primarily used by Applicants who qualify as low income participants, are homeless, are living in an overcrowded condition, or are living in a substandard dwelling as defined by the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA).
- F. “Head of Household” means the Tribal Member. In the case of both adult members being Tribal Members, the Tribal Member who has the higher income shall be designated as the Head of Household.
- G. “Household Income” means the income of all members of the household, including the Head of Household, the spouse of the head of household, and children 19 and older, except for those children between the ages of 19 to 26 that are full time students.
- H. “Indian” means a member of a federally recognized Indian Tribe.
- I. “Low Income” means that Applicant’s Household Income is between 40% to 80% of the median income for the area or the United States, whichever is greater, as determined by HUD.
- J. “Over Income” means that Applicant’s household income is between 80% to 100% of the median income for the area or the United States, whichever is greater, as determined by HUD.
- K. “Overnight Visit” is any presence between the hours of 10:30 p.m. and 6:00 a.m.
- L. “Persons with Disabilities” or “Disabled Person” shall have the same meaning as set forth in Section 4 of the Native America Housing Assistance and Self Determination Act of 1996, as amended (NAHASDA”), specifically, a person who:
  - 1. Has a disability as defined in section 223 of the Social Security Act;
  - 2. Is determined pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment which:
    - a. Is expected to be of long-continued and indefinite duration;
    - b. Substantially impedes his or her ability to live independently; and
    - c. Is of such nature that such ability could be improved by more suitable housing conditions; or
  - 3. Has a developmental disability as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act.

Such term shall not exclude person who has the disease of acquired

immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. Notwithstanding any other provision of law, no individual shall be considered a person with disabilities, for purposes of eligibility for housing assisted hereunder, solely on the basis of any drug or alcohol dependence.

- M. "Resident" means the Applicant who has been approved for a rental unit and who resides in the rental unit.
- N. "Spouse" means an Applicant's husband or wife as defined and lawfully recognized under state law for the purposes of marriage in the state where the Applicant was married.
- O. "Tribal Member" means an enrolled member of the Poarch Band of Creek Indians.
- P. "Tribal Obligation" shall mean a Tribal Member's obligation to make a payment to the Poarch Band of Creek Indians due on loans and advances from the Poarch Band of Creek Indians or Tribal entities, and for fees, costs, rent damages, judgments, user fees, or other charges arising from programmatic benefits and governmental services provided by the Poarch Band of Creek Indians or Tribal entities to such member.
- Q. "Tribal Obligation Default" shall mean a failure of a Tribal Member to make timely payment of a Tribal Obligation in accordance with its terms.
- R. "Tribally-Funded Housing Unit" means a rental housing unit for participants of all income levels.
- S. "Tribe" means the Poarch Band of Creek Indians.
- T. "Very Low Income" means that Applicant's Household Income is between 35% to 40% of the median income for the area or the United States, whichever is greater, as determined by HUD.

#### **IV. Conditions**

Since the demand for rental housing exceeds the Department's ability to supply, Applicants must be advised of the following:

- A. All Applicants that are approved for Tribal rental housing must execute a Lease Agreement and agree to comply with the terms and conditions of the Lease Agreement as well as all directives, rules, policies and procedures issued by the Department. All Lease Agreements shall be for a set rental term as established by the Department.

- B. **Primary Residence and Private Single Family Dwelling:** All rental units shall be used and occupied by the named Resident(s) and his or her family as the Resident's primary residence and as a private, single family dwelling. A person not listed on the application or lease shall not be permitted to reside in the rental unit without first obtaining the Department's written consent. No part of any rental unit shall be used, at any time, for the purpose of carrying on any business, profession, or trade of any kind.
- C. **Residents in need of a Live-In Caretaker:**
1. If any Tribal Resident requires a live-in caretaker or any assisted care, the Resident must be screened by Family Services for participation in the In-Home Services Program. Family Services will advise the Department whether the Resident qualifies for assisted care and will work with the Resident to establish care.
  2. Any non-Tribal Resident who requires a live-in caretaker or any assisted care must provide proof of medical necessity. All caretakers must be properly licensed and must successfully pass a background check by the Tribal Police Department.
  3. If it is determined at a later date that a live-in caretaker is no longer needed/medically necessary, the caregiver will be required to vacate the premises.

V. **Eligibility for Rental Housing**

A. **Application**

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

All adults nineteen (19) years of age or older applying for the same rental housing unit must submit income verification and proof of identification with the Application. Adults between the ages of 19 and 26 who are verified full-time students do not have to submit income verification.

If a resident of Tribal rental housing vacates or is evicted from a housing unit due to being the perpetrator of any of the offenses listed below, a new application will not be accepted from that individual for a period of two (2) years from the date of vacating/eviction:

1. Domestic violence
2. Drug use, sale/distribution, or trafficking/manufacturing
3. Sexual misconduct
4. Destruction of rental property
5. Any other criminal or violent offense

**B. Credit Score Requirements**

Residence at Moniac Townhouses requires that applicants have a minimum credit score as established by the Department. The application designates which of the rental units have minimum credit score requirements. Applicants who request to be considered for these units must also sign an authorization for the Department to request a credit report and score on the Applicant(s). All adult applicants must authorize a credit report to be requested. If more than one adult is applying for a unit, the credit scores of the all adult applicants will be reported, and the higher of the scores will be used in determining whether the applicant meets the minimum score established by the Department.

If a Tribal Member Applicant cannot meet the minimum credit score requirement, the Applicant may still be allowed to participate in the program if he or she agrees (i) to receive any Tribal Distributions in monthly payments; and (ii) to have the payments due to Housing deducted prior to any distribution being made to the Tribal Member. If distribution has been made to the Tribal Member, then the Tribal Member must pay one (1) year of rent in advance to Housing and the Tribal Member must elect to receive future distributions monthly. The Applicant must sign an agreement to this effect prior to being allowed to occupy a rental unit. The Applicant may request a new credit report be run at the time of renewal. If the minimum credit score is met at renewal, the Tribal Member will no longer be required to pay rent one year in advance.

