

The Turn at River Bend W. Bridgewater, MA

AFFORDABLE HOUSING LOTTERY INFORMATION PACKAGE AND APPLICATION



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The Turn at River Bend, W. Bridgewater AFFORDABLE HOUSING LOTTERY

Development Name: The Turn at River Bend

Location: 322 East Center Street, West Bridgewater

An integral part of the lottery package includes the Frequently Asked Questions section which must be read prior to completing and submitting the application.

A private developer, 322 East Center Street, LLC and officials of the Town of West Bridgewater have collaborated to provide this affordable housing opportunity in accordance with the Department of Housing and Community Developments' Local Initiative Program ("LIP"). There will be a total of 48 apartments consisting of 24 – (1) bedrooms and 24 – (2) bedroom apartments. Of which 6 – (1) bedroom apartments and 6 – (2) bedroom apartments are designated as affordable and rented to tenants with incomes area at or below 80% of the area median income for West Bridgewater. **At this time there are two vacant 1 bedroom units available for new qualified applicants. Those units are B304 and C301.**

West Bridgewater is a small residential town bordering on the City of Brockton, and located at the junction of Routes 24 and 106. This access along with availability of land has resulted in increased commercial, warehouse and industrial activity near the highway in this community which was once primarily agricultural. The town does, however, retain working farms which contribute to its scenic character. This development is nestled close to the River Bend Golf Course which provides breath taking scenery and a peaceful setting.

West Bridgewater has a large section of the southwestern corner of town being covered by its wildlife management area. There are also several other protected areas throughout the town, as well as several parks and a large pond surrounded by a state forest. The Town River also passes through the southern portion of town, branching off into several brooks throughout the town, as does the Salisbury River in the northeast corner of town.

Located at 322 East Center Street, in West Bridgewater, Massachusetts, there will be 4 three story buildings consisting of 12 apartments each

Common area amenities include a central entry with security access. The tenant is responsible for paying electricity, water, sewer and gas separately from the rent.

AFFORDABLE UNIT DESCRIPTION

# of Units	Unit Number	# of Bedrooms	# of Bathrooms	Approximately Square Footage	Rent (does not incl. gas, elec., water, sewer)
2		1	1	882 sq ft	\$1,372.00

*Rents do not change based on income. **This is not subsidized housing.** Tenants are responsible for paying the full amount of rent each month. The rents are set annually using a calculation that determines the "affordable" rent, which is based on the Area Median Incomes for the Brockton Metro of which West Bridgewater is included. Section 8 recipients are encouraged to apply.*

AVAILABILITY OF APPLICATIONS

INFORMATION AND APPLICATIONS ARE AVAILABLE ON THE FOLLOWING WEBSITES:

- MassAccess Accessible/Affordable Housing Registry www.massaccesshousingregistry.org
- Delphic Associates www.DelphicAssociates.com

APPLICATIONS WILL BE AVAILABLE FOR PICK UP AT THE FOLLOWING LOCATIONS:

Town of West Bridgewater
65 N. Main Street
West Bridgewater, MA 02379

West Bridgewater Public Library
80 Howard Street
West Bridgewater, MA 02379

Should you not have access to the internet or transportation to the town hall or to the library to pick up an application, you may call Delphic Associates at 508 994-4100 and an application will be mailed to you.

It is anticipated that there will be more interested and eligible applicants than available apartments. A lottery will be held as further described herein.

Section One

FREQUENTLY ASKED QUESTIONS

Questions & Answers

FREQUENTLY ASKED QUESTIONS FOR HOUSING LOTTERIES

Q. Why is there a Lottery?

A: The Lottery selection process is for use in the typical situation where the number of affordable applicants exceeds the number of affordable units.

Q: Who is eligible to apply for Affordable Units?

A: The lottery is open to anyone that wishes to apply, however, individuals who have a financial interest in the development and their families shall not be eligible.

Q. If I am currently in the process of a separation and plan on being legally divorced can I still apply?

A. If you are currently in the process of a divorce or separation, you must provide proof that the divorce or separation has begun or has been finalized.

Q: I am disabled; will the home be modified based on my disability?

A: Developer, staff and consultants are committed to the intent and the spirit of both **state and federal fair housing laws** in the selection of lottery applicants. They will not discriminate against any protected class in the selection of applicants. Furthermore, the developer has pledged that reasonable accommodations will be taken into consideration for an approved qualified disabled applicant, to adapt the unit for the applicants' particular disability.

Some of the units will be disabled-accessible. All households may apply for the disabled-accessible units but households in need of an accessible unit will get top priority.

Q: Who qualifies for a disabled-accessible (DA) unit?

A: According to *Mass Access: The Accessible Housing Registry*, "units that are barrier-free are accessible to people with disabilities that are wheelchair users, but could also be used by people of different types of disabilities. For example, a person of very short stature, a person with a brain injury or stroke, severe cardiac or respiratory problems, or a person with limited standing, walking, or reaching ability, may use the design features of a wheelchair accessible unit." Verification from a doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may be requested. Proof of receiving Social Security Disability Insurance benefits is also sufficient.

Q: How are disabled-accessible (DA) units awarded?

A: A waiting list will be created for the DA units. The households with the top positions on the list will be given the first opportunity to lease the DA units.

Q: Can households that qualify for a DA unit also apply for a non-DA unit?

A: Yes. However, there is no priority for a disabled applicant for a non-DA unit. Households that qualify for a DA unit will also have positions on the Waiting Lists for non-DA Units. If they reach the top position on a Waiting List for a non-DA unit before they reach the top position for a DA unit, they will have to decide if they want to lease a non-DA unit or wait until they have a top position on a Waiting List for a DA unit.

MAXIMUM INCOME

Q: What is the maximum family income and asset eligibility requirement?

A: There are no asset limitations. To be eligible to rent an affordable unit, annual income and imputed income of .06 from assets of all household members must be below the maximum level as adjusted for family size, as shown on the table below, as determined by HUD. The calculation of income will include an imputation of .06 of the value of total household assets which will be added to a household's income.

B: Households cannot own a home upon move-in. All homes must be sold before leasing a unit.

Maximum allowable household total income for this development cannot exceed:

Household Size	1	2
Max. Income	\$51,800	\$59,200

Generally, on an annualized basis the US Department of Housing and Urban Development (HUD) publishes income guidelines. The applicant will be subject to the published guidelines in effect at the time of their application.

MINIMUM INCOME

The Leasing Office will determine if an applicant has adequate monthly income ratio to cover the rent using the same methodology for applicants applying to their market rate units. The required rent to income ratio is 40%. Applicants may make less than the minimum incomes shown below if they have sufficient savings from which they can draw from, otherwise, applicants will not be found to be eligible for a lease if they make less than the incomes shown below. Applicants who receive a housing subsidy (like Section 8) are not subject to the minimum income requirements but, like all other applicants, will also have to pass reviews on credit scores, tenant history, and criminal background checks. Again, these minimum incomes are not required by the affordable housing program, they are just estimations of minimum incomes required by the leasing office.

	Approximate Minimum Income Limit for
Unit Size	households without a housing subsidy
1BR	\$41,160

ALLOWABLE ASSETS

There is no asset limit for applying households for this development. However, .06 of assets will be imputed as income. Household Assets are calculated at the time of application. Assets may include cash, cash in savings and checking accounts, net cash value of stocks, net cash value of retirement accounts (such as 401k), real property, bonds, and capital investments.

If any household member currently owns property, the total amount of equity after the sale of their current home shall be added to their total value of assets. Personal property (such as cars, clothing, furniture) is not counted as an asset.

Example: A household has \$15,000 in savings, \$20,000 in a retirement account (\$13,000 net cash value) and a home assessed at \$250,000 on which they currently have \$220,000 remaining on the mortgage (\$30,000 in equity).

Their assets total is: \$15,000 + \$13,000 + \$30,000 = \$58,000

Imputed Income is: .06 of \$58,000 = \$3,480

DEFINITION OF ASSETS

The value of necessary items of personal property, such as furniture or automobiles shall be excluded. Determination of assets shall be based upon a full and fair present cash value of the asset at the time of application to the program. If a potential renter divests himself or herself of an asset for less than full and fair present cash value of the asset within two years prior to application, the full and fair cash value of the asset at the time of its disposition must be declared and shall be included for purposes of calculating eligibility.

Household Assets include the following:

1. Cash held in savings and checking accounts, safe deposit boxes, homes, etc: For savings accounts, use the current balance. For checking accounts, use the average balance for the last six months. Assets held in foreign countries are considered assets.

2. Revocable trusts: The cash value of any revocable trust available to the applicant.

3. Equity in rental property or other capital investments: The current fair market value less (a) any unpaid balance on any loans secured by the property and (b) reasonable costs that would be incurred in selling the asset (e.g., penalties, broker fees, etc.).

4. Stocks, bonds, Treasury bills, certificates of deposit, mutual funds, and money market accounts: The value of stocks and other assets vary from one day to another and should be determined within a reasonable time in advance of the applicant's submission of an application to participate in the subject housing program.

5. Individual retirement, 401K, and Keogh accounts: When the holder has access to the funds, even though a penalty may be assessed. If the applicant is making occasional withdrawals from the account, determine the amount of the asset by using the average balance for the previous six months. (Do not count withdrawals as income.) You need to include the *net cash value* of all your current retirement funds. We realize that most retirement funds assess large penalties for early withdrawal but this does not technically mean that you "cannot" withdraw your funds. The post-penalty amount is what you need to provide along with supporting documentation.

6. Retirement and pension funds.

a) While the person is employed: Amounts the applicant can withdraw without retiring or terminating employment. Count the whole amount less any penalties or transaction costs.

b) At retirement, termination of employment, or withdrawal: Periodic receipts from pension and retirement funds are counted as income. Lump-sum receipts from pension and retirement funds are counted as assets. Count the amount as an asset or as income, as provided below. If benefits will be received in a lump sum, include the lump-sum receipt in net household assets. If benefits will be received through periodic payments, include the benefits in annual income. Do not count any remaining amounts in the account as an asset.

If the applicant initially receives a lump-sum benefit followed by periodic payments, count the lump-sum benefit as an asset as provided in the example below and treat the periodic payment as income. In subsequent years, count only the periodic payment as income. Do not count the remaining amount as an asset.

NOTE: This paragraph assumes that the lump-sum receipt is a one-time receipt and that it does not represent delayed periodic payments. However, in situations in which a lump-sum payment does represent delayed periodic payments, then the amount would be considered as income and not an asset.

7. Cash value of life insurance policies available to the applicant before death (e.g., the surrender value of a whole life policy or a universal life policy): It would not include a value for term insurance, which has no cash value to the applicant before death.

8. Personal property held as an investment: Gems, jewelry, coin collections, or antique cars held as an investment. Personal jewelry is NOT considered an asset.

9. Lump-sum receipts or one-time receipts: Inheritances, capital gains, one-time lottery winnings, victim's restitution, settlements on insurance claims (including health and accident insurance, worker's compensation, and personal or property losses), and any other amounts that are not intended as periodic payments.

10. A mortgage or deed of trust held by an applicant: Payments on this type of asset are often received as one combined payment of principal and interest with the interest portion counted as income from the asset. This combined figure needs to be separated into the principal and interest portions of the payment. (This can be done by referring to an amortization schedule that relates to the specific term and interest rate of the mortgage.)

To count the actual income for this asset, use the interest portion due, based on the amortization schedule, for the 12-month period following the certification. To count the imputed income for this asset, determine the asset value at the end of the 12-month period following the certification.

Household Assets DO NOT include the following:

- Personal property (clothing, furniture, cars, wedding ring, other jewelry that is not held as an investment, vehicles specially equipped for persons with disabilities).
- Interests in Indian trust land.
- Term life insurance policies (i.e., where there is no cash value).
- Equity in the cooperative home in which the applicant lives.
- Assets that are part of an active business: "Business" does NOT include rental of properties that are held as investments unless such properties are the applicant's main occupation.
- Assets that are NOT effectively owned by the applicant: Assets are not effectively owned when they are held in an individual's name, but (a) the assets and any income they earn accrue to the benefit of someone else who is not the applicant, and (b) that other person is responsible for income taxes incurred on income generated by the assets.

Q: How do you determine household income?

- A:** The Lottery Agent will project a household's income over the next 12 months based on their current income and assets. In an effort to provide as accurate an income estimation as possible, the Lottery Agent will also review historical income data to provide a basis for future income estimates.

All sources of income are counted for all household members ages 18 or older with the exception of full time students. Any monies you anticipate receiving in the next 12 months will be counted as income and monies received over the previous 6 months will be analyzed to help estimate future income. This includes, but is not limited to, Social Security, alimony, child support, overtime pay, bonuses, unemployment, severance pay, part-time employment, matured bonds, monies to be received in court settlements and imputed interest and dividends on bank accounts and other assets. It will be assumed that all applicants will continue to receive any monies they have received over the past 12 months unless supporting documentation proves otherwise. Additionally, 1% of the value of total household assets will be added to a household's income.

Q: What constitutes a household?

- A:** A household constitutes the number of persons who plan to reside the unit regardless of marital status. Gross income from all household members over the age of 18 (except for full time students) shall be considered in determining compliance with income eligibility requirements.

Q: I am expecting a child do I add the child to our household size?

- A:** You must submit documentation from your Obstetrician/Gynecologist or adoption Agency stating you are expecting a child. This will determine if the child can be included in the household size.

Q. Is there any preference or priorities for any applicants?

Within an applicant pool, first preference shall be given to larger households requiring the total number of bedrooms in the unit based on the following criteria:

1. Units accessible or adaptable for occupancy by disabled persons, will be given first preference (regardless of the applicant pool) for those units shall be given to such disabled persons, including single person households, in conformity with state and federal civil rights laws.
2. There is at least one occupant per bedroom.
3. A husband and wife, or those in a similar living arrangement, shall be required to share a bedroom. Other household members may share but shall not be required to share a bedroom.
4. A person described in the first sentence of shall not be required to share a bedroom if a consequence of sharing would be a severe adverse impact on his or her mental or physical health and the lottery agent receives reliable medical documentation as to such impact of sharing.

Based upon the above criteria set forth in the DHCD Guidelines, priority will be given to the following household sizes and will be considered "appropriate" for the unit:

Appropriate for a 1-Bedroom Unit

1 or 2 persons in the household

Household size shall not exceed, nor may maximum allowable household size be more restrictive than, the State Sanitary Code requirements for occupancy of a unit.

Q. How will applicants for the affordable units be selected?

Only complete applications will be entered into the lottery.

A: Each applicant shall be assigned a confirmation code once all required information is received. Those confirmation codes are placed in each lottery pool (family size) in which they qualify.

Late applications will not be considered for the lottery. NO EXCEPTIONS. Applicants will be ranked according to their lottery number drawn in each category.

After the lottery, the highest ranked participants will be screened for any additional information required and verified priority, and upon approval of eligibility by DHCD will be invited to enter into a lease agreement. Affordable units will be offered among the highest-ranking applicants who are found to be eligible and qualified. Applicants shall not be allowed to pick the style or location of the unit. They shall simply be offered to purchase the next affordable unit.

Q: Do I have to be a resident of the Town to apply?

A: No. All households that meet the income guidelines specified above may apply for an affordable unit.

Q. When will the affordable unit be available for occupancy?

A. The minimum rate of construction of the affordable unit is based on the comprehensive permit. Typically, the ratio is 1 Affordable Unit for every 3 Market Rate Units built. Generally, the minimum rate at which the affordable homes will be built is at a percentage of all of the homes under construction as determined by the comprehensive permit issued by the Zoning Board of Appeals. The developer has the option of accelerating this ratio.

Q. I “won” the lottery do I automatically get a unit?

A: No. Because you rank high in the lottery process does not mean that you automatically “win” an apartment. It means, that should the leasing office approve your application, after credit and background checks have been completed, you have won the opportunity to rent a unit. You must still meet all program eligibility requirements. If you meet the eligibility requirements but are unable to meet the leasing requirements, you will lose the opportunity to rent the unit. *(See Leasing Information on Page 14 for more information.)*

Q. I did not receive a high ranking in the lottery process will I be able to rent a unit?

A: Many times there is a movement on the ranking list. Applicants who received a high lottery ranking may have withdrawn their application or may not be able to go forward for a variety of reasons. From time to time applicants can inquire of their status on the lottery list.

If there is an insufficient number of qualified applicants after all lottery lists have been exhausted, then, applications will be received on a “Rolling Basis” and units will be rented to qualified applicants on a first come first serve basis (“FCFS”).

Q. Once I am entered into the lottery drawing will additional documents be required.

A: Not for eligibility into the lottery drawing.

Q: If I cannot qualify for a Lease based on my own income or credit history, can I have a co-signer on my Lease?

A: No. Only people who will live in the unit can sign the lease and must be able

to meet the income qualifications on their own. Guarantors are not allowed.

Q: What is the process for lease renewals?

