
RESIDENTIAL LEASE AGREEMENT

This Lease is made and entered into on _____, between _____, hereinafter referred to as “Lessor,” and _____, hereinafter referred to as “Lessee.”

For and in consideration of the following terms and conditions each party does covenant and agree as follows:

CERTIFICATION AS A QUALIFIED LOW INCOME TENANT

Lessee has already been certified as a qualified low income Tenant in accordance with the Section 1602 program requirements and/or through Spectrum Enterprises, before the execution of this Lease. Following are those who are in Lessee’s household:

Name	Gender	Nationality	Age	Student Status
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

The number and persons in the Lessee’s household will not change unless authorized by Section 1602 program requirements and there is prior approval by the Lessor.

The Lessor will not discriminate against the Lessee on the basis of his or her race, national origin, age, gender, and disability.

PREMISES

Lessor is leasing to Lessee a ____-bedroom affordable unit for qualified low income families under the Section 1602 Grant in Lieu of Low Income Housing Tax Credit program in American Samoa that is administered by the Development Bank of American Samoa (DBAS). The Section 1602 unit is located in the village of _____, county of _____, Island of Tutuila, Territory of American Samoa, hereinafter referred to as the “premises”. This unit is identified as Unit No. ____ in Lessor’s records..

TERM

The term of this lease shall be for _____ months.

RENT

Lessee shall pay for rent the sum of _____ Dollars and No Cents (\$_____.00) per month. The monthly rental shall be paid to Lessor by 12 noon of the _____ day of each month starting _____, 2013. Each payment shall be made to _____ at _____, American Samoa. The monthly rental payment by Lessee shall not exceed the monthly rent maximum amount allowed under the Section 1602 program.

In addition to the first month's rent, Lessee shall deposit _____ Dollars and no cents (\$____.00) with Lessor as security for return of the premises in proper condition and payment of any other legal obligations to Lessor at the end of the lease term or upon earlier termination.

Prior to taking possession of the premises, the parties shall complete and sign an inventory checklist documenting the condition of the premises at the beginning of the tenancy. The security deposit shall be refunded to the lessee at the termination or expiration of this lease term, unless deductions are made for damages to the leased premises beyond normal wear and tear and for delinquent rent or utility fees.

USE OF PREMISES

The premises shall be used by Lessee for residential purposes only. The premises shall be used only by Lessee and his/her family.

NO SUBLEASING

Lessee shall not sublease the premises to any sublessee.

QUIET ENJOYMENT

Lessor covenants that on payment of the agreed rent and performance of the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the premises for the term of this Lease.

**1602 PROGRAM REQUIREMENTS, 1602 GRANT AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS AND MORTGAGE**

This Lease is subject to Section 1602 program requirements, and the terms and conditions of the 1602 Grant Agreement and Declaration of Restrictive Covenants and Mortgage already signed by Lessor--Project Owner as a condition of obtaining Section 1602 grant funds to build this Section 1602 unit. Any act or omission by Lessor or Lessee which violates any Section 1602 program requirements, term and condition of the 1602 Grant Agreement and Declaration of Restrictive Covenants and Mortgage, shall be considered invalid or cause for termination of this Lease unless cured in accordance with Section 1602 requirements.

UTILITIES

Lessor shall be responsible for paying all utility services (water, electrical, sewer, gas) connected with the use and occupancy of the premises.

Lessee may be held responsible for paying the utility services, if the meter is in Lessee's name and a monthly Utility Allowance is pre-approved for this unit. The Lessor shall have the right to adjust the rent and utility allowance (if applicable) should the local area Utility Allowance change. The monthly Utility Allowance for this unit is as follows:

Water:

Electrical:

Sewer:

Gas:

Monthly Total:

RIGHT TO INSPECTION

Lessor and his or her agent, with prior reasonable notice shall have the right during the term of this Lease to enter the premises for the purpose of inspecting the premises.

MAINTENANCE OF PREMISES

Lessee, shall maintain the demised premises, furniture, appliances, equipment etc. in at least as good a condition in which they were first used by Lessee, allowing for

ordinary wear and tear. Lessee shall immediately contact Lessor if there are any problems with the premises, furniture, appliances, equipment etc.

SURRENDER OF PREMISES

At the expiration of the Lease term, Lessee shall quit and surrender the premises in as good a state and condition as they were at the commencement of this Lease, reasonable wear and tear expected.

DEFAULT

If any default is made in payment of rent, or any part thereof, at the times herein specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the Lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default. Termination and forfeiture of the Lease shall not result if, within thirty (30) days of receipt of such notice, Lessee has corrected the default or cured the default within a reasonable time.

ABANDONMENT

If at any time during the term of this agreement, Lessee abandons the premises or any part thereof, Lessor may, at his or her option, enter the premises by any means, without being liable for any prosecution and without becoming liable to Lessee.

If Lessor's right to re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee, to also have been abandoned. In such case, Lessor may, after notice to Lessee at Lessee's last known address, dispose of all such personal property in any manner LESSOR shall deem proper and is hereby relieved of all liability for doing so.

TERMINATION

In the event that the premises are destroyed or are rendered uninhabitable for a period in excess of three (3) weeks the lease shall terminate and Lessee shall have no further obligations to perform under the lease.

At any time the Lessor discovers that the Lessee provided false information on his Tenant Application or Lessee is not qualified as a Tenant under Section 1602 requirements, Lessor shall terminate the lease immediately unless deficiency is immediately cured.

MISCELLANEOUS

- a. Lessor warrants that she has the right and legal authority to execute the Lease.
- b. All notices to be given with respect to this Lease shall be in writing.
- c. If any provision of this Lease is held invalid, such invalidity shall not affect other provisions which can be given affect without the invalid provision.
- d. This Lease shall be governed by and construed in accordance with the laws of the Territory of American Samoa. In the event of litigation between the parties over this Lease, the prevailing party shall be entitled to actual attorney's fees and costs.

IN WITNESS WHEREOF, the parties have executed this Lease in American Samoa, the day and year first written above.

DATED: _____

LESSOR:

DATED: _____

LESSEE:
