



Applicant's Initials: _____

Santa Clara Pueblo Housing Authority

201 Road Runner Road, Espanola NM 87532-1313
Phone: (505)-753-6170 Fax: (505) 753-3699
info@scphousing.org – www.scphousing.org

TOWNHOME UNIT RENTAL APPLICATION

I/We understand that the information provided on this application is being collected to determine if I/we am/are eligible for rental of a Townhome Unit and I/we hereby authorize SCPHA to verify all such information by contacting appropriate individuals and entities and I/we hereby authorize those individuals and entities to release relevant information to SCPHA. I/we further understand that submittal of this application does not establish any contractual agreement. I/We have been advised that the provision of false or misleading information in this application or any subsequent interview may be grounds for rejection of the application. _____ (Initials)

1. APPLICANT INFORMATION.

First Name	Middle Name	Last Name		

Aliases or Other Names Used				

Mailing Address	City	State	Zip Code	

Email Address				

Home Phone	Cell Phone	Work Phone		

Driver's License #	Issuing State			

<input type="checkbox"/> Married	<input type="checkbox"/> Single	<input type="checkbox"/> Widow/er	<input type="checkbox"/> Divorce	<input type="checkbox"/> Separated

2. SPOUSE/PARTNER INFORMATION.

First Name	Middle Name	Last Name	

Aliases or Other Names Used			

Mailing Address	City	State	Zip Code

Email Address			

Home Phone	Cell Phone	Work Phone	

Driver's License #	Issuing State		

3. CO-APPLICANT(S) INFORMATION (if necessary to demonstrate ability to pay rent).

First Name	Middle Name	Last Name	

Aliases or Other Names Used			

Mailing Address	City	State	Zip Code

Email Address			

Home Phone	Cell Phone	Work Phone
Driver's License #	Issuing State	

4. HOUSEHOLD INFORMATION.

(a) Fill in the first row of the table with information on yourself. Fill in the remaining rows with the full names, relationship, dates of birth, ages, sex, and social security numbers of all other persons who will be residing with you in the Townhome Unit.

Name	Relationship	Date of Birth	Age	Sex	Social Security Number
	SELF				

(b) Are all residents U.S. citizens or legal permanent residents of the United States?

Yes No

If "No," list the names of family members who are not U.S. citizens or do not have legal permanent resident status and list their immigration status:

5. PREFERENCES.

Preference for placement in a Townhome Unit is based on Santa Clara Pueblo enrollment. What is your affiliation with the Santa Clara Pueblo?

(a) Are any adults in your household Santa Clara Pueblo members?

Yes No

Name

Enrollment Number

Applicant's Initials: _____

Name

Enrollment Number

Name

Enrollment Number

Name

Enrollment Number

(b) Are any adults in your household who are working on the Pueblo of Santa Clara, members of other Indian tribes?

Yes No

Name

Name of Tribe

Enrollment Number

Name

Name of Tribe

Enrollment Number

Name

Name of Tribe

Enrollment Number

Name

Name of Tribe

Enrollment Number

6. RENTAL INFORMATION.

(a) Anticipated Move-In Date: _____

(b) Do you or any of the household members own firearms? Yes No

ALL FIREARMS MUST BE SECURED

If yes, how are the firearms secured? Please explain in detail:

7. RENTAL HISTORY OF APPLICANT.

Current Address City State Zip

Date of Move to your current Address Rental Amount

Applicant's Initials: _____

Landlord or Manager

Phone Number

Reason for leaving: _____

Former Address City State Zip

Dates of Occupancy: From To Rental Amount

Landlord or Manager Phone Number

Reason for leaving: _____

8. EMERGENCY CONTACT PERSON.

Full Name Relationship

Address City State Zip

Phone Number Email Address

9. EMPLOYMENT INFORMATION.

(a) Applicant.

Name of current employer Name of Supervisor Position/Title

Address City State Zip

Phone Number Date Employed Salary or Hourly Rate

(b) Spouse/Partner.

Name of current employer Name of Supervisor Position/Title

Address City State Zip

Phone Number Date Employed Salary or Hourly Rate

(c) Co-Applicant.

Name of current employer Name of Supervisor Position/Title

Address City State Zip

Phone Number Date Employed Salary or Hourly Rate

10. INCOME INFORMATION.

The main Applicant must be Native American and earn a minimum of \$18,000 per year to be eligible.