A: For rental developments, annual monitoring and re-certification is required to ensure that tenants continue to meet income limits. *(See page 14 for more details)*

As a current resident only, you are considered income eligible for an affordable unit as long as your household earns an income that does not exceed 140% of the current applicable income limit for a household of your size. Additionally, the rents change yearly based on changes in Area Median Income and Local Utility Allowances.

Q: How long can I lease my affordable unit?

A: Annually, you must be certified to be income eligible for an affordable unit as long as your household earns an income that does not exceed 140% of the maximum allowable income at the time of annual determination of eligibility.

If a household's income exceeds the maximum allowable income at the time of their renewal, their unit shall still remain affordable until the next available market rate unit with the same or greater number of bedrooms is rented at an affordable price. Once this market rate apartment becomes newly deemed as affordable, the apartment that was previously deemed affordable can subsequently be rented at market rates. The household with earnings exceeding the maximum allowable income limit for current tenants can choose to stay in their apartment, yet would then have to pay the market rate rent.

The Regulatory Agreement recorded in Book 45624, Page 126 at the Plymouth County Registry of Deeds, states that "If, after the initial occupancy, the income of a tenant of an Affordable Unit increases and, as a result of such increase, exceeds the maximum income permitted hereunder for such a tenant the developer shall not be in default hereunder so long as the developer rents the next available unit in the development as an Affordable Unit in conformance with Section 3(a) of this Agreement, or otherwise demonstrates compliance with Section 3(a) of the Regulatory Agreement."

Q: Will my rent increase each year, and if so, by how much?

A: Rents may increase a few percentage points if Brockton Area Median Income increases or the costs of utilities increases.

Q. What if my understanding of the English language is limited?

A. Delphic and the developer are committed to broadening access for persons with limited English proficiency (LEP) as a general Fair Housing principal.

Delphic Associates LLC and the developer have the capacity to address matters relating to limited English proficiency (LEP). This capacity includes language access planning and providing reasonable language assistance, at no cost to the applicant.

Persons who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English can be considered a LEP person. The developer, shall upon request, make reasonable accommodations, at no cost to the applicant to assist an LEP applicant of their understanding of important vital documents including but not limited to:

- Application materials
- Consent documents
- Notices concerning program eligibility
- Lease materials
- Other compulsory program materials

LEASING INFORMATION

LOTTERY NOTIFICATION AND LEASING OFFICE REVIEW

Top eligible households from the lottery will be notified and within 5 days must go to the Leasing Office and complete a Lease Application. Failure to complete a Lease Application will result in the removal of their Application. The Lease Application review will be the same review that applicants for market-rate apartments undergo, where factors such as Employment history, Credit score/reports, Former lease history, Criminal Background Screening and sufficient income are considered. Co-signers and/or guarantors are not allowed. Background checks will meet DHCD's Model Policy Regarding Applicant Screening on the Basis of Criminal Records.

LEASE SIGNING, UNIT SELECTION AND MOVE-IN

If a household is found to be Lease eligible by the Leasing Office, they will have 72 hours to put down a \$125 deposit on an apartment. If they do not put down a deposit within 72 hours of being found lease eligible, they will be removed from the list and will no longer be able to immediately lease a unit.

The deposit will be \$125 for all households. This deposit will be used towards the first months rent. All households, including Section 8 voucher holders, need to provide this deposit. This deposit will be applied toward the first months rent and when the applicant moves into their unit, the balance of their first month's rent is due. Upon move-in, the eligible resident pays the entire remaining balance.

YEARLY ELIGIBILITY AND RENT REVIEW

Approximately 90 days before lease renewal, tenants of affordable units will need to submit updated income and asset documentation to the Leasing Office so they can ensure continued eligibility under the affordable housing guidelines. **It is the tenants responsibility to submit all documents needed for yearly eligibility no less than 90 days prior to renewal. Tenants will not be able to renew Leases until all required documentation has been submitted and a yearly review has been completed to determine continued eligibility.** Records of taxes, pay-stubs, bank statements and asset statements should be maintained while living in the affordable unit

Please note, all income and asset documentation must be at least 1 month current at the time of move-in. If an applicant's file will be out of date by the move-in date, a second review of eligibility will need to be done and all documentation in the file will need to be updated.

APPLICATION DEADLINE

December 3, 2019, 5 pm

WE RECOMMEND SUBMITTING APPLICATIONS AS EARLY AS POSSIBLE. DO NOT WAIT UNTIL THE DEADLINE TO MAIL IN YOUR APPLICATION. To ensure your application is received, we recommend mailing applications via certified mail prior to the due date of **December 3, 2019**. We are not responsible for lost or late applications.

*Delphic Associates LLC
651 Orchard Street-Suite 308
New Bedford, MA 02744
RE: The Turn at River Bend*

Only complete applications will be entered into the lottery. Late applications will not be considered for the lottery. NO EXCEPTIONS!

PUBLIC Q&A WORKSHOP

November 5, 2019 at 6pm

Town of West Bridgewater
65 N. Main Street
West Bridgewater, MA 02379

A representative from Delphic Associates and the developer will be available to answer any questions about the eligibility requirements, priorities for selection and the lottery process.

Applicants are encouraged to attend the informational workshop and the lottery drawing.

The Lottery Agent will be reviewing income and asset information for final eligibility approval.

LOTTERY DRAWING

December 11, 2019 at 6pm

Town of West Bridgewater
65 N. Main Street
West Bridgewater, MA 02379

Each applicant shall be assigned a confirmation code once all required information is received which will be used for the drawing. Those confirmation codes are placed in each lottery pool (family size) in which they qualify. Applicants will be ranked according to their lottery number drawn in each category.

All applicants will be notified of the lottery results within a few business days after the lottery drawing.

After the lottery, the highest ranked participants will be subject to a lease application review as discussed on *page 14* by the leasing office. Upon approval of the leasing office, applicants will be invited to enter into a rental agreement. Applicants shall not be allowed to pick the style or location of the unit. They shall be offered to rent the next affordable unit.

Section Two

AFFORDABLE HOUSING LOTTERY APPLICATION



**The Turn at River Bend
W. Bridgewater, MA
AFFORDABLE HOUSING LOTTERY APPLICATION**

Date: _____

Name	Home Phone ()
Address	Cell Phone ()
Address	Work Phone ()
	Email Address

Number of Household Members (circle one): 1 2 3 4 5 6 7 8

Complete the following section for *each* Household Member

	Applicant	Member #2	Member #3	Member #4
Name				
Age				
D.O.B.				
Employer				
School Name				
Relationship				
	Member #5	Member #6	Member #7	Member #8
Name				
Age				
D.O.B.				
Employer				
School Name				
Relationship				

The developer, staff and consultants are committed to the intent and spirit of both state and federal fair housing laws in the selection of lottery applicants. They will not knowingly discriminate against any protected class in the selection of applicants.

Please list the address of any home, land or property that **any household member has owned or had joint interest in** the past three years. Please include a copy of the Deed and HUD Settlement Statement for each property.

Property #1 Address _____

Property #2 Address _____

Please explain why you do not own this property anymore:

MINORITY STATUS: This is an optional section that you may complete to assist in meeting Affirmative Marketing Goals.

	Applicant	Co-Applicant	Dependent	Dependent
Black	_____	_____	_____	_____
Hispanic or Latino	_____	_____	_____	_____
Asian	_____	_____	_____	_____
Pacific Islander	_____	_____	_____	_____
Native Hawaiian	_____	_____	_____	_____
Native American	_____	_____	_____	_____
Alaska Native	_____	_____	_____	_____
Other (non white)	_____	_____	_____	_____

MARKETING INFORMATION:

(Write your answer in the space provided and please be as specific as possible)

How did you find out about this affordable housing opportunity?

Have you or will you apply to other housing lotteries? (Circle one)

YES

NO

Please list the names of the developments and their location for which you are applying for.

DISABLED-ACCESSIBLE PREFERENCE OR REASONABLE ACCOMMODATIONS:

This is defined as persons with a physical or mental disability that meet standards established by the Department of Housing and Community Development and state laws for disabled housing.

Please provide verification from a doctor or other medical professional, a peer support group, a non-medical service agency or a reliable third party who is in the position to know about the individual's disability. Evidence of Social Security Disability Insurance benefits is acceptable.

Circle the appropriate answers for the following questions:

Are you, or any member of your household, in need of an accessible unit? YES NO

Does any member of the household need to use an alternative way to communicate with us? YES NO

If yes, please explain: _____

INCOME AND ASSET INFORMATION:

Please complete the following section listing income for ALL household members including children. Include the most recent statements for each account and all other supporting documentation.