- C.** If an Applicant has occupied and vacated a rental unit on three (3) or more previous occasions, the Applicant will not be eligible for another rental unit for a period of one (1) year from the most recent date that a rental unit was vacated. In exceptional circumstances, the Housing Director has the discretion to accept the application if there are no Tribal Members on a waiting list for the requested rental unit.

**D. Income Limitations**

1. The income limitation for any given year shall be established in accordance with the Office of Native American Programs' latest published median income limits under the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA).
2. Total income from each member of the household will be used to determine the total household income. Non-reoccurring and temporary income will not be

included as income for the purpose of determining rent. The following are not considered as income:

- a. Casual, sporadic and irregular gifts
- b. Reimbursement for cost of illness or medical care
- c. Lump sum additions to assets (e.g., inheritance, land sale, etc.)
- d. Educational scholarships
- e. Special combat pay for military head of household
- f. Relocation payments
- g. Value of food stamps
- h. Lump sum insurance settlements
- i. Child support payments
- j. Elder Benefits
- k. General Welfare

E. Income Verification

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

1. Current tax return forms;
2. W-2s, 1099, recent paycheck stubs, statements from employers, and/or other pertinent sources giving authoritative information concerning all amounts of income;
3. Certified statements or data from bank accounts, self-employed persons and/or irregular wage earners such as salesmen, taxi drivers, etc., setting forth gross receipts, itemized expenses and net income; and
4. Any and all other reported income including per capita distributions.

F. Over-Income Applicants

1. Those applicants exceeding the yearly established median income limit shall be considered over-income applicants.
2. Over-income applicants shall only be eligible for placement in Tribally-Funded Housing Units.
3. Under certain circumstances, the Department may assign over-income applicants to rental housing units where income limitations are applicable when such applicants are determined to be "essential" to the community as allowed by NAHASDA.
  - a. An Applicant is "essential" to the community if he or she is emergency or medical response personnel or other emergency first responder.

- b. "Essential" applicants will not receive the same benefits (e.g., rent, utilities allowances) as low-income Applicants.

**VI. Receipt of Application/Determination of Eligibility**

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

- A. A 10-year criminal background check shall be performed on all new Applicants and any adults 19 years of age or older who are identified as residing in the Applicant's household. The background check will be performed at the time the Application is filed and again when a rental unit becomes available. All criminal background checks shall be performed by the Poarch Band of Creek Indians Police Department at the expense of the Tribe. The results of the criminal background check shall be used by the Housing Department for Applicant screening purposes only and will be maintained and/or disclosed only to authorized Housing staff as designated by the Housing Director and in accordance with applicable Tribal and/or federal laws. Any resulting information may not be disclosed to any person who is not an officer, director, employee or authorized representative of the Tribe and who does not have a job-related need to have access to the information for purposes of this Policy.

If either background check (at the time of application or prior to move-in) results in the report of any felony or Class A misdemeanor convictions that have occurred within three (3) years immediately preceding the date of the background check, the Applicant's request for Tribal housing will be denied. If the 10-year background check results in other felony and misdemeanor convictions, or if there are pending felony or Class-A misdemeanor charges occurring within three (3) years immediately preceding the date of the background check, the Housing Director has the authority to approve the Applicant on a probationary basis, subject to the limitations listed below. Said probationary period shall be for three (3), six (6), or nine (9) months, depending on the level of severity of the charges. If Applicant/Resident is determined to be ineligible because of an adult residing in Applicant/Resident's household, the Applicant/Resident shall be given the opportunity to remove the adult member from his or her household.

If any of the following felony or misdemeanor convictions are discovered on any background check and the conviction occurred within ten (10) years immediately preceding the date of the background check, the Applicant is subject to approval on a probationary basis as outlined:

1. Sex offenses: No probation shall be allowed. These applications will be denied.
2. Domestic Violence: No probation shall be allowed if the application is for a Federally-Funded Housing Unit. Probation may be allowed at the

Housing Director's discretion if the application is for a Tribally-Funded Unit.

3. Physical assault: Probation may be allowed at the Housing Director's discretion.

If an Applicant is approved on a probationary basis, an additional background check will be conducted at the end of the probationary period. If no problems or incidents occur during the probationary period, and no additional felony or misdemeanor convictions or criminal activity is reported on the additional background check, the Applicant will be allowed to proceed with an annual lease. If the same charges that placed the Applicant in a probationary status are still pending, the probationary period may be extended until the matter is resolved.

- B. Residents who are already living in a Tribal rental unit before the criminal background checks were initiated are subject to a criminal background check covering up to three (3) years. If the Resident has been living in the rental unit less than three (3) years, the criminal background check will include only the time when the Resident has lived in the rental unit. Residents are subject to eviction if the background check results in the report of any felony or Class A misdemeanor convictions during the past three (3) years as outlined in Section VI(A) above.
- C. Applicants are responsible for providing all the necessary information and for accurately completing applications as required. They must certify that all information contained on their application is true and accurate to the best of their knowledge. They are also responsible for making corrections and updating their applications. Failure to update applications for a period of twelve (12) months is grounds for placing the application in an inactive file.
- D. The Department's staff shall maintain a file for each applicant. All information provided by the applicant, verification of information, and all relevant correspondence with the application shall be contained in the file. Applications shall be maintained as follows:
  1. Active/Qualified Waiting File shall contain applications under active consideration. Each application shall be given a competitive score by the Department's staff in accordance with the score sheet attached as **Exhibit B** hereto. Applicants who wish to be removed from the file may submit a written request to the Department's staff.
  2. Incomplete/Pending File shall include those applications that have not been sufficiently completed or verified for a determination of eligibility. Applicants who submit an incomplete application shall be notified, if possible, and given fourteen (14) calendar days to submit the missing information. If the information is not submitted within the fourteen (14) calendar days, the application shall be moved to the Inactive File until completed or destroyed.



