

Housing Authority of the Sac and Fox Nation



Lease Option Admissions and Occupancy Policy

Approved by the Board of Commissioners of the Housing Authority of the Sac and Fox Nation
on: August 19, 2019, Resolution #2019- 56

POLICY STATEMENT

The Housing Authority of the Sac and Fox Nation (HASFN) is aware that not all members of the Sac and Fox Nation or other members of a Federally Recognized Tribe may qualify for a home loan program offered by private lenders. To overcome this obstacle for individuals or families in need of affordable housing, the Lease Option Homeownership Program has been developed. The Lease Option Homeownership Program has been designed to assist individuals or families that are truly committed to owning a home and meeting homeownership responsibilities. This program may be used for the purchase of existing homes owned by the Housing Authority of the Sac and Fox Nation. The terminology of this program is explained and defined in Appendix A hereto.

I. GENERAL PROVISIONS

1) Purpose.

HASFN's Lease Option Admissions and Occupancy Policy (Policy) has several purposes:

- a) A guideline enabling the HASFN staff to administer the programs consistently and fairly;
- b) A system to provide consistent, equitable and uniform treatment of tenants and applicants; and
- c) A basis for decision-making by officers and employees of HASFN.

2) Compliance

The HASFN Lease Option Admissions and Occupancy Policy is intended to comply with all federal laws and regulations of the Department of Housing And Urban Development (HUD). This Policy is prominently displayed at the HASFN's office and is also available upon request.

3) Interpretation

This Policy is intended to comply with all applicable rules and regulations set forth by the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA).

- a) If any provision of these policies is determined to be contrary to NAHASDA or any applicable implementing federal regulations, NAHASDA and/or such federal regulations shall be controlling
- b) If any provision of this policy is determined to contrary to a provision in the Homeownership Lease concerning a HASFN unit, such Lease provision shall be controlling.

4) Effective Date; Replacement of Regular Regulations

This Lease Option Admissions and Occupancy Policy shall supersede and replace the following Housing Authority regulations previously in existence as of

the effective date of **October 1, 2019**, including any amendments in existence as of said date:

- a) Housing Authority's Regulations for Mutual Help Housing of the Housing Authority of the Sac and Fox Nation, and
- b) Policies of the Housing Authority of the Sac and Fox Nation Homeownership Opportunities and Low-Rent Opportunity Programs, dated October 1, 2009.

5) Existing Rights And Duties Under Mutual Help And Occupancy Agreement.

This Policy may not construed to affect the validity of any right, duty, or obligation of HASFN or other person arising under or pursuant to any Mutual Help and Occupancy Agreement lawfully entered into before October 1, 1997, under the United States Housing Act of 1937.

6) No Effect of Policies on Program Eligibility for Mutual Help Program, Lease Option to Purchase, and Lease Purchase]

This Policy shall have no effect on the eligibility of participants with Mutual Help and Occupancy Agreements, Lease Option to Purchase, and Lease Purchase in effect as of **October 1, 2019** and cannot be used to terminate such Agreements and Leases. The program eligibility requirements of these programs shall be used for all new Homeownership Leases or term extensions on or after that date.

7) No Effect on Pending Matters as of Effective Date.

If a matter is pending or an issue is under consideration with respect to a specific participant as of the effective date of these policies, such grievance proceeding or litigation, and if the affected participant has relied with respect to such matter or issue on HASFN regulations in effect before the effective date of this Policy, the HASFN, administrative hearing officers, and/or the courts shall give deference to the previous policies to the extent they are inconsistent or it is necessary to protect the participant's interests.

8) Service of Notices

Notices must be delivered in writing to the participant personally or to any adult member of the participant's family residing in the home, or must be sent by certified mail, return receipt requested, properly addressed, and postage prepaid. In the event of service by mail, a copy of the notice, together with the certificate of mailing and certified mail receipt, must be placed in participant's file. In the event of personal service, the person serving the notice shall make an entry of such service on a copy of the notice, which shall be placed in the participant's file. If the notice is returned "refused" it shall be deemed good service. Any letter returned "refused," "undeliverable," or "unclaimed" will be placed in the participant's file, and will be a factor to be considered in any subsequent action by the HASFN. If, after reasonable efforts to serve the notice, the HASFN cannot reach participant either personal service or service by certified mail, the HASFN shall post the notice on the unit door.

9) Warranties

Within thirty (30) days of occupancy, HASFN shall notify the homebuyer in writing of any applicable contractor, manufacturer, and/or supplier warranties. Warranties pertain to newly purchased items covered under a supplier or vendor warranty. It is the responsibility of the homebuyer during the warranty period and subsequently for the duration of the applicable warranties to promptly inform HASFN in writing of any deficiencies arising during the warranty period so that HASFN may enforce any rights under the applicable warranties. If the homebuyer fails to furnish such written report in time, and HASFN is subsequently unable to obtain compensation under the warranty, correction of the deficiency shall be the responsibility of the homebuyer. HASFN shall obtain a sign statement from the homebuyer that they understand what items are covered under applicable warranties. This shall be retained in the homebuyer file for future reference.