Type of Acct. or Income	Name:			Type of Acct. or Income	Name:		
	Acct. Number	Balance	Amt. Pd. Monthly		Acct. Number	Balance	Amt. Pd. Monthly
Checking				Checking			
Savings				Savings			
Unemployment				Unemployment			
Worker's Comp.				Worker's Comp.			
Social Security				Social Security			
SS Disability				SS Disability			
Alimony				Alimony			
Child Support				Child Support			
Type of Acct. or Income	Name:			Type of Acct. or Income	Name:		
	Acct. Number	Balance	Amt. Pd. Monthly		Acct. Number	Balance	Amt. Pd. Monthly
Checking				Checking			
Savings				Savings			
Unemployment				Unemployment			
Worker's Comp.				Worker's Comp.			
Social Security				Social Security			
SS Disability				SS Disability			
Alimony				Alimony			
Child Support				Child Support			

If you need additional space, please use a separate piece of paper.

EMPLOYMENT INFORMATION:

Name: _____	Name: _____
Occupation: _____	Occupation: _____
Employer Name: _____	Employer Name: _____
Employer Address: _____	Employer Address: _____
Employer Phone: _____	Employer Phone: _____
Employer Email: _____	Employer Email: _____
Supervisor's Name: _____	Supervisor's Name: _____
Date of Hire: _____	Date of Hire: _____
Hourly Wage: _____	Hourly Wage: _____
Average Weekly Tips: _____	Average Weekly Tips: _____
Hours per Week: _____	Hours per Week: _____
Weekly Gross Amount: _____	Weekly Gross Amount: _____
Annual Salary: _____	Annual Salary: _____
Avg. Gross Last 4 wks x 52: _____	Avg. Gross Last 4 wks x 52: _____

If Applicant or Co-Applicant has more than one (1) job or other adult household members over the age of 18 that are employed, please attach a separate sheet of employment information.

In addition to the above, please attach all income documentation including:

Five (5) most recent pay stubs

State & Federal tax returns last 3 years

Pre approval from lender

Social security documentation

W-2's last 3 years

*Checking accounts 3 months

Pension documentation

Child support & Alimony docs

* Savings accounts 3 months

**All financial documents must show account holders name and address*

ASSET INFORMATION:

Include but not limited to stocks, bonds, retirement accounts such as 401K, Keogh, etc. For a comprehensive explanation, please refer to the section of the application title "Frequently Asked Questions".

- **STOCKS, BONDS & CD'S:** Applicant must list the average value and provide documentation such as bank account numbers and value.

Do you have any stocks, bonds or CD's? (Circle one)

YES

NO

If yes, list value \$_____ and enclose the last three quarterly portfolio statements.

- **RETIREMENT, 401K AND KEOUGH ACCTS:**

Do you have any of these accounts? (Circle one)

YES

NO

If yes, are you employed or retired? _____

Are you making occasional withdrawals? (Circle one)

YES

NO

If yes, how much are you receiving per month? \$ _____

What is the total value of all accounts? \$ _____ *Enclose last 3 quarterly statements.*

SECTION 8:

Do you currently have a Section 8 Voucher from a Housing Authority? (Circle one)

YES

NO

If yes, which agency issued your voucher or subsidy? _____

ANTICIPATED CHANGES IN INCOME:

Are you expecting a change in any household members income in the next 12 months? (Circle one) YES NO

If yes, please explain. _____

REAL ESTATE:

You may currently own property but it must be sold before your move-in date.

Are you, or anyone on this application, entitled to receive any amount of money from the sale of ANY property currently owned or through an upcoming court settlement? (Circle one) YES NO

If yes, please explain. _____

For property you plan on selling you must submit all of the following:

- Attach a copy of a broker's opinion of the property
- Attach a statement from your lender showing your current balance on your mortgage or outstanding loans

RENTER CERTIFICATION

Initial

_____ I/We certify that I/We have read the entire lottery package including the Frequently asked Questions.

_____ I/We certify that our household is _____ persons; and that our household income does not exceed the income limits provided in the Lottery Information Packet.

_____ I/We certify that I/We meet the Minimum Income criteria as stated within this lottery package.

_____ I/We certify that Lottery Agent or any other employee shall not be held liable for any decisions made pertaining to the applicants' eligibility or their application.

_____ Information missing from the application, including, but not limited to the following could be considered an incomplete application, thus being ineligible for the lottery.

- Income documentation

_____ We understand that the **initial determination of eligibility** (for entry into the lottery) in no way guarantees that we are eligible to rent one of the affordable units. Final eligibility will be determined by DHCD after the lottery has been completed.

_____ I/We understand that if selected I/we will be offered a specific unit. I/we will have the option to accept the available unit, or to reject the available unit. If I/we reject the available unit I/we will move to the bottom of the waiting list and may not have another opportunity to rent at this development.

_____ Program requirements and guidelines are established by the Department of Housing and Community ("DHCD") in accordance with 760 CMR 56.00 and the guidelines. I/We agree to be bound by whatever program changes that may be imposed at any time throughout the process.

_____ I/we certify that no member of our family has a financial interest in this development.

_____ I/We have completed an application and have reviewed and understand the process that will be utilized in selecting eligible applicants. I/We am qualified based upon the program guidelines and agree to comply with applicable regulations.

_____ I/We certify that the information in this application and in support of this application is true and correct to the best of my/our knowledge and belief under full penalty of perjury. I/We understand that perjury will result in disqualification from further consideration.

APPLICANT SIGNATURE

DATE

CO-APPLICANT SIGNATURE

DATE

AUTHORIZATION TO RELEASE

I/We hereby authorize the Developer, DHCD and the Lottery Agent to inquire of credit agencies, employers and banking institutions to allow and assist them to determine my/our determination of eligibility of an affordable unit.

This authorization includes all application information including, but not limited to credit reports, former lease history, criminal background and employment history.

APPLICANT SIGNATURE

DATE

CO-APPLICANT SIGNATURE

DATE

CHECK LIST

DID YOU REMEMBER TO ENCLOSE THE FOLLOWING:

Your application may not be considered complete without the following documents. Incomplete or ineligible applications will not be entered into the lottery.

- ☐ Completed and signed application
- ☐ 5 most recent pay stubs
- ☐ Most recent State and Federal tax returns
- ☐ Most recent W-2
- ☐ Any additional income documentation such as but not limited to social security, pension, and alimony.
- ☐ All asset information including most recent checking and savings account bank statements, evidence of the value of CDs, brokerage statements, etc.
- ☐ Narrative stating applicant's history for last 2 years including work, and information such as marriage, divorce and personal information you may want us to know. (attach to application)
- ☐ Child support documentation
- ☐ Divorce Decree (If applicable)

*All financial documents must show the account holders name, address and account number. **All pages** of banking statements must be submitted.

Here's a Tip for you! It is always best to send in your application and documentation a few weeks earlier than the due date to allow yourself time to obtain additional or missing information if it is needed.

All applications must be received **BY MAIL RETURN RECEIPT or HAND DELIVERED** no later than **December 3, 2019**. It is recommended that the application be submitted as soon as possible and should be mailed in sufficient time to arrive no later than the due date, preferably one week early. Late and incomplete applications received after the due date of **December 3, 2019** will not be accepted under any circumstances.