What is the total annual **earned** income for you, your spouse/partner, and your co-applicant(s), if any (include wages, salaries and tips, and other income such as self-employment)? Provide copies of current and 2 previous paychecks stubs.

\$ _____

Household Member's Name	Source of Earned Income	Payment Basis (e.g., bi-weekly, monthly)	Annual Amount

Please list any other income that you would like to be considered in the application.

Household Member's Name	Source of Other Income	Payment Basis (e.g., bi-weekly, monthly)	Annual Amount

Applicant's Initials: _____

11. CREDIT INFORMATION.

SCPHA WILL RUN A CREDIT AND BACKGROUND CHECK ON ALL ADULTS LISTED ON THIS APPLICATION.

List all credit references (*e.g.* banks, tribal credit, credit card companies, credit unions, *etc.*) for you, your spouse/partner, and your co-applicant.

Name of Creditor	Account Type	Account Number

12. CRIMINAL BACKGROUND SCREENING.

Answering “yes” to any of the following questions will not necessarily make you ineligible for rental of a Townhome Unit; however, failing to disclose information or misrepresenting information about criminal histories may make you ineligible for rental of a Townhome Unit.

- (a) Have you or any person who may become a resident (adults and children) ever been convicted of a crime whether misdemeanor or felony, been placed on probation, or currently are on parole for the commission of a crime? Yes No

If yes, provide the name of the offender, date of the offense, and the nature of the offense:

- (b) Is there an outstanding warrant for your arrest or for the arrest of a member of your household pending in any jurisdiction? Yes No

If yes, explain the reason for the warrant and identify the issuing jurisdiction (*e.g.*, county, tribal):

Applicant's Initials: _____

13. VEHICLES.

List the vehicles that you or the members of your household will be parking at your Townhome Unit and/or in other areas designated for Townhome Area parking. **No more than two operable vehicles per unit are permitted.**

(a)

Vehicle Make/Model	Vehicle Color	Vehicle Year
License Plate Number	State of Vehicle Registration	

(b)

Vehicle Make/Model	Vehicle Color	Vehicle Year
License Plate Number	State of Vehicle Registration	

14. NOTIFICATION AND CHARGES.

(a) Notice and Acceptance of Unit. You will be notified in writing whether or not your application is approved. In the event the application is approved, you agree to sign a Tenant Rental Agreement within _____ days of receipt of such notice. Upon execution of the Tenant Rental Agreement, payment of the required deposit, and presentation of proof of transfer of utilities, you will be authorized to move into the assigned unit.

***Background check \$50.00 each adult (2) \$ 100.00**
++Must be paid when application is submitted++

(b) Anticipated Charges. If the application is approved, your total move-in charges will be:

Key Deposit \$10.00 each key (2)	\$ 20.00
First month's Rent	\$450.00
Water, Trash, and Sewer	\$ 0.00
Security Deposit	<u>\$450.00</u>

ESTIMATED GRAND TOTAL MOVE –IN CHARGES \$920.00

***Additional key deposit may apply depending in how keys are requested and the same is for background and Credit check for each adult to live in the Unit.**

The information that I/we have provided herein is true and correct, to the best of my/our knowledge.

Name of Applicant	Signature	Date
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Name of Spouse/Partner	Signature	Date
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Name of Co-Applicant	Signature	Date
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CERTIFICATIONS/CONSENT TO RELEASE INFORMATION

The applicant, spouse/partner, and co-applicant(s) must certify that the information provided on this application is true correct, and complete. Santa Clara Pueblo Housing Authority (SCPHA) places a high penalty on the prevention of fraud. If your application contains false or incomplete information, SCPHA may reject the application on that basis alone. If SCPHA later determines that information provided on this application was false or incomplete, SCPHA may terminate the Tenant Rental Agreement.

I understand that the information provided on this application is being collected to determine if I am eligible for rental of a Townhome Unit and I hereby authorize SCPHA to verify all such information by contacting appropriate individuals and entities and I hereby authorize those individuals and entities to release relevant information to SCPHA. I further understand that submittal of this application does not establish any contractual agreement.

I have been advised that the provision of false or misleading information in this application or any subsequent interview may be grounds for rejection of the application.

By my signature below, I certify that the information provided on this application is true, correct, and complete as of this date, and that I understand the consequences for the submission of false information or the failure to fully disclose all facts pertinent to this application.