II. ELIGIBILITY FOR LEASE OPTION HOMEOWNERSHIP PROGRAM.

The purpose of this section is to determine who is eligible to participate in the Lease Option Homeownership Program, to describe application requirements, to establish preferences for admissions, and to describe procedures following selection, including execution of the Lease Option Lease. Applicants for this program must meet the general requirements, unless these policies expressly provide additional requirements for such specific programs.

1) Participant Eligibility Criteria

The following criteria shall govern eligibility for Program participation.

- a)** The applicant must qualify as a family (includes a family with or without children, and elderly family, a near-elderly family, a disabled family, or a single person;
- b)** The applicant must be a member of a Federally Recognized Tribe or State Recognized Tribe, with first preference extended to members of the Sac and Fox Nation;
- c)** The applicant must be at least eighteen (18) years of age;
- d)** The applicant must verify he/she is a citizen of the United States of America;
- e)** The applicant must qualify as a low-income family, whose income does not exceed eighty percent (80%) of median income limits of the area, as set by HUD, at the time of move-in. Income limits are adjusted for family size and updated on an annual basis. A copy of the current HUD Program Guidance for annual income guidelines will be posted in the HASFN office, within the application, and will be provided to applicants upon request. The HUD income guidelines, as some may change from time to time, hereby are adopted and incorporated by reference;

- f) The applicant must meet the minimum income guidelines at the time of move-in (income guidelines are attached as Appendix C to this policy and are incorporated herein by reference);
- g) The applicant and/or spouse of the applicant must have income sufficient to meet the financial obligations of program participation at the time of move-in;
- h) The applicant must be ready, willing, and able to meet all obligations of participation in the program, including but not limited to financial and maintenance obligations;
- i) The applicant must intend to use the program unit as his/her principal resident throughout the term of the lease;
- j) The applicant and/or spouse of the applicant must demonstrate a satisfactory record of prior rental history up to five (5) years;
- k) The applicant must attend pre-homeownership counseling;
- l) The applicant must publicly disclose any conflicts of interest arising from immediate, biological family relationship to any HASFN employee, Board member, and/or Business Committee at the time a unit is offered.

2) Non- Indian Families

Non-Indian families are defined as families who either have no Indian family member, or who are not recognized as an Indian Family by the applicable tribe. Non-Indian applicants may be eligible for homeownership program only if the HASFN determines that the presence of the family is essential to the well-being of Indian families, and that the need for housing for the family cannot reasonable be met except under this program. In determining whether the non-Indian family is essential, HASFN considers any resolution of the Board of Commissioners of the HASFN.

3) Non Low Income Applicants

A family with an income of 80-100% of the median income range may receive housing assistance only in accordance with 24 CFR 1000.110 and with the prior approval of the Board. HUD approval is required if the HASFN plans to use more than 10 percent (10%) of its annual grant amount for such assistance or to provide housing for families with income over 100% of median income.

4) Additional Criteria for Admission

To be eligible for the Homeownership program, applicants must be willing and able to comply with program requirements. Also, any conduct of a homebuyer or family member in present or prior housing that (1) suggests that the health, safety, welfare, or quiet enjoyment of other occupants may be diminished, or that (2) may adversely impact the project environment, the physical condition of the home or neighborhood or HASFN's financial ability to operate the program and enforce occupant/homebuyer obligations without undue burden, will render the family ineligible for admission.

- a) **Tenant History** – Past habits and practices with respect to housing occupancy will be assessed to determine eligibility. Disqualifying factors include:
- i. Outstanding Debt to Public Landlord – No family will be admitted if any adult member of the family has an outstanding debt with any publicly funded, subsidized landlord, or tribal or public housing authority, notwithstanding any repayment agreement. To be considered eligibility, the family must repay the debt in full.
 - ii. Fraud – No family will be admitted whose head of household, spouse or other adult occupant has committed fraud as a participant or applicant in any housing program administered by a tribal or public housing authority.
 - iii. Previous Evictions – No family will be admitted if the applicant or a member of the applicant's household who will reside with the applicant has been previously removed or evicted for non-payment or other non-compliance with any agreement with the HASFN, other tribal or public housing authority, or private landlord.
 - iv. History of Criminal Conduct – No family will be admitted if any adult member of the family has a documented record of a guilty plea, no contest plea, or a conviction within the last ten (10) years to:
 - (1) Any drug or alcohol related felony; or
 - (2) Any violent crime related felony. These crimes include but are not limited to:
 - Abuse of a vulnerable adult;
 - Aggravated assault and battery on a police officer, sheriff, highway patrolman, or any other officer of law;
 - Aggravated assault and battery upon any person defending another person from assault and battery;
 - Aggravated trafficking;
 - Any crime against a child;
 - Armed robbery;
 - Arson in the first degree;
 - Assault with intent to commit a felony;
 - Assault with intent to kill;
 - Assault, battery, or assault and battery with a dangerous or deadly weapon;
 - Assaults while masked or disguised;
 - Bombing;
 - Burglary in the first degree;
 - Burglary with explosives;
 - Child Abuse;
 - Child Pornography;
 - Child Prostitution;
 - Conjoint robbery;
 - Criminal syndicalism;