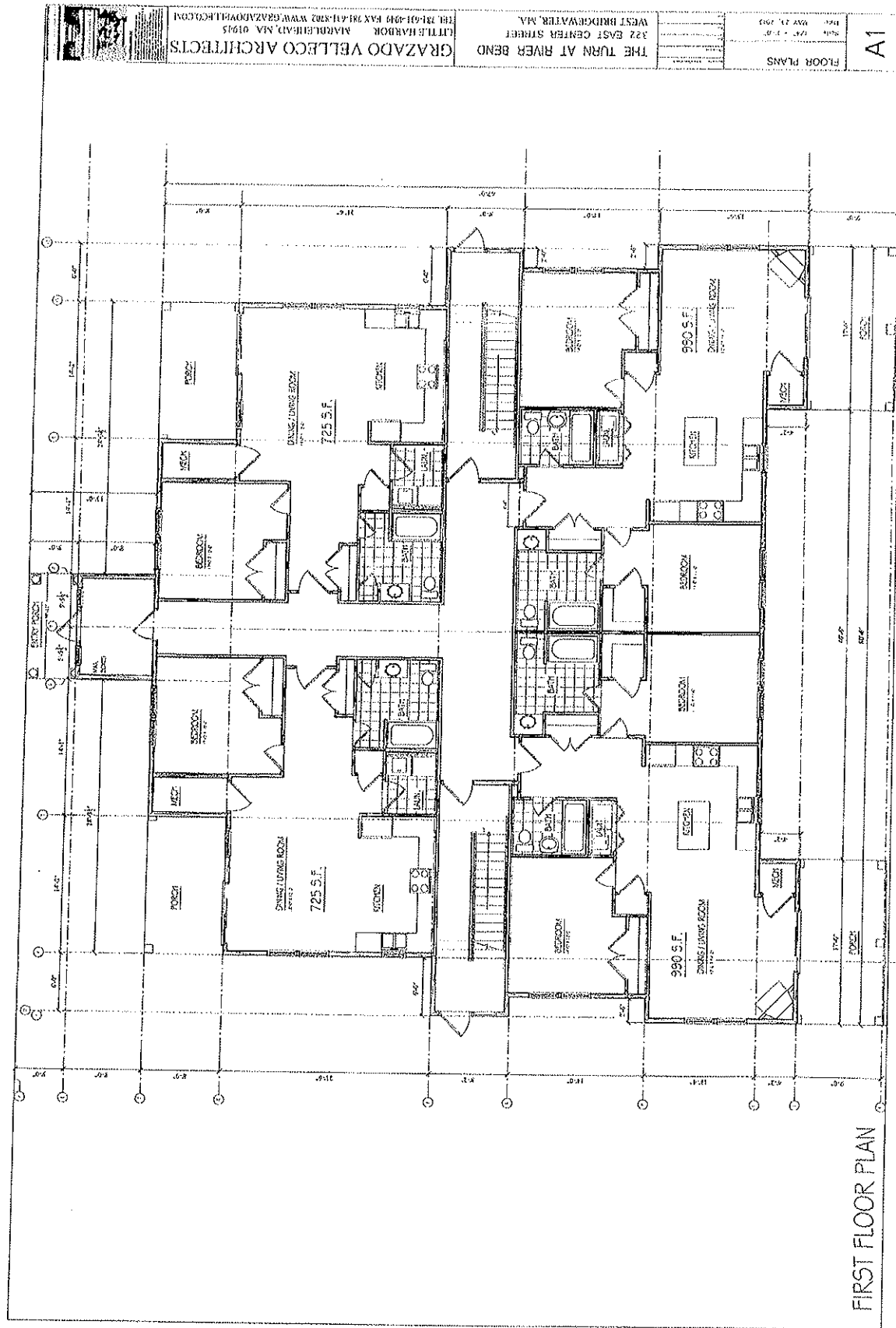
In order to obtain proof of delivery, we suggest that you mail your application and supporting documentation "Certified Return Receipt" or if hand delivered with a request of proof of delivery to:

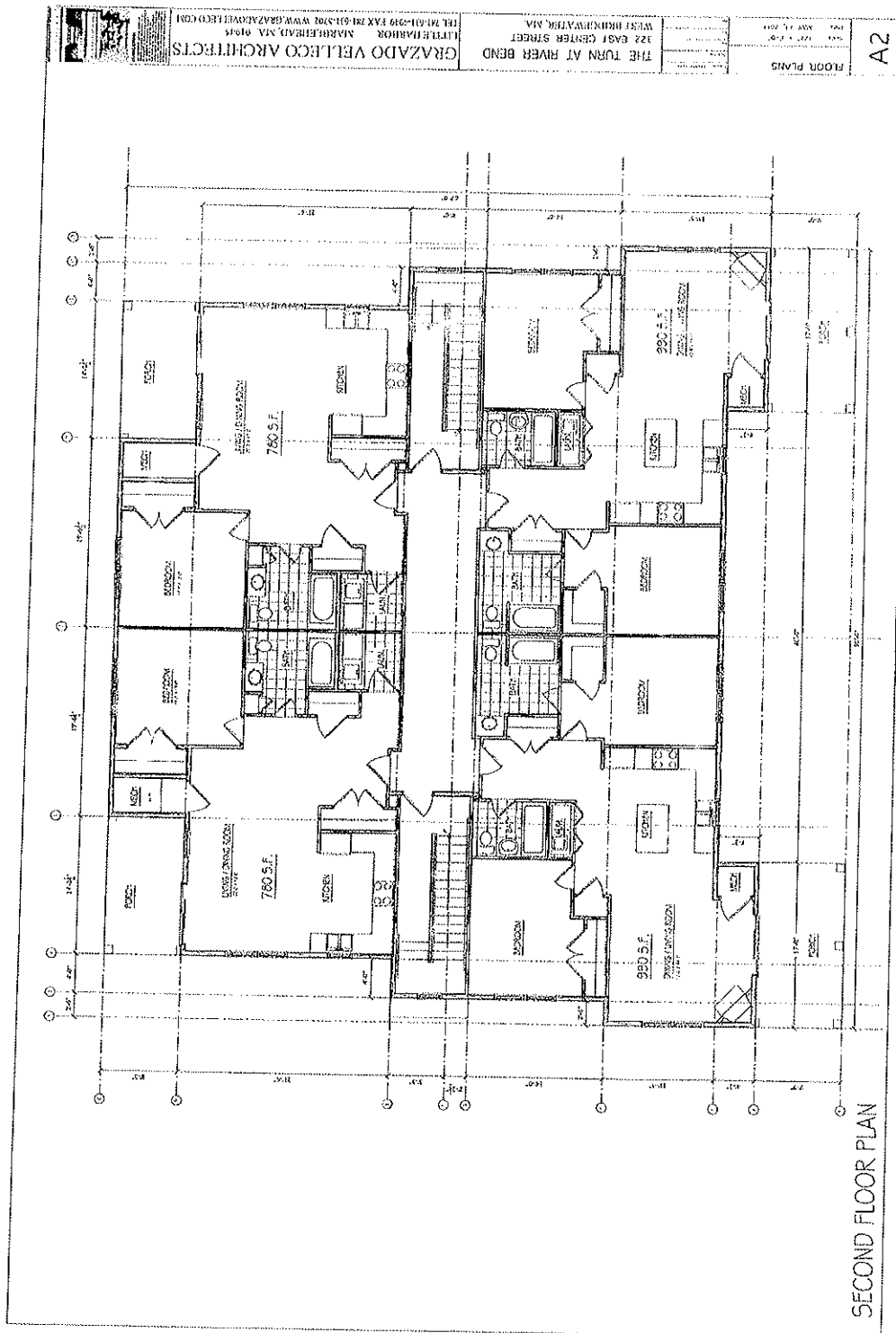
**Delphic Associates, LLC
651 Orchard Street - Suite 308
New Bedford, MA 02744
REF: The Turn at River Bend**

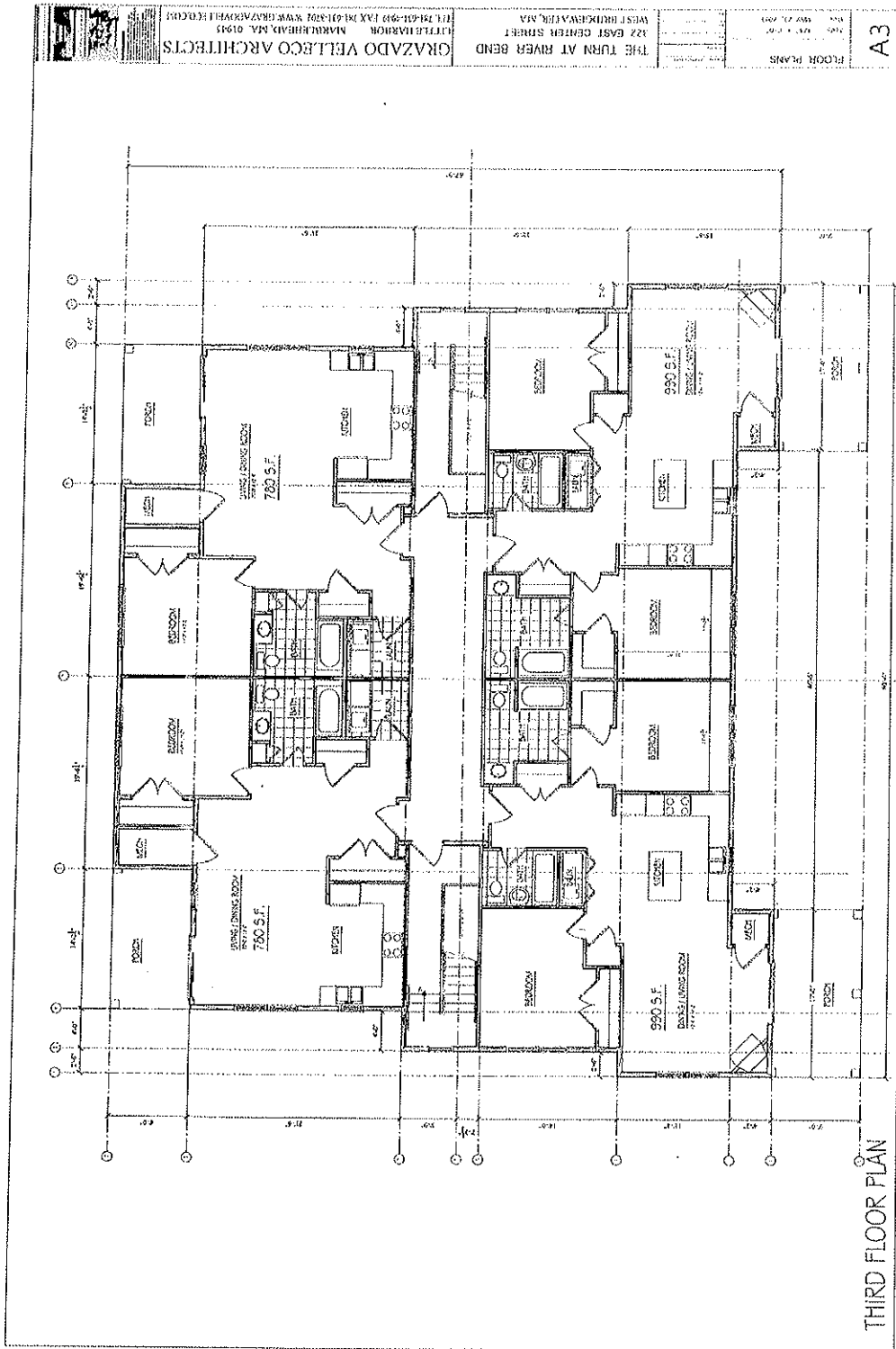
A "Certified Return Receipt" or proof of hand delivery will provide you proof of when your application was received. We are not responsible for lost or late applications.