3. Inactive File shall contain applications that are incomplete or have not been updated for twelve (12) months. Applications will be destroyed in according with tribal laws and policies.

**VII. Selection Procedure and Requirements**

A. Tribally-Funded Housing Units

The Housing Department's Staff will select eligible applicants for Tribally-Funded Housing Units from the Active/Qualified Waiting List based on the score sheet, attached as **Exhibit B**. The score sheet is designed to reflect the following order of priority and selection preference:

1. Enrolled Poarch Creek Indian Tribal Member(s) who are head(s) of household;
2. Enrolled Poarch Creek Indian Tribal Member(s) in a home whose head(s) of household are non-Indian;
3. Tribal members of other federally recognized tribes; and
4. All others.

B. NAHASDA Federally-Funded Housing Units

NAHASDA Federally-Funded Housing Units are available only to:

1. Low income enrolled Poarch Creek Indian Tribal Member(s) who are head of household;
2. Low income enrolled Poarch Creek Indian Tribal Member(s) in a home whose head of household are non-Indian;
3. Low income tribal members of other federally recognized tribes; or
4. Tribal essential personnel.

For these units, the score sheet shall be used to assist with prioritizing applications.

**VIII. Notification of Selection and Tenant Requirements**

A. Upon selection of an applicant, the Department's staff will notify the selected Applicant via US Mail within two (2) working days of selection with the following information:

1. The Applicant has been tentatively selected for participation in the Tribal rental housing program.
2. Selection is subject to a final income and eligibility verification.
3. The Applicant may be required to participate in counseling/training sessions prior to occupancy.

4. The applicant has ten (10) calendar days to respond to the notice by rejecting the offered rental unit or accepting the unit and providing the requested information for the completion of the verification process. If the applicant has not responded to the Housing Department's written notice by the third (3rd) business day, then the Department's staff shall attempt to call the Applicant to inform the Applicant of his/her selection and the process. The staff shall attempt to call the Applicant three (3) times unless the staff speaks with the Applicant prior to that time.
5. Failure to respond within ten (10) calendar days from receipt of the notice of selection will be regarded as a rejection of the offer.
6. Upon acceptance of a rental unit, the applicant has ten (10) business days in which to occupy the unit. Any exception to this requirement must be approved by the Housing Director.
7. Lease
  - a. A lease shall be executed, and a security deposit shall be tendered by the Applicant prior to occupancy of a rental unit. All adults applying to live in the rental unit will sign the lease. The lease is attached hereto as **Exhibit C**.
  - b. Residents shall be required to pay a security deposit prior to occupancy as follows:
    1. \$200.00 for Federally-Funded rental units.
    2. \$350.00 for Tribally-Funded rental units.
    3. \$500.00 for the Moniac Townhouses.
    4. \$100.00 for Willow Creek Subdivision.
  - c. A default of the lease or damage to the rental unit that exceeds the security deposit shall be considered a Tribal Obligation Default. As a Tribal Obligation Default, the Housing Department shall, upon written notice, have the right and authority to retain and apply Resident's share of any distributions paid to the Resident from the Poarch Band of Creek Indians, including per capita distribution, General Welfare, or any other monies paid to the Resident, without any further action, proceeding or authorization by the Tribal Court or any other authority.
8. If any of the deadlines imposed by this Section falls on a weekend or holiday recognized by the Tribe, then the Applicant shall have until the next business day to respond or comply with the deadline.

9. If an Applicant has been selected for a rental unit and turns the unit down, he/she may not reapply for a period of one (1) year. However, if the rental unit that the applicant would be applying for does not have any applications on file, their application may be considered by the Housing Director.
- B. If at any time during the pendency of an application, the applicant's contact information, including telephone number and mailing address, has changed, the applicant must immediately notify the Department staff of such changes, so as to ensure notice is properly served. The Department is not responsible for any lapse of an offer due to an applicant's failure to notify staff of any and all changes in contact information.

**IX. Occupancy Standards for Rental Units**

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

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

- B. Exceptions that May Necessitate a Variation from the Above Schedule:
1. Children of different genders shall not be required to share a bedroom.
  2. The family shall not be required to have more than two (2) children of the same sex per bedroom, excluding the master bedroom.
  3. Two (2) children of the same gender who are separated by more than six (6) years in age may not be required to share a bedroom, depending upon the availability of units.
  4. Under certain circumstances, other exceptions may be made by the Housing Director. Factors that may be considered are age and sex of children, potential changes in family composition, and availability of unit sizes.
- C. Transfers to Other Rental Housing Units:
- Transfers between Tribal housing units are generally not permitted. However, subject to availability, consideration may be given if:

1. Upon written request by the Resident, the Department Director determines that there are documented medical reasons warranting the transfer; or
2. The Department Director determines that the resident's current family composition no longer conforms to the unit size, or the resident/household fails to comply with other applicable program guidelines.

Except in the case of evictions, if the Housing Director requires the resident to move to another Tribal rental unit or non-Tribal housing, the Housing Department will assist with payment of any deposits for utilities or security deposits at the new residence in order to help facilitate a smooth transition to the new residence.

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

#### **X. Pet Policy**

The Tribe has adopted a Pet Policy that outlines the rules regarding keeping a Pet at a rental unit. The Pet Policy lists specific fees and fines that are applicable to Pet ownership. The Pet Policy shall be strictly adhered to and every Tenant who chooses to have a Pet in a rental unit shall execute a Pet Addendum to the Lease Agreement (**Lease Exhibit 3**) stating that they have read the Pet Policy and they agree to abide by it.

