

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

HUD APPLICATION NUMBER

CR-26

91440 TEMPORARY HOUSING OCCUPANT DWELLING LEASE DISASTER TEMPORARY HOUSING PROGRAM

STATE OF (Location of Temporary Dwelling)

WASHINGTON

COUNTY OF (Location of Temporary Dwelling)

SKAMANIA

This Lease, made and entered into on JUNE 8, 1980 between Department of Housing and Urban Development, hereinafter called the "Lessor", and LEE MATTHEW hereinafter called the "Lessee",
 (Month and day lease negotiated) (Occupant)

WITNESSETH:

1. The Lessor hereby leases to the Lessee the following described dwelling and premises: 20 R Sooter Road, UNDERWOOD, WASH. 98651
 (Complete address, including apartment number. Attach map or narrative description if rural route.)

☐ Apartment☒ Single Family Unit☐ Duplex☐ Other (specify):☐ Furnished☒ Unfurnished☐ Gas/ Electric Range☐ Refrigerator

Number of Bedrooms

3

Additional description of dwelling: 2 story wood and stone frame house

Number of Baths

2

to be used exclusively for purposes of a family dwelling solely for the Lessee's household. The Lessor reserves the right to relocate Lessee to other premises at any time.

2. The term of this Lease shall begin on JUNE 8, 1980 and end at midnight on the last day of the same calendar month. This Lease shall be automatically renewed for successive terms of one calendar month each, subject to the termination provisions in paragraph three (3) hereof. The Lessee acknowledges that the dwelling and premises provided herein are temporary, and he agrees to diligently undertake to obtain private accommodations at the earliest possible date. The Lessee further agrees to accept suitable alternate housing when it becomes available.

3. The Lessor may terminate this Lease on any day of the month by giving the Lessee written notice at least 30 days prior to the proposed termination for reasons including but not limited to the following: (a) adequate alternate housing is now available; (b) failure to pay rent, utility, or other appropriate charges; (c) failure to utilize and maintain the housing in a manner normally expected of tenants of rental housing; or (d) determination that the temporary housing assistance was obtained through misrepresentation or fraud. The notice shall state (a) the reasons for termination, (b) the date of termination (no less than 30 days after receipt of the notice), and (c) the administrative procedure provided the Lessee if he wishes to dispute the termination. Any appeals by the Lessee as a result of the Notice of Termination shall be processed and resolved pursuant to the Temporary Housing Pre-termination Procedure, a copy of which shall be posted in each Disaster Field Office. The Lessee may terminate by giving the Lessor 30 days written notice delivered to the Lessor at FEMA DISASTER FIELD OFFICE 1051 12th, Longview, WA 98632 (Address of DHO or Managing Agency).

4. The Lessee shall not sublease the dwelling or any part of the premises. In the event the dwelling is vacated by the Lessee, with or without notice to the Lessor, the Lessor shall have the right to re-enter, take immediate possession, and either relet the dwelling or, in the case of mobile homes and travel trailers, remove it from the premises. Upon such vacation by the Lessee, this Lease shall be deemed terminated except that the Lessee shall be liable for any deficiency in rental, utilities and damages. If the Lessee vacates without giving notice, he shall be liable for damages resulting from vandalism.

5. STRIKE a. or b. AS APPROPRIATE:

- a. If the dwelling is being sublet by the Lessor, the Lessor agrees to exercise its best efforts to require the Owner/Agent to maintain the dwelling and the premises in good repair during the term of this Lease. The Lessee agrees to keep the dwelling and the land site on which it is located in a clean and orderly condition.
- b. ~~If the dwelling is owned by DHEH, the Lessor agrees to maintain the dwelling and the premises in good repair during the term of this Lease. The Lessee agrees to keep the dwelling and the land site on which it is located in a clean and orderly condition.~~
- c. The Lessee will be charged only for such cost of repairs as are the result of abuse or negligence of himself, his family or his invited guests.

The Lessee agrees to surrender the dwelling and premises in as good a state and condition as they were in at the commencement of the term of this Lease, reasonable use and wear and tear thereof and damage by the elements excepted.

6. If the Lessee receives any payments or allowances for temporary housing needs from insurance, the Lessee agrees to repay or pledge to the Government from such proceeds an amount equivalent to the value of any temporary housing assistance received or the housing portion of Lessee's insurance benefits, whichever is the lesser.
7. The Lessor and the Lessee agree to the following terms and conditions:
- Personal property provided in the dwelling and otherwise furnished by the Lessor shall be inspected for condition and shall be inventoried and the condition of the dwelling and premises shall be inspected at the beginning date hereof; a copy of the inspection of such personal property, dwelling, and premises shall be signed by the parties and shall be attached to and made a part of this Lease. At the expiration of the term of this Lease, the Lessee shall return the personal property in the condition existing at the time of entry, reasonable use and wear and tear excepted, or shall otherwise pay the Lessor the reasonable value for any items not returnable to the Lessor in such condition.
 - The Lessee agrees to permit the Lessor or its agents or employees to enter the dwelling during reasonable hours, upon twenty-four hours prior notice, except in the case of an emergency such prior notice is not required, for the purpose of making inspections or repairs, or for showing the dwelling for leasing.
 - The Lessee agrees to notify "FEMA" (party responsible for maintenance) promptly when any repairs to the dwelling or equipment are necessary. Regular inspections of the dwelling will be made by Lessor and/or owner/manager of the property to determine whether repairs are needed in addition to those reported by the lessee.