Name of Applicant

Signature

Date

Name of Spouse/Partner

Signature

Date

Name of Co-Applicant

Signature

Date

Name of Co-Applicant

Signature

Date

CONFIDENTIAL/FOR OFFICE USE ONLY

Date Received: _____

Supporting documentation complete? Yes No

Is the household entitled to preferential treatment? Yes No
If yes, list preference(s): _____

Employment history/references verified? Yes No
If yes, initialize and date _____

Credit check completed? Yes No
If yes, initialize and date _____

Criminal background check completed? Yes No
If yes, initialize and date _____

Criminal history /disclosure concerns: Yes No
(Attach relevant info.)

Total Annual Income: \$ _____

Disposition: Eligible
 Ineligible. Explain:

Application Information Verified By: _____
Name

Date Application Approved By: _____
Name



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TOWNHOME CONDITIONS OF OCCUPANCY

DECLARATION

Pursuant to its authority to maintain the overall quality and value of the Townhome housing project and to ensure the health and safety of residents therein, the Santa Clara Pueblo Housing Authority (SCPHA) hereby adopts these Townhome Conditions of Occupancy (Conditions), effective from this ___ day of _____, 20___, and declares that the Townhome housing project shall hereafter only be held, leased, sold and or otherwise transferred subject to these Conditions.

DEFINITION

- A. "Common Area" means site within the Townhome Area that shall contain a laundry room with commercial washers and dryers, public bathrooms and showers, community garden, and a community gazebo for barbeque grills.
- B. "Tenant" means a person renting a Unit from SCPHA during the rental term of a Tenant Rental Agreement.
- C. "Occupancy Document" means the Tenant Rental Agreement entered into by SCPHA and a Tenant.
- D. "Townhome Site" means the lot designated within the Tribe's tribally-owned trust land upon which a Townhome is located.
- E. "Townhome Area" means the Townhome project site on which Townhome Sites are situated.
- F. "Pueblo Member" means an enrolled member of the Pueblo of Santa Clara.
- G. "Pueblo" means the Pueblo of Santa Clara.
- H. "Unit" means a residence unit located within a Townhome.

GENERAL PROVISIONS

- A. **Approvals, Consents, and Waivers.** Any approval, consent, or waiver, which these Conditions require to be obtained from SCPHA, must be obtained in writing, signed by Executive Director or an authorized representative prior to doing the act for which the approval, consent, or waiver is to be obtained.
- B. **Variances.** Upon written request, SCPHA may grant a variance from one or more requirements of these Conditions on a showing by a particular Tenant that special circumstances exist distinguishing his or her situation from that of other Tenants and that the variance will not materially change the character of the Townhome Area or materially impair an adjacent Tenant's use and enjoyment of his or her Townhome Site and/or Unit. SCPHA shall determine, in its sole discretion, whether a variance is acceptable under the criteria set forth above, and SCPHA's determination shall be binding on all Tenants and not subject to any appeal process.
- C. **Failure to Comply with Conditions.** If a Tenant fails to comply with these Conditions, SCPHA may take appropriate actions to enforce these Conditions in accordance with the Tenant's Occupancy Document in order to maintain the overall quality and value of all Units, Townhome Site, and the Townhome Area, and to ensure the health and safety of the residents therein.
- D. **Delay or Omission.** No delay or failure by SCPHA to enforce these Conditions or to exercise any right, power, or remedy accruing hereunder shall be deemed to be a waiver or limitation of the right of SCPHA to do so thereafter, nor shall it be construed to be a waiver of or acquiescence in a violation or breach of these Conditions.
- E. **Severability.** If any provision in these Conditions or application thereof to any situation or person shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any

other provision of these Conditions or its application to other situations or persons.

F. **Binding Effect.** These Conditions shall run with the Units, Townhome Sites, Townhome Area, and any Occupancy Document and be binding on the heirs, personal representatives, successors, and assigns of the Tenants hereunder in like manner as on the original Tenants.

G. **Occupancy Document.**

1. The rights of a Tenant shall be governed by his or her Occupancy Document and these Conditions.
2. Adults residing in a Unit shall be listed as co-Tenants in the Occupancy Document.
3. A Tenant must provide annual income information for all adults in his Unit to SCPHA in support of his or her Occupancy Document.
4. If a Tenant loses his or her status with the Pueblo prior to the end of his or her Occupancy Document term, the Tenant shall have the right to reside in the Unit until the Occupancy Document term ends.
5. Subleases of Occupancy Documents are prohibited.

H. **Governing Law.** These Conditions shall be governed by the laws of the Pueblo, which shall be the appropriate legal forum.