#### **XI. Re-Certification of Income/Renewal of Lease/Household Composition**

##### **A. Recertification**

1. Re-certification applies to all residents of Rental Housing.
2. Residents are required to submit additional information at the time for re-certification if the Department's staff deems it necessary to complete the family's records or to assist in determining income and rent. Information which may be required includes, but is not limited to, current income verification, changes in household composition, social security numbers for new family members, divorce decrees, marriage certificates, and receipts for various expenses.
3. The Department's staff will send notices annually to all residents regarding the dates for re-certification of income for the subsequent calendar year in accordance with these policies and procedures.
4. In addition, residents may voluntarily request a re-examination of income and/or re-certification if they feel that circumstances have occurred that would affect their monthly required rent.
5. The Department's staff will notify residents in writing of any discrepancies or

questions regarding income, household compositions, or other stated facts revealed during the re-certification process. The notices will state any corrective action to be taken by the resident.

6. Failure to provide any necessary recertification documentation to the Department shall result in the imposition of late penalties which shall be added to Participant's monthly payment as follows:
  - a. For the first month, the late penalty is \$50.00 if the documents are received after the Due Date.
  - b. For the second month, the late penalty is \$75.00 if the documents are received after the Due Date.
  - c. For the third month, the late penalty is \$100.00 if the documents are received after the Due Date.
  - d. For the fourth month, the late penalty is \$225.00 if the documents are received after the Due Date.
7. If re-certification documents are not received by the first day of the fourth month after the Due Date, in addition to the late penalties, the resident will be declared in default of his/her lease and the Department will terminate the lease and proceed with eviction and/or collection, if necessary.

**B. Renewal**

1. Lease agreements may be eligible for renewal subject to the following:
  - a. The resident's compliance with all rules and requirements as set forth in the lease agreement;
  - b. The Resident's compliance with these Policies and Procedures, including re-certification;
  - c. The Housing Department Director's approval for residents who are in compliance and have satisfied all requirements; and
  - d. Upon lease renewal, all adults 19 years of age or older residing in the unit must successfully pass a background check conducted by the Tribal Police Department. If the background check results in the report of any felony or Class A misdemeanor conviction that has occurred within the time period during which the Resident has lived in a Tribal rental unit or five (5) years immediately preceding the date of the recertification, whichever is shortest, the Resident shall be evicted in accordance with this Policy. If the background check results in the report of other misdemeanor convictions,

the Housing Director has authority to approve the Resident's renewal on a probationary basis. Said probationary period shall be for three (3), six (6) or nine (9) months, depending on the level of severity of the conviction.

2. In order to determine whether a resident is in compliance with his or her lease and these Policies and Procedures, rental units shall be subject to an annual inspection by the Housing Department's staff. Housing staff shall provide notice of inspection at least forty-eight (48) hours in advance unless an emergency situation exists, in which instance the Director shall document the reason for shorter notice being given.
3. The Department's staff will send notices annually to all residents regarding the dates and times for annual inspections for the subsequent calendar year in accordance with these Policies and Procedures.
4. Nothing in this section shall be construed as altering, amending, limiting or restricting the Department's right to inspect any rental unit at all reasonable times as provided in the lease agreement.
5. If during the term of the Lease Agreement, a non-Tribal member tenant who was named on a lease no longer qualifies to be a tenant (ex: no longer has a tribal member or tribal member dependent in the residence), the Lease Agreement will not be renewed when the term ends. The non-Tribal member shall be required to vacate the rental unit at the end of the lease term or within sixty (60) days of notification from the Housing Department that he or she no longer qualifies as a tenant, whichever is later. If the tenant shows proof of a significant financial hardship or mental incompetence, the time to vacate may be extended an additional sixty (60) days. In no case shall the time to vacate be longer than one-hundred twenty (120) days.
6. Residents who are not in compliance with these Policies and Procedures or who have outstanding issues which prevent the Housing Director from approving the renewal request may appeal the decision by following the Grievance Procedure as outlined in Section XV below.

## **XII. Rent Payments**

- A. Standardized rent payments for low income residents may be adjusted annually by the Housing Department in order to meet budget restraints and to keep rental housing safe and sanitary. See **Exhibit E** for the current rent payments for the low income residents.
- B. Payments for low income Elderly residents residing in Willow Creek subdivision are based on the resident's income and cannot exceed one hundred (\$100.00) dollars per month.

- C. Rent for low income residents residing in Federally-funded rental housing will not exceed thirty (30) percent of their monthly adjusted income, and shall be calculated in the following manner:

$$\text{Adjusted Gross Income} \times 30\% \div 12$$

- D. Only low-income Elderly residents and Persons with Disabilities who are residents are authorized a utility allowance, which is currently set at fifty (\$50.00 dollars) per month.
- E. Residents of tribally-funded rental units will be charged a monthly rent consistent with the amounts listed on **Exhibit E** to these Policies.
- F. Residents subsequently declared over-income through the re-certification process will have their rent increased by 10% of their net income, with the exception of the Moniac Townhouses where the rent is fixed at Five Hundred Dollars (\$500.00) per month. The new rental amount shall not exceed Four Hundred Seventy-five Dollars (\$475.00) per month for low-income units. The rent increases for over-income residents will be implemented over a twelve (12) month period at the rate of Twenty-Five Percent (25%) each quarter (every 3 month period). Residents in low-income units who are subsequently determined to be over-income shall be required to move to an over-income unit. If no over-income units are available, the Resident shall be responsible for finding alternate housing.
- G. Errors in Calculating Rent Payments

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

- H. Adjustments/Abatements of Rent Payment Amounts

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

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

### **XIII. Eviction Proceedings**

- A. Once the resident's account is delinquent it will be frozen and notice will be sent to the resident demanding payment. If the resident wishes to settle the matter with the Housing Department, the resident shall contact the Tribe's Legal Department within fourteen (14) days from the date of the notice.
- B. If the account is not brought current within fourteen (14) days, a Notice to Vacate will be sent to the resident. If the resident does not vacate the premises by the date indicated in the Notice to Vacate, a Complaint for eviction and demand for payment of past due rent and/or damages will be filed with the Tribal Court. If the Tribal Court issues an order of eviction, the Department's staff will monitor the unit and arrange for lock down of the unit on the day scheduled for eviction. In any case, the delinquent account will remain on record, and the Department's staff will continue to use any and all legal remedies for collection of the delinquent balance, late fees, damage fees, and court costs.
- C. It will be the responsibility of the evicted resident to remove all personal property from the unit. If any property is left in the unit after the deadline in the eviction order, the Department's staff may dispose of any such abandoned personal property by any legal means.
- D. With respect to any notice of eviction or termination, a Resident shall be informed of and provided with the opportunity, prior to any hearing or trial, to examine any relevant documents, records, or regulations directly related to the eviction or termination.

