

## G. D. HOLMQUIST

Contract Housing Manager

# TERMS AND CONDITIONS OF OCCUPANCY

The following Terms and Conditions of Occupancy (hereinafter called Terms) are made a part of the Registration Certificate signed by the Occupant.

### Part I.—GENERAL

#### 1. USE OF DWELLING.

a. Occupants shall use and occupy the dwelling unit for which they are registered exclusively as a residence for themselves (and immediate family, if any) and for no other purpose, except as may be permitted by G. D. Holmquist, Contract Housing Manager (hereinafter called the CHM). Occupants shall comply with all laws and ordinances affecting the use or occupancy of the premises and with all rules or regulations now or hereafter prescribed by the CHM for the safety, comfort, and welfare of the occupants of the project. Upon payment of all charges and observance of all Terms, occupants shall hold and enjoy the use and occupancy of their dwelling units, free from disturbance by any act of the CHM, its successors or assigns, provided that any failure to furnish utility service shall not be considered as a violation of this condition.

b. **Occupancy Period**—Use and occupancy of each unit shall be for a period of one calendar week (commencing on Monday) or one calendar month (commencing on the first day of the month) next following the date of initial occupancy until terminated as prescribed in paragraph 5.

#### 2. TERMS OF PAYMENT.

a. Rent or other recurring occupancy charges are payable in advance, without demand or billing, at the management office or other places designated by the CHM, on or before the first day of each calendar week or month of occupancy, or at any other time stipulated by the CHM, in the amounts specified in the Registration Certificate. Charges for partial periods of occupancy shall be computed on the basis of 1/7 of the weekly rate or 1/30 of the monthly rate for each day in such periods. Each month shall be considered as having 30 days for purpose of rental computations.

b. **Initial and Recurring Payments**—Occupants shall pay a full period's rent and other fixed occupancy charges at the time of signing the Registration Certificate or prior to actual occupancy of the premises. On the first day of the stipulated rental period next following the date of initial occupancy a partial payment will be due to adjust the payment of charges to the regular rental period.

#### 3. REFUNDS.

a. **Unearned Rent**—If occupancy is terminated at any time other than the last day of the period for which charges have been fully paid, unearned rent, less any amount due the CHM, shall be refunded to the occupant by the CHM provided that the occupant has given the required notice of termination and the unit is accepted by the CHM. Refunds shall be calculated on the basis of 1/7 of the weekly rent times the number of days remaining in the period after the date of termination, or 1/30 of the monthly rent times the number of days remaining in the period after the date of termination. Each month shall be considered as having 30 days for the purpose of refund computation.

b. **Return of Security Deposit**—The security deposit shall be returned in full, subject to OPA regulations, less any deductions required to be applied to unfulfilled obligations of occupants under these Terms or for damages to property in accordance with the list of charges for damages posted in the management office.

#### 4. UTILITIES.

The CHM shall furnish the following utility services included in rent, without additional charge, as indicated in the schedule of maximum utility consumption available at the management office:

In the event the occupant uses such utility services in amounts in excess of the maximum consumption permitted by the CHM, the occupant shall pay for such excess use in accordance with bills submitted to him by the CHM.

#### 5. TERMINATION OF OCCUPANCY.

##### a. By the CHM.

(1) Except as indicated in (3) below, occupancy and use of dwelling units may be terminated at any time by the CHM by giving not less than 15 days (or legal) advance notice in writing, delivered or addressed and mailed to an occupant at his premises.

(2) Without limitation to the following, termination may be effected if, (a) the occupant defaults in the payment of rent and

other charges when due; (b) there is any violation of the Terms; (c) the occupant misrepresents any material fact submitted to the CHM as required under paragraph 7 herein; (d) neither the occupant nor any member of his family is a war worker as defined from time to time by the CHM; (e) in the event that the CHM determines to discontinue occupancy in all or any part of the project, the CHM reserves the right to require an occupant to move from his dwelling unit and these Terms shall be terminated in accordance with the provisions hereof; provided, that if other accommodations suitable to the occupant are available in other parts of the project or in other projects which are to continue in occupancy under the control of the CHM, the CHM may offer the tenant an opportunity to occupy such accommodations at the established charges therefor.