PREFERENCE IN SELECTION

Preference in selection for Units shall be applied in the following order:

- A. Santa Clara Pueblo members;
- B. Affiliated of Santa Clara Pueblo members who reside or work on the Pueblo;
- C. Members of other tribes (Permitted Resident) who reside or work on the Pueblo; (with valid Resident Permit)

KEYS (DO NOT DUPLICATE KEYS)

A. **Deposit.** SCPHA shall issue each Tenant two keys for his or her Unit and may issue additional keys upon request by the Tenant. The Tenant shall pay a security deposit of ten dollars (\$10) for each key that SCPHA issues to him or her. Tenant is prohibited from making copies of any keys issued to him or her by SCPHA.

B. **Replacement.** A Tenant shall not replace exterior door locks. If the locks are found to have been changed, SCPHA shall rekey or replace the locks. If the Tenant is not available at the time of replacement, SCPHA will punch the lock to gain entry and replace the lock at the Tenant's expense. If a key becomes broken in a lock, SCPHA shall replace the lock at the Tenant's expense. If a key is lost or misplaced, Tenant may, at his or her expense, obtain a copy from SCPHA. SCPHA shall maintain a schedule of lock and key replacement costs.

UNIT REQUIREMENTS

A. **Prohibited Activities.** The following activities are prohibited within and contiguous to Units:

1. Smoking;
2. Use or storage of flammable and combustibles;
3. Disabling of smoke detectors; Alterations or additions, removal of any fixtures, or painting of walls; and
4. Erection of aeriels, antennae, or satellite dishes or towers, whether for transmitting or receiving signals are prohibited. **(SCPHA will provide an antenna/dish and a wireless antenna for the internet; tenant will pay the connection to receive the services. Tenant will use SCPHA exclusive providers)**

- B. **Proper Maintenance.** Each Tenant must maintain and keep in good repair the interior and exterior of his or her Unit. Tenant must notify SCPHA immediately **in writing** of the need for repairs to the Unit and to report to SCPHA immediately any damage to water pipes, toilets, drains, or plumbing fixtures.
- C. **General Upkeep and Sanitation of Units.** Furniture left outside a Unit shall be limited to the balcony and items commonly accepted as outdoor or patio furniture. Tenants shall not place any household appliances, upholstered furniture, laundry, barbeque grills, or other property outside the Unit. Tenants shall deposit all accepted garbage, trash, and rubbish in a suitably covered receptacle, approved by SCPHA, for regularly scheduled pickup.

TOWNHOME SITE AND AREA REQUIREMENTS

- A. **Open Burning.** Open burning within the Townhome Area is prohibited.
- B. **General Upkeep and Sanitation of Townhome Sites and Area.** Tenants must keep sidewalks, streets, and Townhome Sites, including porches and balconies, clean and free from trash, rocks and litter at all times.
- C. **Prohibition against Hazardous Wastes.**
 - 1. Tenants may not use their Townhome Site or the Townhome Area as an open dump or for the handling, recycling, storage, treatment, composting, or disposal of hazardous waste, as that term is defined by federal or tribal law, on either a permanent or temporary basis.
 - 2. If a Tenant causes his or her Townhome Site or the Townhome Area to become contaminated in any manner, the Tenant shall indemnify and hold harmless SCPHA from any and all environmental damages. Without limiting the foregoing, if a Tenant causes or permits the presence of hazardous waste in his or her Townhome Site or the Townhome Area that results in a threatened or actual contamination, the Tenant shall promptly, at his or her sole expense and responsibility, take any and all necessary actions to return the Townhome Site or Townhome Area to the condition existing prior to the presence of any threatened or actual contamination, under the laws and regulations of the Pueblo and the United States and after having first obtained the requisite approvals for any such remedial action.

COMMON AREA REQUIREMENTS

- A. A Tenant may host functions in the Common Area. The Tenant must sign up with SCPHA to reserve the Common Area for such functions and shall be required to clean up the Common Area after functions are complete.
- B. The Common Area shall be equipped with six (6) barbeque grills. A Tenant must sign up with SCPHA to reserve use of barbeque grills, at least 24 hours in advance.
- C. Alcohol and any other illegal drugs are prohibited in the Common Areas.