### **XIV. Demolition and Disposition**

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

### **XV. Grievance Procedure**

- A. Grievance Process
  - 1. If there is any disagreement about a denial of the initial application or renewal of the Lease Agreement, the Applicant must initiate the grievance process by submitting a written letter to the Housing Department within ten (10) business days of the denial.
  - 2. When the signed letter is logged in with the date and time of receipt, it will be reviewed by the Housing Director with input from any other involved staff. A written response will be provided to the Applicant within ten (10) business days.



3. If there continues to be questions or disagreements about a denial of the initial application or renewal of the Lease Agreement, the Applicant must submit a letter to the Tribal Member Services Division Director within ten (10) business days after the decision of the Housing Director is made, requesting a review of the housing file and relevant documents.
4. The Tribal Member Services Division Director can concur with the decision of the Housing Department or make recommendations regarding approval of or a revision to the initial decision. A written response will be provided to the Applicant within five (5) business days.
5. If there continues to be questions or disagreements about a denial of the initial application or renewal of the Lease Agreement, the Applicant must submit a letter to the Chief Financial Officer within ten (10) business days after the decision of the Tribal Member Services Division Director is made, requesting a review of the housing file and relevant documents. The Chief Financial Officer can concur with the initial decision or make recommendations regarding the initial application or renewal of the Lease Agreement. A written response will be provided to the Applicant within five (5) business days.

**B. Appeal Process**


1. When the Applicant does not agree with the decision rendered at the departmental level after exhausting all administrative remedies, the Applicant may seek to appeal the decision by filing a notice of appeal with the Tribal Grievance Board.
2. The appellant must provide written notice to the Tribal Grievance Board by filing the intent to appeal in the Regulatory Affairs Division Office within fourteen (14) calendar days of the receipt of the final departmental decision. The Appeal Notice shall set forth the specific issues and reason(s) for the request, along with any other relevant statements or documents the appellant desires to include. Upon receipt of the Appeal Notice, the appellant will be provided a copy of the established appeal procedures set forth by the Tribal Grievance Board.
3. Any decision made by the Tribal Grievance Board is considered final and no other administrative action is available to an appellant.

**XVI. Implementation**

The Housing Director and Staff are tasked with the requirement to implement the

Housing Rental Program by promoting it, developing any other necessary forms and developing a point system that would lead to the creation of a list of Applicants that is to be prioritized and maintained.

These policies and procedures are adopted by the Poarch Band of Creek Indians Housing Department on this 01 day of 28, 2022. These Policies and Procedures supersede any previously approved Rental Policies and Procedures and will apply to any applications or lease renewals in effect at the time of policy adoption or approved after the date of adoption.

  
\_\_\_\_\_  
Housing Director  
Poarch Band of Creek Indians

1/28/2022  
\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
**Applicant/Resident #1 Signature**

\_\_\_\_\_  
**Applicant/Resident #1 Printed Name**

\_\_\_\_\_  
**Applicant/Resident #2 Signature**

\_\_\_\_\_  
**Applicant/Resident #2 Printed Name**

**Exhibit A**

**Application**

**Exhibit B**

**Point System Score Sheet**

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

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

**POINTS  
AWARDED**

**CRITERIA**

**POINTS  
AVAILABLE**

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

Comments: \_\_\_\_\_  
\_\_\_\_\_

Signature of Staff \_\_\_\_\_ Date \_\_\_\_\_

**Exhibit C**  
**Lease Agreement**

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

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

**WITNESSETH:**

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

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

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

**I. TERM**

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

**II. RENT**

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



### **III. REDETERMINATION OF RENT, DWELLING SIZE, AND ELIGIBILITY**

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

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

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

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

### **IV. SECURITY/DAMAGE DEPOSIT**

Upon the due execution of this Lease Agreement, Resident shall deposit with Landlord the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_), receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Resident, without interest, within thirty (30) days of the final walk-thru of the premises and shall be for the amount paid less any set off of damages to the Premises beyond normal wear and tear, applicable cleaning fees, applicable fees associated with changing the locks on the Premises if keys to both the Premises and its mailbox are not returned to the Landlord at the time Resident vacates the Premises, and/or any unpaid rent upon the termination of this Lease Agreement. If there is damage to the rental unit beyond normal wear and tear, the cost of which exceeds the amount of the security and damage deposit, the former Resident will be responsible for the actual cost to bring the unit to move-in status, including the cost of labor and materials. The additional cost shall be considered a Tribal Obligation Default. As a Tribal Obligation Default, the Housing Department shall, upon written notice, have the right and authority to retain and apply Resident's share of any distributions paid to the Resident from the Poarch Band of

Creek Indians, including per capita distribution, General Welfare, or any other monies paid to the Resident, without any further action, proceeding or authorization by the Tribal Court or any other authority. If the Resident is not a Tribal Member, the Housing Department shall reserve the right to seek a judgment against the Resident for any damage costs in any applicable court of law.