(3) If the CHM terminates occupancy and all rights of the occupant according to (c) or (d) above, it shall have the right without further demand or notice or the institution of any legal proceedings whatsoever, to reenter and take possession of the premises and remove all persons and property therefrom by suitable action.

b. **By the Occupant**—Occupancy and use of any dwelling unit may be terminated at any time by the occupant, by giving 15 days' advance notice in writing in the case of monthly occupancy; or 3 days' advance notice in writing in the case of weekly occupancy; or upon such shorter notice as may be acceptable to the CHM, delivered or addressed and mailed to the management office.

c. Immediately when any termination becomes effective, an occupant must quietly and peaceably remove himself and his family and his property from the premises and surrender possession thereof to the CHM. Upon termination of occupancy, occupants shall quit and surrender the premises, equipment, and furnishing therein in good order and repair, reasonable wear and tear accepted. The CHM shall have the right, without further notice, to sell or otherwise dispose of any personal property abandoned on the premises or in the project by the occupant after the occupant vacates the premises.

#### 6. OCCUPANTS RESPONSIBILITIES.

a. **Aid in Maintenance**—Occupants shall assist and cooperate with the CHM in the care and maintenance of the premises, including grounds, and shall report promptly to the management office any breakage, damage, or need for repair of the dwelling unit, facilities, or equipment therein.

b. **Alterations by Occupants**—Occupants shall make no alterations, changes, repairs, or remodeling of the premises and equipment therein without the prior consent of the CHM.

c. **ENTRY**—The occupant shall permit the duly authorized agent, employee, or representative of the CHM to enter without notice any part of the dwelling unit during reasonable hours for the purpose of making inspections, improvements, or repairs to any part of such dwelling unit.

d. **Transfers or Subletting Units**—Occupants shall not transfer possession, lease, or sublet the premises nor give accommodations to roomers, boarders, or lodgers without the prior approval of the CHM.

e. **Rubbish, Garbage and Waste**—Occupants shall deposit garbage, rubbish, and other waste in a manner prescribed by the CHM and laws and ordinances covering the use of the premises.

f. The occupant shall be responsible for the care and preservation of all CHM-owned movable equipment, furniture and furnishings provided in the dwelling, and may be required to receipt for such of these as, and in the manner, prescribed by the CHM.

#### 7. INFORMATION REQUIRED BY THE CHM.

Occupants shall submit to the CHM, upon request, signed statements setting forth the pertinent facts concerning the occupant's household composition, employment status, and family income. The CHM may re-examine such information periodically for the purpose of determining the right of continued occupancy.

#### 8. REPRESENTATIVES and WAIVERS.

Neither the CHM, the housing managers, agents, or employees of the foregoing have made any representations or promises with respect to any part of the premises or dwelling units other than set forth herein. The failure of the CHM to insist, in any one or more instances, upon the strict observance of any of the Terms shall not be considered as a waiver or relinquishment of such Terms in any other instance, but the same shall continue in full force and effect. The rights and remedies given to the CHM under these Terms are distinct, separate, and cumulate remedies and no one of them, whether exercised or not, shall be deemed to be in exclusion of any of the others.

The CHM reserves the right to make such other rules as may be deemed appropriate or necessary for the safety, care, and cleanliness of the premises, and for securing the comfort and convenience of all occupants.

### Part II.—OTHER

1. **Aerials**—Occupants shall not erect an aerial on the premises without written permission from management, and installation shall be made as prescribed.

2. **Automobile**—Speed limits on project streets shall be observed as designated on project signs. Cars shall be parked only in areas designated by management.

3. **Business**—Occupants shall not pursue any business on the premises without the approval of management.

4. **Fire Hazard**—Occupants shall permit no combustible material to be kept on the premises and shall take every precaution to prevent fires.

5. **Guests**—Guests shall not be permitted to remain an unreasonable length of time (as prescribed by management) and without the prior consent of management.

6. **Heating**—Occupants shall not use any facilities for heating except those provided by the project, without prior written consent of management.

7. **Laundry**—Clothes shall be dried only in those areas designated by management.

8. **Pets**—Occupants shall not keep cats, dogs, or other pets (excluding goldfish, canaries, or the like) on the premises except with the approval of management.

9. **Signs**—Occupants shall display no signs, placards, or banners of any type in or about the premises except with the approval of management.

10. **Soliciting**—Since solicitors or other salesmen are not allowed access to the premises except with permission from management, occupants are requested to notify the manager's office of violation of this rule.

11. **Storage**—Storage of all household or personal property outside of dwelling units shall be in such manner as prescribed by management.

12. **Other**—Occupants shall not shake, clean, or hang any bed-clothes, rugs, mops, dust cloths, etc., from windows, in halls, or on roofs.