TENANTS AND GUESTS

- A. **Peaceful Enjoyment.** Tenants shall conduct themselves, and cause other persons who are in their Unit or on their Townhome Site with their consent to conduct themselves in a manner that will not interfere with the peaceful enjoyment of neighbors living in the Townhome Site or inconsistent with maintaining the Townhome Site in a decent, safe, and sanitary condition. The expectations of neighbors concerning the peaceful enjoyment of their Units and Townhome Sites shall be reasonable, understanding that Units at Townhome Sites share a common wall subject to **sound infiltration**. Tribal curfew time will be enforced.
- B. **Disturbances Prohibited.** Excessive alcohol use, drug abuse, partying, fighting, and/or quarreling that interferes with the health, safety, or right to peaceful enjoyment of a Townhome Site by other residents is prohibited. Neither a Tenant, his or her children, guests, nor any other person staying or visiting the Tenant shall cause unreasonably loud or disturbing noise through parties, radios, television, stereo equipment, musical instruments, chain saws, motor vehicles,

or the like.

- C. **Dangerous Conditions.** Tenants shall notify SCPHA immediately in writing of any conditions in or around their Units that may be dangerous to the health and safety of Tenants, occupants of Tenants, guests of Tenants, or SCPHA employees.
- D. **Liability for the Conduct of Guests.** Tenants are responsible for the actions of occupants of their Unit, as well as guests, licensees, and invitees.
- E. **Commercial Uses.** No commercial or business operation, trade, or activity shall be conducted in any Unit or on any Townhome Site.
- F. **Vandalism.** Tenants shall refrain from, and cause guests and members of their households to refrain from destroying, defacing, damaging, or removing any part of the Unit, Townhome Site, or Townhome Area.
- G. **Insurance.** SCPHA shall not provide personal property insurance to Tenants, but Tenants may purchase their own personal property insurance.
- H. **Single Family Residence Use; Restrictions on Guests.** All Units are intended to be used as a single family residence occupied by the Tenant's family exclusively as its principle residence. Additional permanent residents shall not be allowed without SCPHA approval.
- I. **Absences from Units.** Tenants must notify SCPHA if they plan to be absent from their Units for more than seven (7) consecutive days. Tenants must notify SCPHA about the date of their expected return to their Units.

PETS, LIVESTOCK AND FOWL

Tenants shall not be allowed to keep **any pets**, livestock, or fowl in their Unit.

UTILITIES

- A. **Costs.** Each Tenant is responsible for obtaining and paying for all of his or her utilities to include for water, sewer and trash. The Tenant must open an account at the appropriate utility companies in Tenant's name. The Tenant is responsible for contacting the appropriate utility companies when the Tenant moves in and moves out. Proof of the connection of the gas and electric utilities is necessary before the keys are provided to the new tenant. If the Tenant neglects to contact appropriate utilities upon move out, he or she remains responsible for all charges accrued to the companies until the companies are notified by SCPHA of the termination of occupancy and services are terminated.
- B. **Access.** Each Tenant must ensure that all water meters, water shut off valves, sewer clean-outs, or electrical/telephone/cable TV pedestals located on his or her Townhome Site remain unobstructed and easily accessible.
- C. **Damage.** Each Tenant shall maintain electricity and heat in the Unit during the term of the Occupancy Document. If the Tenant fails to pay utility amounts owed in a timely manner and electricity and/or gas is disconnected or terminated, and such disconnection or termination results in physical damage to the Unit, the Occupancy Document will be terminated.

INSPECTIONS

- A. **Right to Inspect.** SCPHA has the right to enter a Unit at any reasonable time to perform inspections, repairs, additions, or alterations as may be deemed necessary by SCPHA. Refusal to allow SCPHA to enter a Unit, or changing the locks on the Unit to prevent such entry is a direct violation of the Occupancy Document and is grounds for termination. The Tenant shall also be notified that he or she or his or her representative may join in the inspection.

B. Physical Inspections.

1. SCPHA shall conduct a complete interior and exterior examination of each Unit, including a review of the standard of housekeeping, on a regular basis, but not less frequently than every year, and shall furnish a copy of the inspection report to the Tenant. Any item requiring repair or replacement will be recorded. This will include but not be limited to plaster repair, painting, termite inspection, roof deterioration, overloading of electric circuits, and corrosion control.
2. Following the inspection, SCPHA inspector shall give the Tenant a written statement, signed by the inspector, of the condition of the Unit and equipment, clearly showing the repairs and/or replacements for which the Tenant is responsible. The Tenant shall sign a copy of the statement and indicate when necessary repairs and/or replacements will be made. A copy of the inspection statement will be retained in the Tenant's permanent folder and a duplicate copy shall be given to the Tenant. A follow-up procedure will be established to see that all required repairs and replacements have been carried out within a reasonable period of time.
3. Damages found by SCPHA as part of the inspection may be grounds for termination of the Tenant's Occupancy Document.