**V. USE OF PREMISES**

The Premises shall be used and occupied by Resident(s) and Resident's immediate family as defined in the Rental Program Policies and Procedures. The following individuals will occupy the Premises:

| <u>Name</u> | <u>Date of Birth</u> | <u>Relationship</u> | <u>S.S.N.</u> | <u>Roll #</u> |
|-------------|----------------------|---------------------|---------------|---------------|
| _____       | _____                | _____               | _____         | _____         |
| _____       | _____                | _____               | _____         | _____         |
| _____       | _____                | _____               | _____         | _____         |
| _____       | _____                | _____               | _____         | _____         |

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

**VI. CONDITION OF PREMISES**

Resident stipulates, represents and warrants that Resident has examined the Premises, and that it is, at the time of this Lease, in good order, repair, and in a safe, clean and tenantable condition, except as otherwise noted in **Lease Exhibit 1** attached.

**VII. ASSIGNMENT AND SUB-LETTING**

Resident shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. Consent by Landlord to

one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

#### **VIII. ALTERATIONS AND IMPROVEMENTS**

Resident shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Resident shall, unless otherwise provided by written agreement between Landlord and Resident, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.

#### **IX. HAZARDOUS MATERIALS**

Resident shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

#### **X. UTILITIES**

Resident shall be responsible for arranging for and paying for all utility services required on the Premises.

#### **XI. MAINTENANCE AND REPAIRS**

Resident will, at his or her sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Failure of Resident to maintain premises in safe and appropriate condition shall give the Housing Department, at its discretion, the right to perform such repairs and/or maintenance as is deemed necessary and to charge resident for the expense thereof, according to the Maintenance Repair List Price. A current Maintenance Repair List Price may be obtained from the Housing Department.

#### **XII. INSPECTION OF PREMISES**

Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon, and for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not

conform to this Agreement or to any restrictions, rules or regulations affecting the Premises. Housing staff shall provide notice of inspection at least forty-eight (48) hours in advance unless an emergency situation exists, in which instance the Director shall document the reason for shorter notice being given.

### **XIII. RULES AND REGULATIONS**

Resident shall at all times abide by the Housing Department's Rules and Regulations, attached as **Lease Exhibit 2**. Resident shall further ensure that all household members and guests also abide by the Rules & Regulations at all times.

### **XIV. PET POLICY**

The Tribe has adopted a Pet Policy that outlines the rules regarding keeping a Pet at a rental unit. Every Resident in the tribal rental unit shall read the Pet Policy and shall specify on the Pet Addendum (**Lease Exhibit 3**) whether a Pet will be present in the rental unit. Every Resident shall also agree to notify the Housing Department if a new Pet is added to the household as outlined in the Pet Policy.

### **XV. SURRENDER OF PREMISES**

Upon the expiration of the term hereof, Resident shall surrender the Premises in as good a state and condition as it was at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements being excepted. Any damages beyond reasonable use that require repair will be repaired in accordance with the current Maintenance Repair List Price and the cost will be the responsibility of the Resident.

### **XVI. QUIET ENJOYMENT**

Resident, upon payment of all of the sums referred to herein as being payable by Resident, performance of all Resident's agreements contained herein and observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

### **XVII. INDEMNIFICATION**

Landlord shall not be liable for any damage or injury of or to the Resident, Resident's family, guests, invitees, agents or employees or to any person entering the Premises of the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Resident hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

### **XVIII. DEFAULT**

**FAILURE TO PAY RENT.** If Resident fails to pay rent when due and the default continues

thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law and/or may immediately terminate this Agreement.

REPEATED NON-COMPLIANCE. If Resident receives a total of three (3) written notices of non-compliance for any reason during the entire term of this Agreement, Landlord may, at any time after delivery of the third written non-compliance notice, give written notice of intent to terminate, and thereafter, may terminate this Agreement.

OTHER METHODS/MEANS OF DEFAULT. If the Resident fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on resident by law, at any time after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may do any of the following, in Landlord's sole discretion: provide Resident ten (10) days within which to cure the default (if not for the defaults described in Subsections A and B above), or immediately terminate this Agreement.

#### **XIX. TERMINATION**

TERMINATION BY RESIDENT. Resident may terminate this Agreement by giving fourteen (14) days written notice to the Landlord.

TERMINATION BY LANDLORD. Landlord may, at Landlord's option, terminate this Agreement if Resident is in Default according to Section XVII, Default, above.

#### **XX. TRIBAL OBLIGATION DEFAULT**

If Resident defaults by failing to pay the monthly payments outlined herein or in the performance of any obligation or covenant herein or any obligation under the Policies and Procedures for this Program which are incorporated herein, the Tribe will not provide Resident with any notification but will immediately declare the unpaid amounts hereunder immediately due. The Tribe may consider the default by a Tribal Member a Tribal Obligation Default and recover the entire unpaid amount in accordance with Title 41 and Title 44 of the Poarch Band of Creek Indians' Tribal Code. As a Tribal Obligation Default, the Housing Department shall, upon written notice, have the right and authority to retain and apply Resident's share of any distributions paid to the Resident from the Tribe, including per capita distribution, General Welfare, or any other monies paid to the Participant, without any further action, proceedings or authorization by the Tribal Court or any other authority.

If the Tribe chooses not to recover the unpaid amount and earned interest under the Tribal Obligation Default process or if the Resident in default is not a Tribal Member, the Tribe may seek judgment against Resident for the entire unpaid amount and all reasonable attorneys' fees associated with the collection and/or enforcement of this Agreement

through probate, bankruptcy or other judicial proceeding, including Tribal Court. No judgment made by any other court shall release Resident from the obligations herein. This Agreement is binding until all accumulated charges owed to the Tribe by Resident are paid in full.

**XXI. LATE CHARGE**

In the event that any payment required to be paid by Resident hereunder is not made within fifteen (15) days of the due date, Resident shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of 10% of the rent amount.

**XXII. ABANDONMENT**

If at any time during the term of this Agreement, Resident is absent from the housing unit for a period of thirty (30) consecutive days or longer without prior written approval of the Department, or if Resident ceases to use the residence as his primary dwelling, Resident will be deemed to have abandoned the Premises. Landlord may then, at Landlord's option, exercise all rights and remedies against Resident that it may have in order to collect past due rents, damages, or any other amounts owed to Landlord. If Landlord's right of reentry is exercised following abandonment of the Premises by Resident, the Landlord shall consider any personal property belonging to Resident and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper, and Landlord is hereby relieved of all liability for doing so.

