

APPENDIX 29

Sample Lease

**MHOA
(Post - NAHASDA)**

**Mutual Help
Homeownership Opportunity Program**

Mutual Help and Occupancy Agreement

This revised form of MHO Agreement shall be used for all Mutual Help Projects. When a unit is converted to the Mutual Help program, the participant shall execute this form of Mutual Help and Occupancy Agreement.

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Article I Parties; Definitions

1.1. Parties.

This Mutual Help and Occupancy Agreement ("*Agreement*") is entered into by and between _____ (IHA) and the Homebuyer whose signature(s) appear below. The IHA will develop a Project under its Mutual Help-Homeownership Opportunity Program. Under this Agreement, the IHA will give the homebuyer an opportunity to achieve ownership of a home in the Project in return for fulfilling the homebuyer's obligations, to make monthly payments based on income, to provide all maintenance of the home and to satisfy all other program requirements including an annual certification of income and family composition. The terms and conditions of this Agreement are attached hereto and made a part hereof. This Agreement has been executed in duplicate original, and the Homebuyer hereby acknowledges receipt of one such original.

IHA: _____

By (Name): _____

Official Title:

Homebuyer:

Project #: _____ Unit #: _____

____ Initial Homebuyer Date: _____

____ Subsequent Homebuyer Date: _____

1.2. Definitions.

In addition to the definitions listed below, certain Construction Contract terms as used herein shall have the same meaning as in the Construction Contract.

Administration Charge. The amount budgeted by the IHA for monthly operating expenses covering the following categories (and any other operating expense categories included in the IHA's operating budget for a fiscal year or other period, excluding any operating cost for which operating subsidy is provided):

- (a) administrative salaries, payroll, taxes, etc; travel, postage, telephone and telegraph, office supplies; office space, maintenance and utilities for office space; general liability insurance or risk protection costs; accounting services; legal expenses; and operating reserve requirements; and
- (b) General expenses, such as premiums for fire and related insurance, payments in lieu of taxes, if any, and other similar expenses.

Construction Contract. The contract for construction in the case of the Conventional method, or the Contract of Sale in the case of the Turnkey method.

Home. The dwelling unit covered by this MHO Agreement.

Homebuyer. The person who has executed this MHO Agreement and who has not yet achieved Homeownership.

Homeowner. A former homebuyer who has achieved ownership of his or her home and acquired title to the home.

HUD. The U.S. Department of Housing and Urban Development.

HUD Field Office. The HUD Offices in Chicago, Oklahoma City, Denver, Phoenix, Seattle, and Anchorage, which have been delegated authority to administer programs under the United States Housing Act of 1937 for the area in which the IHA is located.

IHA. Indian Housing Authority. An entity that is authorized to engage in or assist in the development or operation of low income housing for Indians *members* that is established either (1) by exercise of the power of self-government of an Indian Tribe independent of State law; or (2) by operation of State law providing specifically for housing authorities for Indians, including regional housing authorities in the State of Alaska.

MH. Mutual Help.

MHO Agreement. A Mutual Help and Occupancy Agreement between the IHA and a homebuyer. The MHO Agreement constitutes a lease-purchase option agreement. The homebuyer is a lessee during the term of the Agreement and acquires no equitable interest in the home until the option to purchase is exercised.

MH Program. The MH Homeownership Opportunity Program.

Project. Housing developed, acquired, or assisted by an IHA under the Act and the improvement of this housing.

Subsequent Homebuyer. Any homebuyer other than the homebuyer who first occupies a home pursuant to an MHO Agreement.

Article II Special Provision.

- 2.1. This Agreement shall be subject to revocation by the IHA if the IHA decides not to proceed with the development of the project in whole or in part. In such event, any contributions made by the homebuyer or Tribe shall be returned. If the contribution was a Land contribution, it will be returned to the contributor.

Article III Change in Income.

- 3.1. If a family's income changes after the MHO Agreement is executed but before the unit is occupied so that it no longer qualifies for the program, the IHA may reject the family for this program. If it becomes evident that a family's income is inadequate to meet its obligations, the IHA may counsel the family about other housing options, such as its rental program. Inability of the family to meet its obligations under the Homebuyer Agreement is grounds for termination of the Agreement.