CLEANING AND SECURITY DEPOSIT

Cleaning and Security. Each Tenant shall pay a one-time cleaning and security deposit in an amount equal to one month's rent. Such deposit shall be returned upon termination of the Tenant's Occupancy Document, shall be returned to the Tenant less any reasonable charges for cleaning and repairs, subject to the following conditions:

- A. Tenant must give thirty (30) days written notice prior to move-out;
- B. Tenant must clean all floors, walls, and windows; all kitchen, bathroom, and living room fixtures must also be cleaned and left in working order;
- C. Tenant must ensure that the condition of the Unit is the same as it was when first occupied, except normal wear and tear. Woodwork, doors, windows (screens must be in place), electrical fixtures, and all other fixtures that were in the Unit when it was first occupied shall be in the same condition as when the Unit was first occupied or shall be replaced at Tenant's expense;
- D. Tenant must ensure that all lights are in working order and that burned out light bulbs are replaced;
- E. Tenant must complete, pass, and sign a Unit move-out inspection; and
- F. Tenant must pay all utilities in full within thirty (30) days after vacating the Unit.

VEHICLES

- A. **Size Restrictions.** Except in relation to provision of services to the Unit, no vehicle or equipment over ten thousand (10,000) pounds gross vehicle weight may be parked on a Tenant's assigned Townhome Site.
- B. **Parking.** Tenant parking is exclusive to the Townhome tenants; the southwest corner of the Townhome Area (Mail Boxes area) is assigned for the visitors. SCPHA shall provide the Tenant with assigned parking for two vehicles at the Townhome Site. Guests may park vehicles additionally in the southeast corner of the Townhome Area or the SCPHA skate park when visiting a Tenant, but must ensure that they are parked so as not to block any access or to restrict traffic flow within the Townhome Area Laundromat.
- C. **Inoperable and/or Unlicensed Vehicles NOT ALLOWED.** Vehicles present in the Townhome Area must be in operable condition and currently licensed and registered in the state of New Mexico. Inoperable and/or unlicensed

vehicles may not be stored or left on a Tenant's Townhome Site or in the Townhome Area. SCPHA may request all such inoperable and/or unlicensed vehicles to be towed and impounded immediately when notified at the sole expense of the Tenant.

- D. **Speed Limit.** The maximum speed permitted in the Townhome Area is fifteen (15) miles per hour (site is ONE WAY only).
- E. **Vehicle Maintenance and Safety.** If a Tenant fails to maintain his or her vehicle properly and SCPHA determines that it constitutes a hazard to residents, SCPHA may prohibit such vehicle from entering and/or remaining in the Townhome Area until repaired. A Tenant may not make any major vehicle repairs in the Townhome Area, but may do minor vehicle repairs in the Area. No repairs are to be made on or near the streets. A Tenant shall immediately clean up and/or properly recycle or dispose of any grease, oil, or other substance that is drained from or leaks from his or her vehicle or the vehicle of a guest, properly.

BACKGROUND CHECK

SCPHA shall charge each Tenant a non-refundable fee of \$50.00 for himself or herself and for each adult residing in his or her Unit who is at least eighteen (18) years old for the purpose of conducting a criminal background check. Such background check shall be conducted to determine whether the Tenant and adult(s) have been convicted of rape, spouse abuse, child abuse, child sexual abuse, domestic violence, sexual offense, or any other crime of violence or of any drug related offense. Conviction of any such crime shall be grounds for denying the Tenant and/or adult(s) residence in the Unit. All such records of criminal background checks shall be confidential and shall be maintained in a secure place.