Section Three

FLOOR PLANS AND ELEVATIONS





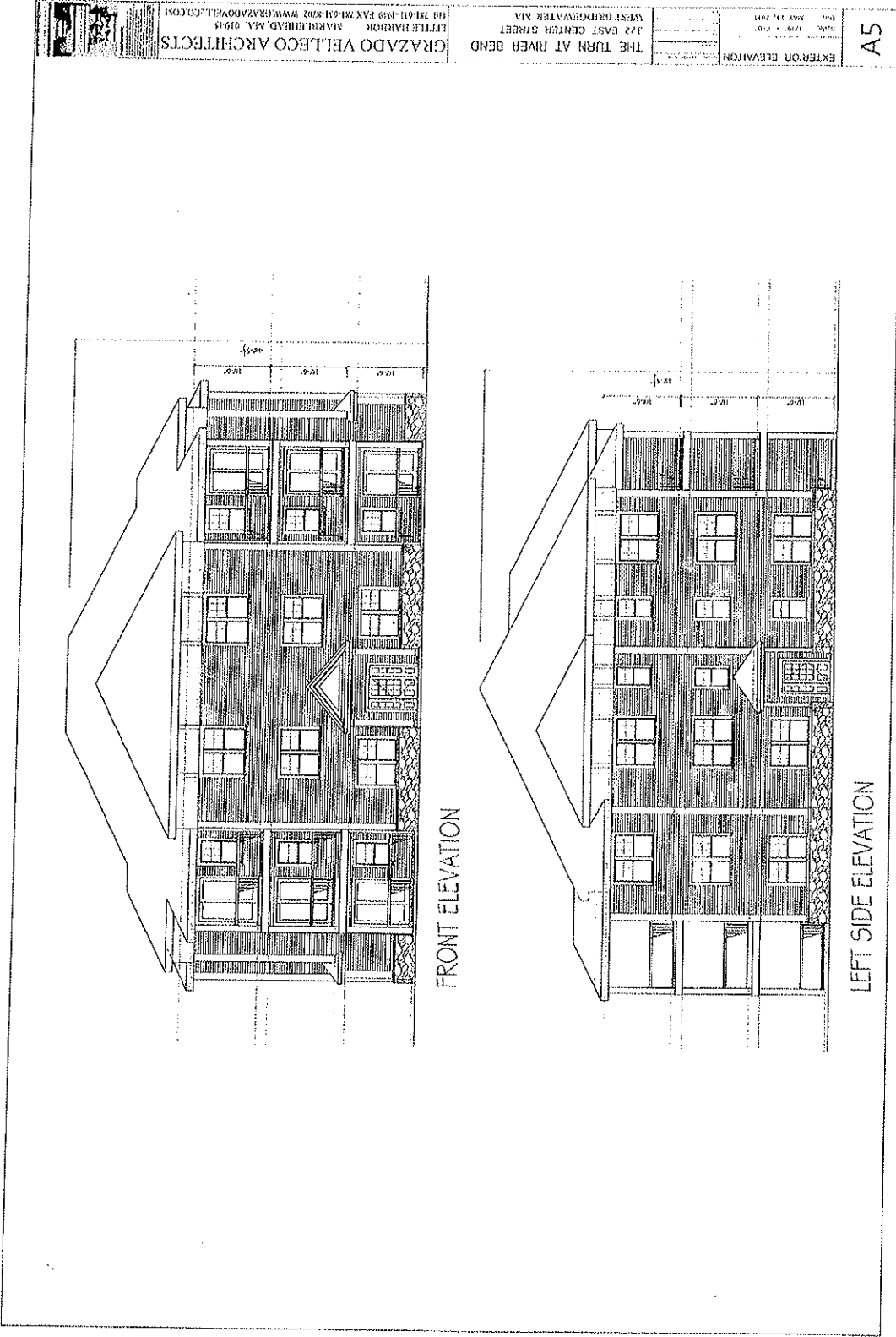


A3

FLOOR PLANS

THE TURN AT RIVER BEND
322 EAST CENTER STREET
WEST BRIDGEWATER, MA

GRAZADO VELLECO ARCHITECTS
LITTLE HARBOR
MAINEHEAD, MA 01945
TEL: 781-641-9919 FAX: 781-641-9921 WWW.GRAZADOVELLECO.COM



A5

EXTERIOR ELEVATION

THE TURN AT RIVER BEND
322 EAST CENTER STREET
WEST BRIDGEWATER, MA
01880

GRAZADO VELLECO ARCHITECTS
LITTLE HARBOR
322 EAST CENTER STREET
WEST BRIDGEWATER, MA 01880
TEL: 781-631-1900 FAX: 781-631-1902 WWW.GRAZADOVELLECO.COM

STANDARD FORM APARTMENT LEASE (FIXED TERM)

Date: _____

Name: _____ Address: _____

City/State/Zip: _____ Phone Number: _____

Lessor, hereby leases to (Name) _____

(Address/City/State/Zip) _____ (Phone Number) _____

Lessee, who hereby hires the following premises, viz (Apartment/State) _____

at (Street or Address) _____ MA (Zip) _____ (consisting of) _____

for the term of _____ beginning _____

and terminating on _____ The rent to be paid by the Lessee for the leased premises shall be as follows:

RENT:**TENANT:**

This section governs rent payments. In some cases, rent payments may increase during the lease term. Please be sure that you carefully read and understand this section. Please initial here when you are certain that you understand and agree with this section.

Lessee's Initials: _____

A: The term rent shall be \$ _____ payable, except as herein otherwise provided, in installments of \$ _____ on the _____ day of every month, in advance, so long as this lease is in force and effect;

B: However, if in any tax year commencing with the fiscal year _____ the real estate taxes on the land and buildings, of which the leased premises are a part, are in excess of the amount of the real estate taxes thereon for the fiscal year _____, (herein called the "Base Year", and being the most recent year in which the Lessor has actually received a real estate tax bill for the leased premises) Lessee will pay to Lessor as additional rent hereunder, when and as designated by notice in writing by Lessor, _____ per cent of such excess that may occur in each year of the term of this Lease or any extension or renewal thereof and proportionately for any part of a fiscal year. The Lessor represents to the Lessee that the term rent set forth in the immediately preceding paragraph (A) does not reflect any real estate tax increase subsequent to the said Base Year. Notwithstanding anything contained herein to the contrary, the Lessee shall be obligated to pay only that proportion of such increased tax as the unit leased him bears to the whole of the real estate so taxed, and if the Lessor obtains an abatement of the real estate tax levied on the whole of the real estate of which the unit leased by Lessee is a part, a proportionate share of such abatement, less reasonable attorney's fees, if any, shall be refunded to said Lessee.