Article IV Commencement of Occupancy

4.1. Notice.

- (a) Upon acceptance by the IHA from the contractor of the home as ready for occupancy, the IHA shall determine whether the homebuyer has met all requirements for occupancy, and fulfillment of any homebuyer counseling requirements. In the event of an affirmative determination, the homebuyer shall be notified in writing that the home is available for occupancy as of a date specified in the notice ("*Date of Occupancy*").
- (b) If the IHA determines that the homebuyer has not fully met any of the conditions for Occupancy the homebuyer shall be so notified in writing. The Notice:
 - (1) must specify the date by which all requirements must be satisfied; and
 - (2) shall advise the homebuyer that the MHO Agreement will be terminated and a substitute homebuyer selected for the unit if the requirements are not satisfied.

4.2. Lease Term.

The term of the homebuyer's lease under this Agreement shall commence on the first day of the calendar month following the Date of Occupancy and shall expire when the Initial Purchase Price has been fully paid unless this Agreement is previously terminated.

Article V Inspections: Responsibility for Items Covered by Warranty.

5.1. Inspection before Move-In and Identification of Warranties.

- (a) To establish a record of the condition of the home on the date of occupancy the homebuyer (including a subsequent homebuyer) and the IHA shall make an inspection of the home as close as possible to, but not later than, the date the homebuyer takes occupancy. (The record of this inspection shall be separate from the certificate of completion, but the inspections may, if feasible, be combined.) After the inspection, the IHA representative shall give the homebuyer a signed statement of the condition of the home and equipment and a full written description of all homebuyer responsibilities. The homebuyer shall sign a copy of the statement, acknowledging concurrence or stating objections; and any differences shall be resolved by the IHA and a copy of the signed inspection report shall be kept at the IHA.
- (b) Within **30** days of commencement of occupancy of the home, the IHA shall furnish the homebuyer with a list of applicable contractors', manufacturers' and suppliers' warranties indicating the items covered and the periods of the warranties, and stating the homebuyer's responsibility for notifying the IHA of any deficiencies that would be covered under the warranties.

5.2. Inspections during contractors' warranty periods, responsibility for items covered by contractors', manufacturers' or suppliers' warranties.

In addition to inspection required under Section 5.1(a), the IHA will inspect the home regularly in accordance with paragraph 7.3. However, it is the responsibility of the homebuyer, during the period of the applicable warranties, to promptly inform the IHA in writing of any deficiencies arising during the warranty period (including manufacturers' and suppliers' warranties) so that the IHA may enforce any rights under the applicable warranties. If a homebuyer fails to furnish such a written report in time, and the IHA is subsequently unable to obtain redress under the warranty, correction of the deficiency shall be the responsibility of the homebuyer.

5.3. Annual Inspections.

The IHA shall perform inspections in accordance with Section 7.3.

5.4. Inspection Upon Termination of Agreement.

If this Agreement is terminated for any reason after commencement of occupancy, the IHA shall inspect the home, after notifying the homebuyer of the time for the inspection, and shall give the homebuyer a written statement of the cost of any maintenance work required to put the home in satisfactory condition for the next occupant (see Section 11.4).

5.5. Homebuyer Permission for Inspections; Participation in Inspections.

The homebuyer shall permit the IHA to inspect the home at reasonable hours and intervals during the period of this Agreement in accordance with rules established by the IHA. The homebuyer shall be notified of the opportunity to participate in the inspection made in accordance with this section.

Article VI Homebuyer Payments

6.1. The amount of the required monthly payment for a homebuyer admitted to occupancy in an existing or converted project is determined in accordance with Sections 6.2 through 6.4 below.

6.2. Establishment of Payment.

- (a) Each homebuyer shall be required to make a monthly payment ("*required monthly payment*") as determined by the IHA.
- (b) Each homebuyer shall pay an amount of required monthly payment computed by:
 - (1) Multiplying adjusted income by a specified percentage. The specific percentage shall be no less than **15** percent and no more than **30** percent, as determined by the IHA.
- (c) The IHA's schedule may provide that the required monthly payment may not be more than a maximum amount. The maximum shall not be less than the sum of:
 - (1) The administration charge; and

- (2) The monthly debt service amount shown on the homebuyer's purchase price schedule.
- (d) If the "required monthly payment" exceeds the administration charge, the amount of the excess shall be credited to the homebuyer's purchase price.
- (e) The excess funds from (d) shall revert directly to the IHA.

6.3. Administration Charge.

It is the amount budgeted by the IHA as defined in Section 1.2.