**XXIII. RIGHTS AND REMEDIES**

The rights and remedies under this Lease are cumulative, and either party's using any one right or remedy will not preclude or waive that party's right to use any other. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

**XXIV. GRIEVANCES**

With respect to any notice of eviction or termination, a Resident must be informed of and provided with the opportunity, prior to any hearing or trial, to examine any relevant documents, records, or regulations directly related to the eviction or termination. Any grievances alleging a violation of the Rental Policy must adhere to the Grievance Procedure outlined in the Housing Rental Program's Policies and Procedures.

**XXV. GOVERNING LAW**

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the Poarch Band of Creek Indians. Exclusive venue and jurisdiction for all questions or suits arising from this Lease Agreement shall be vested in the Tribal Court of

the Poarch Band of Creek Indians. Non-Tribal Member Residents specifically agree to the exclusive jurisdiction of the Tribal Court of the Poarch Band of Creek Indians for any matters involving this Lease Agreement. Nothing contained in this Lease Agreement or any other documents shall be construed or deemed to provide recourse to Tribal Government assets.

**XXVI. ATTORNEYS FEES AND LITIGATION EXPENSES**

In the event a lawsuit is filed concerning any dispute between the parties related to or arising out of this Lease Agreement, the prevailing party shall be entitled to recover, in addition to any other remedy obtained, all reasonable attorney's fees, costs and expenses associated with pursuing said litigation.

**XXVII. SEVERABILITY**

If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

**XXVIII. BINDING EFFECT**

The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

**XXIX. DESCRIPTIVE HEADINGS**

The descriptive headings used herein are for convenience of reference only, and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Resident.

**XXX. CONSTRUCTION**

The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

**XXXI. NON-WAIVER**

No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Resident's duties and liabilities hereunder.

**XXXII. MODIFICATION**

This Agreement is subject to modification by the Landlord without Resident's prior approval or consent as set forth above. Resident acknowledges that he or she shall not modify, change, alter or amend this Lease Agreement in any way except with Landlord's





As to Landlord this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**LANDLORD:**

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

As to Resident this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**RESIDENT #1:**

Sign: \_\_\_\_\_

Print: \_\_\_\_\_ Date: \_\_\_\_\_

**RESIDENT #2:**

Sign: \_\_\_\_\_

Print: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ The Resident confirms that he/she reviewed and signed the Move-In Inspection (Lease Exhibit 1)

\_\_\_\_\_ The Resident confirms that he/she received a copy of the Resident's Rules and Regulations (Lease Exhibit 2)

\_\_\_\_\_ The Resident confirms that he/she received a copy of the Pet Policy and executed the Pet Addendum to the Lease Agreement (Lease Exhibit 3)



## LEASE EXHIBIT 2

### Resident Rules and Regulations

#### A. Guidelines and Restrictions

1. Residents shall refrain from damaging, defacing, vandalizing, destroying or removing any part of the unit, including all Tribally-owned property. Residents, as named on the Lease, are all jointly responsible for the acts and the omissions of all family members and guests of their rental unit.
2. Residents shall refrain from engaging in any activity reasonably expected to unduly burden or disturb neighbors and the surrounding community, including but not limited to unreasonably loud noise/music, noise/music at unreasonable times of the evening/night, parking in a manner that blocks other residents' driveways or impedes the flow of traffic, etc. The Housing staff will maintain a record of all resident complaints. Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents.
3. Residents are responsible for all basic upkeep of units, including keeping the units in an acceptable condition and free from trash, clutter and debris (including abandoned or junk cars).
4. Deposit all trash, garbage, rubbish or refuse in compliance with Tribal, local environmental, and health regulations. Residents in Willow Creek are required to have their garbage properly bagged and placed at the curb by 7:00 a.m. on the designated day to ensure pick up. Residents in other subdivisions are responsible for proper bagging (cannot use red bags), discarding, and placing the garbage in the designated dumpsters.
5. Vehicles parked at rental housing units must have valid license plates, or they will be considered junk vehicles. Residents will be required to remove such vehicles from the property. If the resident does not remove such vehicles from the property, the Housing staff will have them removed and charge the residents for the cost of removal. The resident may owe additional storage charges to the company that removes and stores the vehicle.
6. Residents are not allowed to have in-ground swimming pools, slip and slides, or trampolines at any unit.
7. Swimming pools must not exceed 2 feet in height and 8 feet in width and **must be removed and stored after each use**. Residents must have Department approval and must sign any applicable waiver.
8. Rental of any activity equipment must be approved by the Housing Director prior to the event. If approved, the activity equipment shall be allowed for no more than twenty four (24) hours.

9. If a resident chooses to have a garden, then the garden must be located behind the rental unit.
10. Use of BB or pellet guns or not permitted in any subdivision.
11. All swing sets, basketball goals, patio/lawn furniture, etc. must be secured or tied down.
12. Operation of all-terrain vehicles (ATV'S) is not permitted in any subdivision.
13. Front entrances must be free from clutter.
14. Residents are required to list all unit occupants on their Lease. A guest may stay up to three (3) nights per month with the resident. Upon a written request made by the Resident, the Housing staff may give permission for a guest to stay more than three (3) nights per month; however, the Housing staff may not allow a guest to stay for more than fourteen (14) days. If a resident wishes a guest to remain in the rental unit for more than fourteen (14) consecutive days, the resident must have approval of the Housing Director, who can approve an extended stay in ninety (90) day increments upon good cause being shown by the Resident. Residents are responsible for the guest's behavior, and the guest must follow all terms and conditions of the Policies and Procedures (including passing a criminal background check), the Lease, and these Rules and Regulations.
15. Residents are required to attend all mandatory counseling sessions scheduled by the Housing staff. Residents may also be required to attend individual counseling sessions as a condition of continued occupancy.
16. Resident shall not conduct or participate in any criminal activity on or off the rental Premises, and/or allow any criminal activity (whether committed or conducted by the Resident, his or her household guests, or family members over the age of 19) to occur in the Premises or at any place on the Premises. Criminal activity that results in a report and/or arrest by any Law Enforcement Agency will result in eviction of the Resident, household guest or family member who committed the criminal act. Other family members who also reside at the rental unit may continue to live at the unit until the end of the current Lease Agreement or for sixty (60) days, whichever is longer. The Housing Department is not obligated to renew the Lease Agreement when it expires.
17. Criminal activity includes, but is not limited to, drug trafficking, manufacturing, sale/distribution, or possession, sexual misconduct, domestic violence, violence against another person, or any misconduct that would impact the common living environment will result in eviction.
18. If a minor child in the household commits any criminal activity that results in a