UNLAWFUL CONDUCT

- A. **Unlawful Conduct Prohibited.** A Tenant is prohibited from using, causing to be used, or allowing to be used any part of his or her Unit or Townhome Site for any unlawful conduct or purposes. Unlawful conduct is any criminal activity that threatens the health, safety, or right to peaceful enjoyment of Units, Townhome Sites, or the Townhome Area by other residents or employees of SCPHA, including but not limited to:
 - 1. Physical assault or the threat of physical assault to any person, including SCPHA staff;
 - 2. Use of a firearm or other weapon or the threat to use a firearm or other weapon;
 - 3. Disposal or permitting disposal or storage of hazardous waste within the Townhome Area;
 - 4. Sexual molestation of a minor, sexual assault, rape, prostitution, or other similar or related conduct;
 - 5. Domestic violence;
 - 6. Alcohol offenses, including but not limited to provision of alcohol to a minor, public intoxication; and
 - 7. Any drug-related criminal activity within the Townhome Area, including but not limited to the illegal possession, manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use a controlled substance as defined in Section 102 of the Controlled Substances Act, provided that any drug-related criminal activity shall be cause for termination of a Tenant's Occupancy Document and eviction from his or her Unit.
 - 8. Reoccurring offenses will result in the termination of the Occupancy Document
- B. **Reporting of Unlawful Activity.** Tenants observing any suspicious or illegal acts are requested to notify SCPHA and the local Law Enforcement Agency having jurisdiction over the Townhome Area for investigation and prosecution.

AMENDMENT OF CONDITIONS

- A. Amendments.** SCPHA may make reasonable modifications to these Conditions as needed to protect the health or safety of residents, to preserve the quality, value, and conditions of the Units, or as may be required by a change in tribal or federal law.

- B. Notice.** SCPHA shall give Tenants at least thirty (30) days prior written notice of any such proposed modification.

THESE CONDITIONS ARE AN INTEGRAL PART OF YOUR OCCUPANCY DOCUMENT AND ARE ENFORCEABLE. VIOLATION OF THESE CONDITIONS CAN RESULT IN THE TERMINATION OF YOUR OCCUPANCY. PLEASE BE ADVISED THAT ANY AGREEMENT BETWEEN SCPHA AND TENANT THAT MODIFIES OR AMENDS THESE CONDITIONS MUST BE IN WRITING. VERBAL REPRESENTATIONS OR AGREEMENTS ARE INVALID AND UNENFORCEABLE.

Tenant hereby acknowledges receipt of a copy of these Conditions, and has read, and agrees to abide by them.

Tenant	Date
--------	------

Tenant	Date
--------	------



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TENANT RENTAL AGREEMENT TOWNHOME PROJECT

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

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

TERMS AND CONDITIONS

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

B. Term. The term of this Agreement is one year, to commence on the first (1st) day of _____, 20___ and to end on the last day of _____, 20___, unless terminated sooner by SCPHA or Tenant. At the end of the term, Tenant shall vacate the Unit unless SCPHA and Tenant agree to renew the right of occupancy by execution of a new agreement. SCPHA shall provide to Tenant a new agreement no less than thirty (30) days prior to the expiration of this Agreement. Renewal of this Agreement is subject to Tenant’s compliance with all of the terms and conditions contained in this Agreement.

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

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

2. Payments may be made by personal or cashier’s check, bank money order, or payroll deduction, or ACH.

A. If a personal check or ACH is not honored due to insufficient funds, Tenant’s account shall be assessed a service charge of \$35.00 and Tenant will no longer be able to pay by personal check or ACH, payable by Money Order or Cashier’s Check only and a Letter of Warning will be issued.

Residents. No person other than those listed in the Townhome Unit Rental Agreement as residents (Residents) may occupy the Unit on a permanent basis without the prior written approval of SCPHA. Failure to notify SCPHA of new residents may be grounds for termination of this Agreement.

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

1. To comply with all applicable laws and regulations, as they now exist or may hereafter be amended, affecting the use or occupancy or maintenance of the Units; and

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

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

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

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

H. Termination by SCPHA and/or Eviction. If SCPHA initiates action to terminate this Agreement, Tenant may have certain rights to continued occupancy as provided in the Conditions and in this Agreement. SCPHA may not terminate or refuse to renew any tenancy except upon breach of this Agreement, including but not limited to failure to comply with the Conditions and applicable laws and regulations.

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

1. Immediately threatens the health or safety of, or right to peaceful enjoyment of the premises by, other Residents or employees of SCPHA;
2. Immediately threatens the health or safety of, or right to peaceful enjoyment of their premises by, persons residing in the immediate vicinity of the premises; or
3. Results in a criminal conviction related to activity on or off the premises involving drug related activities, domestic violence, sexual assault, or other activity that results or could result in serious bodily injury to another.
4. Repeat offenses will result in termination of the Agreement and Conditions of Occupancy. (Maximum - 2 Offenses)

J. Termination of Agreement by Tenant.

1. Tenant may terminate this Agreement by giving SCPHA written notice of such and the Agreement shall terminate on the thirtieth (30th) day after SCPHA receives such notice.
2. Tenant may terminate this Agreement immediately for emergency purposes, subject to approval of the SCPHA Board of Commissioners; provided, however, Tenant shall remain responsible for rent for the term of this Agreement until such time that the Unit is occupied by another Tenant.
3. If the Tenant terminates this Agreement and vacates the unit without notice to SCPHA, he or she shall be charged rent on a prorated daily basis for the shorter of:
 1. The period of time the unit is vacant; or
 2. Thirty (30) days after SCPHA learns of the vacancy.