LESSOR AND LESSEE FURTHER COVENANT AND AGREE:

- 1) **MAINTENANCE-** For maintenance, if other than lessor, contact:

Name: _____ Phone Number: _____

Address: _____ City/State/Zip: _____

- 2) **ADDITIONAL PROVISIONS -**

3. **Heat and Other Utilities** The Lessee shall pay, as they become due, all bills for electricity and other utilities, whether they are used for furnishing heat or other purposes, that are furnished to the leased premises and presently separately metered, as well as for fuel oil kept in a separate tank which serves only the leased premises. The Lessor agrees to furnish reasonably hot and cold water and reasonable heat during the regular heating season (except to the extent supplied through utilities metered to the leased premises or fuel oil kept in a separate tank as stated above), but the failure of the Lessor to provide any of the foregoing items to any specific degree, quantity, quality, or character due to any causes beyond the reasonable control of the Lessor, such as accident, restriction by City, State or Federal regulations, or during necessary repairs to the apparatus shall not (subject to applicable law) form a basis of any claim for damages against the Lessor. If legally permitted, utility meters may consist of submeters installed to allocate charges incurred by the Lessor. Payment by the Lessee for water and sewer service is subject to the provisions of the attached Water and Sewer Submetering Addendum.
- TENANT:**
This section governs utility payments. Be sure to discuss with the Lessor those payments which will be required of you for this apartment.
4. **Attached Forms** The forms, if any, attached hereto are incorporated herein by reference.
5. **Care Of Premises** The Lessee shall not paint, decorate or otherwise embellish and/or change and shall not make nor suffer any additions or alterations to be made in or to the leased premises without the prior written consent of the Lessor, nor make nor suffer any strip or waste, nor suffer the heat or water to be wasted, and at the termination of this lease shall deliver up the leased premises and all property belonging to the Lessor in good, clean and tenantable order and condition, reasonable wear and tear excepted. No washing machine, air-conditioning unit, space heater, clothes dryer, television or other appliances, or other like equipment shall be installed without the prior written consent of the Lessor. No waterbeds shall be permitted in the leased premises.
6. **Cleanliness** The Lessee shall maintain the leased premises in a clean condition. He shall not sweep, throw, or dispose of, nor permit to be swept, thrown or disposed of, from said premises nor from any doors, windows, balconies, porches or other parts of said building, any dirt, waste, rubbish or other substance or article into any other part of said building or the land adjacent thereon, except in proper receptacles and except in accordance with the rules of the Lessor.
7. **Definitions** The words "Lessor" and "Lessee" as used herein shall include their respective heirs, executors, administrators, successors, representatives and assigns, agents and servants; and the words "it", "his" and "him" where applicable shall apply to the Lessor or Lessee regardless of sex, number, corporate entity, trust or other body. If more than one party signs as Lessee hereunder, the covenants, conditions and agreements herein of the Lessee shall be the joint and several obligations of each such party.
8. **Delivery Of Premises** In the event the Lessor is not able through no fault of his own to deliver the leased premises to the Lessee at the time called for herein, the rent shall be abated on a pro rata basis until such time as occupancy can be obtained, which abatement shall constitute full settlement of all damages caused by such delay, or the Lessor at his election, shall be allowed reasonable time to deliver possession of the leased premises, and if he cannot deliver such possession within 30 days from the beginning of said term, either the Lessor or Lessee may then terminate this lease by giving written notice to the other and any payment made under this lease shall be forthwith refunded. Lessee hereby authorizes and empowers Lessor to institute proceedings to recover possession of the premises on behalf of and in the name of Lessee.
9. **Eminent Domain** If the lease premises, or any part thereof, or the whole or any part of the building of which they are a part, shall be taken for any purpose by exercise of the power of eminent domain or condemnation, or by action of the city or other authorities or shall receive any direct or consequential damage for which the Lessor or Lessee shall be entitled to compensation by reason of anything lawfully done in pursuance of any public authority after the execution hereof and during said term, or any extension or renewal thereof, then at the option of either the Lessor or the Lessee, this lease and said term shall terminate and such option may be exercised in the case of any such taking, notwithstanding the entire interest of the Lessor and the Lessee may have been divested by such taking. Said option to terminate shall be exercised by either the Lessor or the Lessee, by giving a written notice of exercise of such option to terminate in the manner described in Section 10 of this lease. Said option to terminate shall not be exercised by either party (a) earlier than the effective date of taking, nor (b) later than thirty (30) days after the effective date of taking. The mailing of the notice of exercise as set forth hereinabove shall be deemed to be the exercise of said option; and upon the giving of such notice, this lease shall be terminated as of the date of the taking. If this lease and said term are not so terminated, then in case of any such taking or destruction of or damage to the leased premises, rendering the same or any part thereof unfit for use and occupation, a just proportion of the rent herebefore reserved according to the nature and extent of the damage to the leased premises, shall be suspended or abated until, in the case of such taking, what may remain of the leased premises, shall have been put in proper condition for use and occupation. The Lessee hereby assigns to the Lessor any and all claims and demands for damages on account of any such taking or for compensation for anything lawfully done in pursuance of any public authority, and covenants with the Lessor that the Lessee will from time to time execute and deliver to the Lessor such further instruments of assignment of any such claims and demands as the Lessor shall request, provided however that the Lessee does not assign to the Lessor any claims based upon Lessee's personal property or other improvements installed by Lessee with Lessor's written permission.
10. **Fire, Other Casualty** If the leased premises, or any part thereof, or the whole or a substantial part of the building of which they are a part, shall be destroyed or damaged by fire or other casualty after the execution hereof and during said term, or any extension or renewal thereof, then this lease and said term shall terminate at the option of the Lessor by notice to the Lessee. If this lease and said term are not so terminated, then in case of any such destruction of or damage to the leased premises, or to the common areas of the building customarily used by the Lessee for access to and egress from the leased premises, rendering the same or any part thereof unfit for use and occupation, a just proportion of the rent herebefore reserved, according to the nature and extent of the damage to the leased premises, shall be suspended or abated until the leased premises shall have been put in proper condition for use and occupation. If the leased premises or such common areas have not been restored by the Lessor to substantially their former condition for use and occupancy within thirty days after the damage occurred, the Lessee may terminate this lease by giving notice to the Lessor within thirty days following the termination of the thirty day period within which the Lessor failed to restore. If either party gives notice of intention to terminate under this section, this lease shall terminate on the last day of the then-current monthly rental period.
11. **Disturbance, Illegal Use** Neither the Lessee nor his family, friends, relatives, invitees, visitors, agents or servants shall make or suffer any unlawful, noisy or otherwise offensive use of the leased premises, nor commit or permit any nuisance to exist thereon, nor cause damage to the leased premises, nor create any substantial interference with the rights, comfort, safety or enjoyment of the Lessor or other occupants of the same or any other apartment, nor make any use whatsoever thereof than as and for a private residence. No signs or other articles shall be hung or shaken from or affixed to the windows, doors, porches, balconies, or exterior walls or placed upon the exterior windowsills without the Lessor's prior written consent in each instance.
12. **Governmental Regulations** The Lessor shall be obligated to fulfill all of the Lessor's obligations hereunder to the best of the Lessor's ability but the Lessee's obligations, covenants and agreements hereunder shall not (subject to applicable law) be affected, impaired or excused because the Lessor is unable to supply or is delayed in supplying any service or is unable to make or is delayed in making any repairs, additions, alterations or decorations, or is unable to supply or is delayed in supplying any equipment or fixtures, if Lessor is prevented or delayed from doing so because of any law or governmental action or any order, rule or regulation of any governmental agency, which is beyond the Lessor's reasonable control.