6.4. Adjustments In the Amount of the Required Monthly Payment.

- (a) After the initial determination of the homebuyer's required monthly payment, the IHA shall increase or decrease the amount of such payment to reflect changes in adjusted income (pursuant to a reexamination by the IHA), adjustment in the administration charge or in any of the other factors affecting the computation of the homebuyer's required monthly payment.
- (b) In order to accommodate wide fluctuations in required monthly payments due to seasonal conditions, an IHA may agree with any homebuyer for payments to be made in accordance with a seasonally adjusted schedule which assures full payment of the required amount for each year.

6.5. Homebuyer Payment Collection Policy.

Each IHA shall establish and adopt written policies, and use its best efforts to obtain compliance to assure the prompt payment and collection of required homebuyer payments. A copy of the policies shall be posted prominently in the IHA office, and shall be provided to the homebuyer upon request.

Article VII Maintenance, Utilities, and Use of Home

7.1. Each IHA shall establish and adopt, and use its best efforts to obtain compliance with, written policies to assure full performance of the respective maintenance responsibilities of the IHA and homebuyer. A copy of such written policies shall be posted prominently in the IHA office, and shall be provided to an applicant or homebuyer upon entry into the program and upon request.

7.2. Provision for MH projects.

For a MH Project, the written maintenance policies shall contain provisions on at least the following subjects:

- (a) The responsibilities of Homebuyers for maintenance and care of their dwelling units and common property;
- (b) Procedures for providing advice and technical assistance to Homebuyers and to enable them to meet their maintenance responsibilities;
- (c) Procedures for IHA inspections of homes and common property;
- (d) Procedures for IHA performance of homebuyer maintenance responsibilities (where Homebuyers fail to satisfy such responsibilities); including procedures for charging the homebuyer's proper account for the cost thereof;
- (e) Special arrangements, if any, for obtaining maintenance services from outside workers or contractors; and
- (f) Procedures for charging Homebuyers for damage for which they are responsible.

7.3. IHA Responsibility In MH Project.

The IHA shall enforce those provisions of this Agreement under which the homebuyer is responsible for maintenance of the home. The IHA has overall responsibility for assuring that the housing is being kept in decent, safe, and sanitary condition, and that the home and grounds are maintained in a manner that will preserve their condition, normal wear and tear excepted. Failure of a homebuyer to meet the obligations for maintenance shall not relieve the IHA of

responsibility in this respect. Accordingly, the IHA shall conduct a complete interior and exterior examination of each home as necessary, and shall furnish a copy of the inspection report to the homebuyer. The IHA shall take appropriate action, as needed, to remedy conditions shown by the inspection, including steps to assure performance of the homebuyer's obligations under this Agreement.

7.4. Homebuyer's Responsibility In MH Program.

- (a) The homebuyer shall be responsible for routine and nonroutine maintenance of the home, including all repairs and replacements (including those resulting from damage from any cause). The IHA shall not be obligated to pay for or provide any maintenance of the home other than the correction of warranty items reported during the applicable warranty period.
- (b) Homebuyer's Failure to Perform Maintenance;
 - (1) Failure of the homebuyer to perform the maintenance obligations constitutes a breach of this Agreement and grounds for its termination. Upon a determination by the IHA that the homebuyer has failed to perform its maintenance obligations, the IHA shall require the homebuyer to agree to a specific plan of action to cure the breach and to assure future compliance. The plan shall provide for maintenance work to be done within a reasonable time by the homebuyer, with such use of the homebuyer's account as may be necessary, or to be done by the IHA and charged to the homebuyer's account. If the homebuyer fails to carry out the agreed-to plan, this Agreement shall be terminated in accordance with Sections 10.1 and 10.2.
 - (2) If the IHA determines that the condition of the property creates a hazard to the life, health or safety of the occupants, or if there is a risk of damage to the property if the condition is not corrected, the corrective work shall be done promptly by the IHA with such use of the homebuyer's accounts as the IHA may determine to be necessary, or by the homebuyer with a charge of the cost to the homebuyer's accounts in accordance with Section 8.1.
 - (3) Any maintenance work performed by the IHA shall be accounted for through a work order stating the nature of and charge for the work.

7.5. Homebuyer's Responsibility for Utilities.

The homebuyer is responsible for the cost of furnishing utilities for the home. The IHA shall have no obligation for the utilities. However, if the IHA determines that

the homebuyer is unable to pay for the utilities for the home, and that this inability creates conditions that are hazardous to life, health or safety of the occupants or threatens damage to the property, the IHA may pay for the utilities on behalf of the homebuyer and charge the homebuyer for the costs.

7.6. Obligations with Respect to Home and Other Persons and Property.

- (a) The homebuyer shall agree to abide by all provisions of this Agreement concerning homebuyer responsibilities, occupancy and use of the home.
- (b) The homebuyer may request IHA to operate a small business in the unit. An IHA may grant this authority where the homebuyer provides the following assurances and may rescind this authority upon violation of any of the following assurances:
 - (1) The unit will remain the homebuyer's principal residence;
 - (2) The business activity will not disrupt the basic residential nature of the housing site; and
 - (3) The business will not require permanent structural changes to the unit that could adversely affect a future homebuyer's use of the unit. The IHA may rescind such authority whenever any of the above assurances are violated.

7.7. Structural Changes.

A homebuyer shall not make structural changes to the home unless the IHA has determined that such change would not:

- (1) Impair the value of the home, the surrounding homes, or the project as a whole;
- or
- (2) Affect the use of the home for residential purposes.

Additions to the home include, but are not limited to, energy-conservation items such as solar panels, wood-burning stoves, flues and insulation. Any changes made in accordance with this section shall be at the homebuyer's expense, and in

the event of termination of this Agreement the homebuyer shall not be entitled to any compensation for such changes or additions.

Article VIII Homebuyer Charges

8.1. Charges for Maintenance.

If the IHA has maintenance work done in accordance with Section 7.4(b)(2), the cost thereof shall be charged to the homebuyer.

Article IX Purchase of Home

9.1. General.

The IHA provides the family an opportunity to purchase the dwelling under this Agreement (a lease with an option to purchase), under which the purchase price is amortized over the period of occupancy, in accordance with a purchase price schedule. For acquisition under this Agreement see Section 9.4. If a homebuyer wants to acquire ownership in a shorter period than that shown on the purchase price schedule, the homebuyer may exercise the option to purchase the home on or after the date of occupancy, but only if the homebuyer has met all obligations under this Agreement. The homebuyer may obtain financing, from an outside source, at any time, to cover the remaining purchase price. The financing may be provided using such methods as a mortgage or a loan agreement. If the homebuyer is able to obtain financing from an outside source, the IHA will release the homebuyer from this Agreement and terminate the homebuyer's participation in this program upon payment in full of the purchase price.

9.2. Purchase Price and Purchase Price Schedule.

- (a) Initial Purchase Price. The IHA shall determine the initial purchase price of the home.
- (b) Purchase Price. After execution of the construction contract, the IHA shall furnish to the homebuyer a statement of the initial purchase price of the home commencing with the first day of the month following the effective date of this Agreement. The IHA may choose to forego charging interest.

9.3. Purchase Price Schedule for Subsequent Homebuyer.

- (a) Initial Purchase Price. When a subsequent homebuyer executes this Agreement, the purchase price for the subsequent homebuyer shall be determined by the IHA.
- (b) Purchase Price. Each subsequent homebuyer shall be provided with a purchase price commencing with the first day of the month following the effective date of this Agreement.

9.4. Conveyance of Home.

- (a) Purchase Procedure. In accordance with this Agreement, the IHA shall convey title to the homebuyer when the balance of the purchase price has been paid in full to the IHA.
- (b) Amounts to be Paid. The purchase price shall be the amount shown on the purchase price schedule for the month in which the settlement date falls.

Article X Termination of MHO Agreement

10.1. Termination Upon Breach.

- (a) In the event the homebuyer fails to comply with any of the obligations under this Agreement, the IHA may terminate the Agreement by written notice to the homebuyer, enforced by eviction procedures applicable to landlord-tenant relationships. Foreclosure is an inappropriate method for enforcing termination of this Agreement, which constitutes a lease (with an option to purchase). The homebuyer is a lessee during the term of this Agreement and acquires no equitable interest in the home until the option to purchase is exercised.
- (b) Misrepresentation or withholding of material information in applying for admission or in connection with any subsequent reexamination of income and family composition constitutes a breach of the homebuyer's obligations under this Agreement. "*Termination*," as used in this Agreement does not include acquisition of ownership by the homebuyer.

10.2. Notice of Termination of MHO Agreement by IHA, Right of Homebuyer to Respond.

Termination of this Agreement by the IHA for any reason shall be by written notice of termination. Such notice shall be in compliance with the terms of this Agreement and, in all cases, shall afford a fair and reasonable opportunity to have the homebuyer's response heard and considered by the IHA. Such procedures shall comply with the Indian Civil Rights Act, if applicable, and shall incorporate all the steps and provisions needed to comply with State, local, or Tribal law, with the least possible delay.