report and/or arrest by any Law Enforcement Agency, the Lease Agreement for Residents and all guests in the household shall be placed in a probationary status. Said probationary period shall be for three (3), six (6), or nine (9) months, depending on the level of severity of the criminal activity of the minor.

19. Residents are responsible for reporting damages to units so that insurance claims, if necessary, can be processed in a timely manner.
20. Residents must return keys to the Housing Department office within five (5) business days after vacating the unit or by the date and time ordered for eviction. If the keys are not returned, a padlock will be installed and all personal belongings, if any, will be removed and disposed of by the Department.
21. Maintenance/Repair Procedures
  - a. Noncompliance with any maintenance and repair rules may result in charges as set forth in the most recently published Maintenance Repair Price List, available from the Housing Department.
  - b. After normal working hours, the Housing Department's maintenance staff will provide maintenance service for emergencies only. Such calls may be for broken windows, broken water lines, power outages, heating/air problems, sewer backups, or other emergencies threatening the health and safety of residents.
  - c. Residents are responsible for cleaning the surrounding grounds of their dwelling unit. Any landscaping shrubs, trees, lawns and other plants will be the responsibility of the Housing Department.
  - d. All rental units will be treated for pest control as part of a monthly routine maintenance service. If a unit is found to be infested, the residents may be required to relocate and participate in preventive training. Removal of furniture, plants or food will be the responsibility of the residents.
22. Without limiting the generality of the foregoing, Resident shall:
  - a. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
  - b. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
  - c. Not obstruct or cover the windows or doors;
  - d. Not leave windows or doors in an open position during any inclement weather;

- e. Not hang any laundry, clothing, sheets, etc. from any window, rail or porch, nor air or dry any of the same within any yard area or space;
  - f. Not cause or permit any locks or hooks to be placed upon any door or window without prior written consent of Landlord;
  - g. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Resident shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Resident.
23. The Housing Department reserves the right to establish additional guidelines and restrictions.
24. Residents shall abide by and be bound by any and all rules and regulations affecting the Premises or any common areas or appurtenances thereto which may be adopted or promulgated by the Poarch Band of Creek Indians Housing Department having control over them; and
25. Residents must abide by all statutes, ordinances and requirements of all municipal, state, federal, and Tribal authorities now in force, or which may hereafter be in force, pertaining to the rental unit or affecting the use thereof.

**LEASE EXHIBIT 3**

**PET ADDENDUM**

TENANT: \_\_\_\_\_

RENTAL UNIT ADDRESS: \_\_\_\_\_

COMPLETE SECTION (A) OR SECTION (B) AS APPLICABLE:

**A. NO PET IN THE HOUSEHOLD**

I, \_\_\_\_\_, do not have and do not plan to have a Pet living in the tribal rental unit. I understand if I have a Pet in the tribal rental unit at any time during this Lease period, I must notify the Housing Department.

Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Housing Department Witness Signature: \_\_\_\_\_

**B. PET IN THE HOUSEHOLD**

I, \_\_\_\_\_, currently have or plan to have a Pet living in the tribal rental unit. I declare that I have read the Pet Policy and I understand the rules, fines, fees and obligations included in the Policy. I agree to be bound by the obligations in the Pet Policy.

I understand that all Pets at the residence must be disclosed to the Housing Department, whether the Pet is at the rental unit temporarily or permanently. I understand I am responsible for the Pets of any guests at the rental unit. I currently have or plan to have the below described Pet in the tribal rental unit:

Breed: \_\_\_\_\_

Color: \_\_\_\_\_

Gender: \_\_\_\_\_

Weight at maturity: \_\_\_\_\_

Date of last vaccinations: \_\_\_\_\_

Name of Veterinarian: \_\_\_\_\_

Telephone Number of Veterinarian: \_\_\_\_\_

**I understand if I violate the Pet Policy I am subject to the fines and penalties outlined in the Pet Policy, up to and including eviction.**

Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Housing Department Witness Signature: \_\_\_\_\_



**EXHIBIT E**

**Rent Schedule**

## **RENT SCHEDULE FOR RENTAL UNITS**

**(Valid as of May 2021)**

### **Federal Low Income Units:**

2 Bedroom \$150

3 Bedroom \$175

4 Bedroom \$200

5 Bedroom \$225

### **Tribal-Funded Units:**

2 Bedroom \$300

3 Bedroom \$325

4 Bedroom \$350

Moniac Townhouses \$500

**Exhibit F**

**Least Addendum/Notice of Rental Rate Change**

**ADDENDUM TO ORIGINAL LEASE AGREEMENT**

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

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

In accordance with the notice dated the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_ (a copy of which is attached hereto) and which was sent to Resident, the following  
provision shall replace Section II of the Lease Agreement, effective the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_:

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

**LANDLORD:**

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
Date: \_\_\_\_\_

**RESIDENT #1:**

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
Date: \_\_\_\_\_

**RESIDENT #2:**

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
Date: \_\_\_\_\_