13. **Common Areas** No receptacles, vehicles, baby carriages or other articles or obstructions shall be placed in the halls or other common areas or passageways.
14. **Insurance** Lessee understands and agrees that it shall be Lessee's own obligation to insure his personal property.
15. **Keys & Locks** Upon expiration or termination of the lease, the Lessee shall deliver the keys of the premises to the landlord. Delivery of keys by the Lessee to the Lessor, or to anyone on his behalf, shall not constitute a surrender or acceptance of surrender of the leased premises unless so stipulated in writing by the Lessor. In the event that the exterior door lock or locks in the leased premises are not in normal working order at any time during the term thereof, and if the Lessee reports such condition to the Lessor, then and in that event the Lessor shall, within a reasonable period of time following receipt of notice from the Lessee of such condition, repair or replace such lock or locks. Locks shall not be changed, altered, or replaced nor shall new locks be added by the Lessee without the written permission of the Lessor. Any locks so permitted to be installed shall become the property of the Lessor and shall not be removed by the Lessee. The Lessee shall promptly give a duplicated key to any such changed, altered, replaced or new lock to the Lessor.
16. **Loss or Damage** The Lessee agrees to indemnify and save the Lessor harmless from all liability, loss or damage arising from any nuisance made or suffered on the leased premises by the Lessee, his family, friends, relatives, invitees, visitors, agents, or servants or from any carelessness, neglect or improper conduct of any such persons. All personal property in any part of the building within the control of the Lessee shall be at the sole risk of the Lessee. Subject to provisions or applicable law the Lessor shall not be liable for damage to or loss of property of any kind which may be lost or stolen, damaged or destroyed by fire, water, steam, defective refrigeration, elevators, or otherwise, while on the leased premises or in any storage space in the building or for any personal injury unless caused by the negligence of the Lessor.
17. **Notices** Written notice from the Lessor to the Lessee shall be deemed to have been properly given if mailed by registered or certified mail postage prepaid, return receipt requested to the Lessee at the address of the leased premises, or if delivered or left in or on any part thereof, provided that if so mailed, the receipt has been signed, or if delivered or left, that such notice has been delivered to or left with, the Lessee or anyone expressly or impliedly authorized to receive messages for the Lessee, or by any adult who resides with the Lessee in the leased premises. Written notice from the Lessee to the Lessor shall be deemed to have been properly given if mailed by registered or certified mail, postage prepaid, return receipt requested to the Lessor at his address set forth in the first paragraph of this lease, unless the Lessor shall have notified the Lessee of a change of the Lessor's address, in which case such notice shall be so sent to such changed address of the Lessor, provided that the receipt has been signed by the Lessor or anyone expressly or impliedly authorized to receive messages for the Lessor. *Notwithstanding the foregoing, notice by either party to the other shall be deemed adequate if given in any other manner authorized by law.*
18. **Other Regulations** The Lessee agrees to conform to such lawful rules and regulations which are reasonably related to the purpose and provisions of this lease, as shall from time to time be established by the Lessor in the future for the safety, care, cleanliness, or orderly conduct of the leased premises and the building of which they are a part, and for the benefit, safety, comfort and convenience of all the occupants of said building.
19. **Parking** Parking on the premises of the Lessor is prohibited unless written consent is given by the Lessor.
20. **Pets** No dogs or other animals, birds or pets shall be kept in or upon the leased premises without the Lessor's written consent, and consent so given may be revoked at any time.
21. **Plumbing** The water closets, disposals, and waste pipes shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags, or any other improper articles be thrown into same, and any damage to the building caused by the misuse of such equipment shall be borne by the Lessee by whom or upon whose premises shall have been caused unless caused by the negligence of the Lessor, or by the negligence of an independent contractor employed by the Lessor.
22. **Repairs** The Lessee agrees with the Lessor that, during this lease and for such further time as the Lessee shall hold the leased premises or any part thereof, the Lessee will at all times keep and maintain the leased premises and all equipment and fixtures therein or used therewith repaired, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of, or may be put in during the term or any extension or renewal thereof, reasonable wear and tear and damage by unavoidable casualty only excepted. The Lessor and the Lessee agree to comply with any responsibility which either may have under applicable law to perform repairs upon the leased premises. If Lessee fails within a reasonable time, or improperly makes such repairs, then and in any such event or events, the Lessor may (but shall not be obligated to) make such repairs and the Lessee shall reimburse the Lessor for the reasonable cost of such repairs in full, upon demand.
23. **Right Of Entry** The Lessor may enter upon the leased premises to make repairs thereto, to inspect the premises, or to show the premises to prospective tenants, purchasers, or mortgagees. The Lessor may also enter upon the said premises if same appear to have been abandoned by the Lessee or as otherwise permitted by law.
24. **Non-Performance Or Breach By Lessee** If the Lessee shall fail to comply with any lawful term, condition, covenant, obligation, or agreement expressed herein or implied hereunder, or if the Lessee shall be declared bankrupt, or insolvent according to law or if any assignment of the Lessee's property shall be made for the benefit of creditors, or if the premises appear to be abandoned then, and in any of the said cases and notwithstanding any license or waiver of any prior breach of any of the said terms, conditions, covenants, obligations, or agreements the Lessor, without necessity or requirement of making any entry may (subject to the Lessee's rights under applicable law) terminate this lease by:
1. a seven (7) day written notice to the Lessee to vacate said leased premises in case of any breach except only for nonpayment of rent, or
2. a fourteen (14) day written notice to the Lessee to vacate said leased premises upon the neglect or refusal of the Lessee to pay the rent as herein provided.
Any termination under this section shall be without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of any of the said terms, conditions, covenants, obligations or agreements.
25. **Lessee's Covenants In Event Of Termination** The Lessee covenants that in case of any termination of this lease, by reason of the default of the Lessee, then at the option of Lessor:
(A) the Lessee will forthwith pay to the Lessor as damages hereunder a sum equal to the amount by which the rent and other payments called for hereunder for the remainder of the term, including any extension or renewal thereof, exceed the fair rental value of said premises for the remainder of the term, including any extension or renewal thereof; and
(B) the Lessee covenants that he will furthermore indemnify the Lessor from and against any loss and damage sustained by reason of any termination caused by the default of, or the breach by, the Lessee. Lessor's damages hereunder shall include, but shall not be limited to any loss of rents; reasonable broker's commissions for the re-letting of the leased premises; advertising costs; the reasonable cost incurred in cleaning and repainting the premises in order to relet the same; and moving and storage charges incurred by Lessor in moving Lessee's belongings pursuant to eviction proceedings.

Lessor shall also be entitled to any and all other remedies provided by law. All rights and remedies are to be cumulative and not exclusive.

- IN WITNESS WHEREOF, the said parties hereunto and to another instrument of like tenor, have set their hands and seals on the day and year first above written; and Lessee as an individual states under the pains and penalties of perjury that said Lessee is over the age of 18 years.

TENANT: SUBJECT TO APPLICABLE LAW, THE LANDLORD WILL PROVIDE INSURANCE FOR UP TO \$750 IN BENEFITS TO COVER THE ACTUAL COSTS OF RELOCATION OF THE TENANT IF DISPLACED BY FIRE OR DAMAGE RESULTING FROM FIRE.

GUARANTY

WITNESS the execution hereof under seal by the undersigned the day and year first written in said lease.

Affordable Housing Lease Addendum

I. OCCUPANCY STANDARDS (OVER-HOUSED/UNDER-HOUSED HOUSEHOLDS)

- Over-housed Households: As part of The Turn at River Bend affordable housing occupancy requirements, eligibility for the affordable housing requires that there is at least one person per bedroom subject to reasonable accommodations for persons with disabilities. If an affordable apartment home with the correct number of bedrooms is not readily available for an internal transfer, your household is eligible to remain in the affordable apartment with the understanding that:
 - You are given priority status on the affordable housing waiting list for the apartment with the correct number of bedrooms for the number of household members according to the occupancy standard of at least one person per bedroom.
 - If the correct size apartment is available for transfer, you will be offered the apartment. If the apartment is not accepted, you shall have up to 90 days following such refusal to vacate your current apartment.
 - If there is an additional change of the household composition during the lease term, you must follow the correct procedure to add or remove a household member as stated in your lease.
- Under-housed Households: The Turn at River bend will refer to the state Sanitary Code occupancy standards (105 CMR 410.00) in determining whether the household can remain in the current apartment home.
 - Should the occupancy permitted under the state Sanitary Code be exceeded, the household would have 90 days to vacate the apartment. If the correct size apartment is not readily available for an internal transfer, the household will be given priority status on the affordable housing waiting list for the apartment with the correct number of bedrooms for the number of household members according to the state Sanitary Code occupancy standards. If the correct size apartment is available for transfer within the 90 days, the household will be offered the apartment.

The Regulatory Agreement recorded in Book 45624, Page 126 at the Plymouth County Registry of Deeds, states that "If, after the initial occupancy, the income of a tenant of an Affordable Unit increases and, as a result of such increase, exceeds the maximum income permitted hereunder for such a tenant the developer shall not be in default hereunder so long as the developer rents the next available unit in the development as an Affordable Unit in conformance with Section 3(a) of this Agreement, or otherwise demonstrates compliance with Section 3(a) of the Regulatory Agreement."

The owner shall enter into a lease with each tenant for a minimum term of one year. The lease shall provide that the tenant shall not be evicted for any reason other than a substantial violation of a material provision of the lease. The lease shall be subject to DHCD approval and should include the following:

- a. Tenant shall be given a minimum of 60 days' written notice that a lease will not be renewed.
- b. Tenant shall furnish annual information sufficient to determine and document continued compliance with income eligibility requirements.
- c. Tenant shall furnish the names and the number of people in the household and their relationship to one another annually and whenever a change of household occurs.

Applicant

Co-Applicant

Date

Date