10.3. Termination of MHO Agreement by Homebuyer.

The homebuyer may terminate this Agreement by giving the IHA written notice in accordance with the Agreement. If the homebuyer vacates the home without notice to the IHA, the homebuyer shall remain subject to the obligations of this Agreement including the obligation to make monthly payments, until the IHA terminates the Agreement in writing. Notice of the termination shall be communicated by the IHA to the homebuyer to the extent feasible and the termination shall be effective on the date stated in the notice.

10.4. Charges Upon Termination of the MHO Agreement.

If this Agreement is terminated, homebuyer may be charged as follows:

- (1) For any maintenance and replacement costs incurred by the IHA to prepare the home for the next occupant;
- (2) Any amounts the homebuyer owes the IHA, including required monthly payments;
- (3) The required monthly payment for the period the home is vacant, not to exceed 60 days from the date of receipt of the notice of termination, or if the homebuyer vacates the home without notice to the IHA, for the period ending with the effective date of termination by the IHA; and
- (4) The cost of securing the vacant unit, the cost of notification and associated termination tasks, and the cost of storage and/or disposition of personal property.

10.5. Settlement Upon Termination.

- (a) Time for Settlement. Settlement with the homebuyer following a termination shall be made as promptly as possible after all charges provided in Section 10.4 have been determined and the IHA has given the homebuyer a

statement of such charges. The homebuyer may obtain settlement before determination of the actual cost of any maintenance required to put the home in satisfactory condition for the next occupant, if the homebuyer is willing to accept the IHA's estimate of the amount of such cost as full and final payment.

- (b) Disposition of Personal Property. Upon termination, the IHA may dispose of any item of personal property abandoned by the homebuyer in the home, in a lawful manner deemed suitable by the IHA. Proceeds, if any, after such disposition, may be applied to the payment of amounts owed by the homebuyer to the IHA.

10.6. Responsibility of IHA to Terminate.

- (a) The IHA is responsible for taking appropriate action with respect to any noncompliance with this Agreement by the homebuyer. In cases of noncompliance that are not corrected as provided further in this section, it is the responsibility of the IHA to terminate this Agreement in accordance with the provisions of this section and to institute eviction proceedings against the occupant.
- (b) As promptly as possible after a noncompliance comes to the attention of the IHA, the IHA shall discuss the matter with the homebuyer and give the homebuyer an opportunity to identify any extenuating circumstances or complaints, which may exist. A plan of action shall be agreed upon that will specify how the homebuyer will come into compliance, as well as any actions by the IHA that may be appropriate. This plan shall be in writing and signed by both parties.
- (c) Compliance with the plan shall be checked by the IHA at reasonable intervals. In the event of refusal by the homebuyer to agree to such a plan or failure by the homebuyer to comply with the plan, the IHA may issue a notice of termination of this Agreement and evict the homebuyer in accordance with the provisions of this section on the basis of the noncompliance with this Agreement.
- (d) A record of meetings with the homebuyer, written plans of action agreed upon and all other related steps taken in accordance with Section 10.6 shall be maintained by the IHA.
- (e) Failure by the IHA to enforce or act on any alleged violation of this agreement shall not set a precedent or negate the ability or requirement to institute enforcement actions anytime in the future on any initial or subsequent violations.

10.7. Subsequent Use of Unit.

After termination of a homebuyer's interest in the unit, it remains as part of the MH project. The IHA must follow its policies for selection of a subsequent homebuyer for the unit under the MH program.

Article XI Succession

11.1. Definition of "Event".

Event means the death or mental incapacity or transference of occupancy of the unit and all obligations of this agreement, by/ the homebuyer who has executed this Agreement.

11.2. Designation of Successor by Homebuyer.

- (a) A homebuyer may designate a successor who, at the time of the event would assume the status of homebuyer, provided that at that time he or she meets the conditions stated in Section 11.3. The designation shall be made at the time of execution of this Agreement, and the homebuyer may change the designation at any later time by written notice to the IHA.
- (b) The designated successor as of the date of execution of this Agreement is:

_____	_____	
First Name	Initial	Last Name

Street & Number		

_____	_____	_____
City	State	ZIP

Relationship		

11.3. Succession by Person Designated by Homebuyer.

- (a) Upon occurrence of an "event" the person designated as the successor, in Section 11.2(b), shall succeed to the former homebuyer's rights and responsibilities under this Agreement if the designated successor meets the following conditions:
 - (1) The successor is a family member and will make the home his or her primary residence;
 - (2) The successor is willing and able to pay the administration charge and to perform the obligations of a homebuyer under this Agreement;
 - (3) The successor satisfies program eligibility requirements; and
 - (4) The successor executes an assumption of the former homebuyer's obligations under this Agreement.
- (b) If a successor satisfies the requirements of Section 11.3(a), except for 11.3(a)(3), the successor may execute an outright purchase of the home.