K. Abandonment.

1. If Tenant is absent from his or her Unit for more than seven (7) consecutive days without prior written notice to SCPHA, and rent is delinquent for at least thirty (30) days, he or she shall be deemed to have abandoned the Unit, and SCPHA may terminate this Agreement in accordance with the provisions herein.
2. A Tenant who abandons his or her Unit shall remain subject to the terms of this Agreement, including the obligation to make monthly payments, until SCPHA terminates this Agreement in writing. Tenant shall also be responsible for maintenance, replacement, and utility costs, plus the cost of securing the vacant building. Rents shall not be assessed for a period in excess of sixty (60) days from the date SCPHA determines that the Unit has been abandoned.
3. Any property of Tenant found in the Unit after abandonment may be stored in any reasonably secure place, including the Unit itself. SCPHA will provide Tenant with a written notice of where such property is being stored, who to contact regarding its retrieval, and the application of mandatory \$300 storage fee to be paid prior to the release of the property. The notice

will also state that SCPHA will give Tenant thirty (30) days to claim property. If property is still unclaimed after thirty (30) days, SCPHA will, at its discretion, sell or dispose of the property. The costs of disposal of property will be charged to Tenant, and any proceeds of the sale will be applied to Tenant's account.

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

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

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

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

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

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

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

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

T. Attorneys' Fees. Upon determination of breach or default of this Agreement by one of the parties, the other party shall have the right to recover from the breaching party all reasonable attorneys' fees, expert witness fees, and court costs incurred in enforcing its rights hereunder or in successfully defending itself against the claims by the breaching party.

U. Delay or Omission. No delay or omission to exercise any right, power, or remedy accruing under this Agreement shall impair such right, power, or remedy, nor shall it be construed to be a waiver of or acquiescence in a breach of or default under the Agreement. **BOTH PARTIES SPECIFICALLY AND AFFIRMATIVELY AGREE NOT TO CONSTRUE THE CONDUCT, DELAY, OR OMISSION OF THE OTHER PARTY AS ALTERING IN ANY WAY THE PARTIES' AGREEMENTS AS DEFINED IN THIS AGREEMENT.** Any waiver, permit, or approval of any breach of or default under this Agreement must be in writing, and, because the language of this paragraph was negotiated and intended by both parties to be binding and is not a mere recital, both parties hereby agree that they will not raise waiver or estoppel as affirmative defenses so as to limit or negate the clear language and intent of this paragraph. All remedies, either under this Agreement, by law, or otherwise afforded to either party shall be cumulative, not alternative.

V. Notices.

1. Any Notice by SCPHA to Tenant, which Notice is required under the Agreement or by law, shall be:

A. Sent by certified mail, return receipt requested, and simultaneously by regular mail, both being postage prepaid and addressed to Tenant at the Unit or to such other address as may have been provided in writing to SCPHA by Tenant or by anyone else knowing Tenant's whereabouts, notwithstanding any contract or agreement between the parties to the contrary; or

B. Delivered in person to Tenant or to any adult member residing in the Unit or at such other address as may have been provided in writing to SCPHA by Tenant or anyone else knowing Tenant's whereabouts, including at Tenant's place of employment—such delivery to be certified in writing by the person delivering the Notice.

2. If delivery by certified mail or personal service fails, SCPHA may post Notice on the front door of Tenant's Unit—such posting to be certified in writing by the person delivering the Notice.

3. No Tenant shall evade or refuse delivery of any Notice. If Notice is tendered under the provisions of this paragraph and is refused by the intended recipient of the Notice, the Notice shall nonetheless be considered to have been given and shall be effective as of the date tendered.

4. Notice given in a manner other than that provided above, but actually received by Tenant shall be effective upon receipt.

W. **Severability.** The invalidity or unenforceability of any term or provision hereof shall not affect or impair any other term or provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

SANTA CLARA PUEBLO HOUSING AUTHORITY

TENANT

By: _____
Executive Director Date

By: _____
Tenant Date

By: _____
Tenant Date