11.4. Designation of Successor by IHA.

If at the time of the event there is no successor designated by the homebuyer, or if any of the conditions in Section 11.3 are not met by the designated successor the IHA may designate, in accordance with its occupancy policy, any person who qualifies under Section 11.3.

11.5. Occupancy by Appointed Guardian.

If at the time of the event there is no qualified successor designated by the homebuyer or by the IHA in accordance with the foregoing provisions of this Article, and a minor child or children of the homebuyer are living in the home, the IHA may, in order to protect their continued occupancy and opportunity for acquiring ownership of the home, approve as occupant of the home an appropriate adult who has been appointed legal guardian of the children with a duty to perform the obligations of this Agreement in their interest and behalf.

11.6. Succession and Occupancy on Trust Land.

In the case of a home on trust land subject to restrictions on alienation under federal (including federal trust or restricted land and land subject to trust or restriction under State law), or under State or Tribal law where such laws do not violate federal statutes, a person who is prohibited by law from succeeding to the IHAs interest on such land may, nevertheless, may continue in occupancy with all the rights, obligations and benefits of this Agreement, modified to conform to these restrictions on succession to the land (or must be eligible to occupy Trust land under Tribal law).

11.7. Termination In Absence of Qualified Successor or Occupant.

If there is no qualified successor in accordance with the IHA's approved policy, the IHA may terminate this Agreement and select a subsequent homebuyer from the top of the waiting list to occupy the unit under a new MHO Agreement.

Article XII Miscellaneous

12.1. Annual Statement to Homebuyer.

The IHA shall provide an annual statement to the homebuyer that sets forth the credits to the homebuyer's purchase price during the year and the balance of the purchase price.

12.2. Insurance Before Transfer of Ownership, Repair or Rebuilding.

- (a) **Insurance.** The IHA shall carry all insurance prescribed by HUD, including fire and extended coverage insurance, upon the home.
- (b) **Repair or Rebuilding.** In the event the home is damaged or destroyed by fire or other casualty, the IHA shall use the insurance proceeds to have the home repaired or rebuilt unless there is good reason for not doing so.

- (c) **Suspension of Payments.** In the event of termination of this Agreement because of damage or destruction of the home, or if the home must be vacated during the repair period, the IHA will use its best efforts to assist in relocating the homebuyer. If the home must be vacated during the repair period, required monthly payments may be suspended during the vacancy period.

12.3. Notices.

Any notices by the IHA to the homebuyer required under this Agreement or by law shall be delivered in writing to the homebuyer personally or to any adult member of the homebuyer's family residing in the home, or shall be sent by certified mail, return receipt requested, properly addressed, postage prepaid. Notice to the IHA shall be in writing, and either delivered to an IHA employee at the office of the IHA, or sent to the IHA by certified mail, return receipt requested, properly addressed, postage prepaid.

Article XIII Counseling of Homebuyers

13.1. General.

The IHA may provide the opportunity for counseling to homebuyers in accordance with this section. The purpose of the counseling program shall be to develop:

- (a) A full understanding by homebuyers of their responsibilities as participants in the MH Program.
- (b) Ability on their part to carry out these responsibilities, and
- (c) A cooperative relationship with the other homebuyers. All homebuyers will be encouraged to participate in and cooperate fully in any official pre-occupancy and post-occupancy counseling activities.

Mutual Help
Homeownership Opportunity Program

Mutual Help and Occupancy Agreement

Exhibit A Land Description

The Lessor (the Homebuyer) hereby donates at no cost to the Lessee (the IHA) the following real property situated at:

described as follows:

The above property will comprise approximately _____ dwelling site(s).

IHA: _____

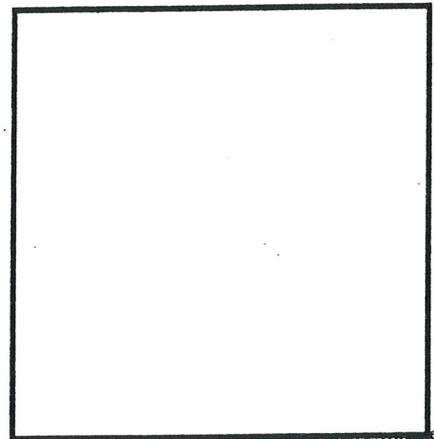
By (Name): _____ Date: _____

Official Title: _____

Homebuyer: _____ Date: _____

Homebuyer's Spouse: _____ Date: _____
(if he / she shares an interest in the land)

IHA Seal:



APPENDIX 30

Sample Form

PAY BACK AGREEMENT



Grand Traverse Band of Ottawa and Chippewa Indians

Housing, Department IX
2605 N. West Bayshore Dr.
Peshawbestown, MI 49682



Office: 231/271-4473 Fax: 231/271-2025

**PAY BACK AGREEMENT
FOR
DELINQUENT ACCOUNTS
"RENTAL"**

I, _____ do hereby agree to pay the Grand Traverse Band Housing Department my regular monthly payment of \$ _____, by way of _____, or such amount as determined in any re-examination of my income or any adjustment in utility allowances, plus an additional amount of \$ _____, by way of _____ per month to be applied towards my delinquency of \$ _____.

I understand and agree to pay the combined (regular monthly payment, plus the pay back amount) as determined and agreed upon with the Housing Department, for the total amount of \$ _____, or such adjusted amount which is due and payable on or before the first (1st) of each month and will become delinquent if not paid before the tenth (10th) of each month.

I understand and agree that I will begin making the increased payment on _____, 20____ and will continue to pay until my delinquency is eliminated.

I further agree that if I default with one (1) payment, the Housing Department will **DEMAND A LUMP SUM PAYMENT** of the remaining balance of my account. If the lump sum payment is not made, the Housing Department will then proceed with a **NOTICE OF TERMINATION**.

In return for compliance with this agreement, the Housing Department will allow me to continue to occupy the rental unit (described below) under the terms and conditions of the DWELLING LEASE AGREEMENT of the Housing Department.

HOUSE/UNIT NUMBER _____ APARTMENT NUMBER _____
LOCATED IN _____, Michigan.

Dated this _____ day of _____, 20____

Client: _____
(Head of Household Signature) (Spouse / Significant other Signature)

Housing Department Director: _____
(Signature)

cc: Client File

GTBHD Form Letter # 25
04/01/02

APPENDIX 31

Sample Form

CLIENT NOTICE WORKSHEET

CLIENT NOTICE WORKSHEET

CLIENT INFORMATION

Name of Head of Household: _____

My Mailing Address Is: _____

My Phone Number Is: _____

My Dwelling Unit Number is: _____

My Apartment Number is: _____

My Dwelling Unit is Located in the _____ Housing Area.

Date / Tim of Filing: _____, 2002 _____ a.m. / p.m.

NOTICE INTENDED FOR

This Notice is Intended for: (Check those that are applicable)

- Chairman, Legislative Committee on Housing
- Housing Director
- Programs Manager
- Finance Division Manager
- Resident Services Manager
- Maintenance Division Manager
- Rehabilitation Division Manager
- Other _____

Date / Time of Received for Review: _____, 2002 _____ a.m. / p.m.

NATURE OF CORRESPONDANCE

A Brief Description of my concern is:

ACTION(s) BEING SOUGHT

A Brief Description of what I would like to see done:

NOTE: This form should NOT be used if the client wants to file a formal COMPLAINT / GRIEVANCE. If that is what is intended, the client should ask for a copy of the Housing Department's formal COMPLAINT / GRIEVANCE form.

CERTIFICATION

I affirm that the information provided here is true and correct to the best of my knowledge. I further understand that misrepresentation of facts constitutes fraud.

Client Signature

Date

cc: Client File

APPENDIX 32

Sample Form

LEGAL SERVICING

SECURITY OFFICER STATEMENT SHEET

TYPE OF TRANSACTION
(Please check all that apply)

- | | | |
|--|--------------------------------------|---|
| <input type="checkbox"/> DRUG RELATED | <input type="checkbox"/> JUNK CAR(S) | <input type="checkbox"/> PARTIES / COMPLAINTS |
| <input type="checkbox"/> VANDALISM | <input type="checkbox"/> TRESPASSING | <input type="checkbox"/> PAPER DELIVERY |
| <input type="checkbox"/> LEASE VIOLATION | (Type) _____ | |
| <input type="checkbox"/> ORDINANCE VIOLATION | (Type) _____ | |

Source / Name of referral: _____
(Notify Counselor of referrals made Anonymously)

Tenant / Lease holders Name: _____

Physical Address: _____

Date & TIME of Contact / Delivery: _____

Brief description of issue/problem:

Action taken on issue/problem:

Tenant /Lease holders signature: _____

Security Officers Signature: _____

cc: Resident Services Manager
Counselor / Tenant File

APPENDIX 33

Sample Form

CLIENT CONTACT RECORD

GRAND TRAVERSE BAND HOUSING DEPARTMENT

CLIENT CONTACT RECORD

CLIENT NAME: _____

ADDRESS: _____

PHONE NUMBER: HOME _____ WORK _____

UNIT SIZE: _____ UNIT NUMBER: _____ LOCATION: _____

DATE OF CONTACT: _____ TIME OF CONTACT: _____

TYPE OF CONTACT: HOME VISIT _____ FIRST TIME _____ FOLLOW-UP _____

PHONE _____ CONFERENCE IN OFFICE _____



TOPIC / PROBLEM(s) ADDRESSED: _____

STAFF COMMENTS / OBSERVATIONS: _____

STAFF ACTION(s) TAKEN: _____

RECOMMENDED FOLLOW UP: _____

STAFF INITIALS: _____

APPENDIX 34

Sample Form

PROPERTY CLAIM WAIVER



Grand Traverse Band of Ottawa and Chippewa Indians

Housing, Department IX

2605 N. West Bayshore Dr.

Peshawbestown, MI 49682

Office: 231/271-4473 Fax: 231/271-2025



PROPERTY CLAIM WAIVER

DWELLING UNIT NUMBER: _____

PROJECT NAME / NUMBER: _____

CLIENT NAME: _____

CLIENT MAILING ADDRESS: _____

I hereby certify that I have Moved Out of Dwelling Unit Number: _____,
Located in _____, which is owned by the Grand Traverse
Band of Ottawa and Chippewa Indians and operated / managed by the GTB
Housing Department.

I further claim that I **DO NOT** want any of the items left in or around the vacated
dwelling unit.

I also give permission to the GTB Housing Department to dispose of any such
remaining items as they see fit.

Head of Household Signature

Date

Housing Department Staff Signature

Date

cc: Client File

APPENDIX 35

Sample Letter

REMOVAL of PERSONAL BELONGINGS



Grand Traverse Band of Ottawa and Chippewa Indians

Housing, Department IX
2605 N. West Bayshore Dr.
Peshawbestown, MI 49682

Office: 231/271-4473 Fax: 231/271-2025



(Date)

(Client Name)

(Address)

(City, State, ZIP)

RE: DEADLINE FOR REMOVAL OF PERSONAL PROPERTY (Following Move-out)

Dear _____,

You vacated your unit (# _____, located in _____) on _____, 20____, however, you have failed to remove all of your personal property. Following your MOVE-OUT Inspection, the unit was boarded up and entrance is now prohibited.

If you wish to remove your personal property from the unit, you must first contact the Housing Department and schedule an appointment to have the unit opened up. You have five (5) business days, from receipt of this letter (sent Certified Mail), in order to make an appointment and get your property removed from the unit.

If said property is not removed within those five (5) business days, the Housing Department shall remove the property and dispose of it as they see fit. The cost of said removal and disposal shall be charged to your account.

If you have any questions regarding this matter, please feel free to call your Resident Services counselor at (231) 271-4473.

Sincerely,

Resident Services Staff Signature

cc: Client File



Grand Traverse Band of Ottawa and Chippewa Indians

Housing, Department IX

2605 N. West Bayshore Dr.

Peshawbestown, MI 49682

Office: 231/271-4473 Fax: 231/271-2025



(Date)

(Client Name)

(Address)

(City, State, ZIP)

RE: REMOVAL OF PERSONAL PROPERTY (Following Re-Capture)

Dear _____,

The **Grand Traverse Band Housing Department** has determined that your unit (_____, located in _____) is untenable due to your failure to maintain it in accordance with the requirements of the lease. Therefore, the unit has been boarded up and entrance is prohibited. A formal Termination of Lease Notice was mailed to you on _____.

If you wish to remove your personal property from the unit, you must first contact the **Housing Department** and schedule an appointment to have the unit opened up. You have five (5) business days, from receipt of this letter (sent Certified Mail), in order to make an appointment and get your property removed from the unit.

If said property is not removed within those five (5) business days, the **Housing Department** shall remove the property and dispose of it as they see fit. The cost of said removal and disposal shall be charged to your account.

If you have any questions regarding this matter, please feel free to call your Resident Services counselor at (231) 271-4473.

Sincerely,

Resident Services Staff Signature

cc: Client File

GWTHD Form Letter # 47B
01/01/01