- Extortion;
- First Degree Arson;
- First Degree Burglary;
- First Degree Murder;
- First Degree Rape;
- First Degree Robbery;
- Forcible Sodomy;
- Inciting to riot;
- Injuring or burning public buildings;
- Kidnapping for extortion;
- Kidnapping;
- Lewd molestation of a child;
- Maiming;
- Manslaughter in the first degree;
- Manslaughter in the second degree;
- Mistreatment of a mental patient;
- Murder in the first degree;
- Murder in the second degree;
- Obtaining signature by extortion;
- Pointing firearms;
- Poisoning with intent to kill;
- Rape by instrumentation;
- Rape in the first degree;
- Rape in the second degree;
- Rioting;
- Robbery by two (2) or more persons;
- Robbery in the first degree;
- Robbery in the second degree;
- Robbery with dangerous weapon or imitation firearm;
- Robbery;
- Sabotage;
- Seizure of a bus; discharging firearm or hurling missile at bus;
- Shooting with intent to kill;
- Use of firearm or offensive weapon to commit or attempt to commit a felony;
- Using a vehicle to facilitate the discharge of a weapon;
- Wiring any equipment, vehicle or structure with explosives;
- (3) Any misdemeanor involving drug-related criminal activity, child abuse or molestation, domestic abuse, or other violent crime offenses, vandalism destruction of property, theft, gang-related activities, or crimes involving dishonesty.
- v. History of Other Conduct Detrimental to Community – An applicant will be ineligible, if there is evidence of conduct with the preceding ten (10) years by the applicant or any member of the applicant's household who will resided with the applicant,

demonstrating that such person's participation in HASFN programs would likely threaten the health or safety, or right to peaceful enjoyment of the unit site, by other residents and HASFN employees or contractors, or the health or safety of, or right to peaceful enjoyment of their premises by persons residing in the immediate vicinity of the unit site, including, without limitation, the following:

- (1) Evidence, including documentation described in Section II.4.1.f of this section, of drug-related criminal activity, child abuse or molestation, domestic abuse, other violent offenses, vandalism, destruction of property, theft, gang-related activities, or crimes involving dishonesty, where there is no record or a guilty plea, no contest plea, or a conviction; or
- (2) Evidence, including documentation described in Section II.4.1.f of this section, involving disturbance of the peace, alcohol, disturbance of neighbors, poor housekeeping practices, repeated traffic offenses that pose a hazard to the community, or other similar conduct.

vi. Documentation of History of Criminal Conduct or Other Conduct Detrimental to Community – In reviewing the record of an applicant or a member of the applicant's household who will reside with the applicant, the HASFN will take the following into consideration:

- (1) Criminal background check;
- (2) Court records;
- (3) Police reports arising from complaints or otherwise resulting investigation of alleged criminal activities of such person;
- (4) Letters, reports, or documentation of interviews from or with reliable sources, such as employers, social workers, parole officers, drug treatment centers, clinics, physicians, and police departments.

The HASFN's documentation of past conduct will include date, source of information, name and title of persons contacted and a summary of the information received, including the time, nature and extent of the habits and practices of the applicant and family members who will reside with the applicant relevant to the inquiry.

b) Ability to Perform Financial and Maintenance Obligations

In addition to the above eligibility criteria, applicants will be expected to demonstrate their ability and willingness to maintain the home. This ability must include the financial resources available for maintenance purposes and the physical abilities of family members to perform maintenance, or to access maintenance services. Past tenant and credit history will be considered by HASFN.

c) Ownership or Control of another Home

Housing assistance is provided to applicants with need. Individuals or households who currently own (or substantially control) a dwelling unit may be rejected as ineligible. Applicants who have previously participated in a homeownership program in the HASFN region or elsewhere, and who have conveyed, transferred, sold, or abandoned their home, or whose home has deteriorated as a result of fire, non-maintenance, neglect, misconduct, contract violations, negligence or similar reasons may be deemed ineligible for participation.

d) Factors and Information to be Assessed

Eligibility will be determined by reviewing such factors as previous occupancy with HASFN, landlord references, information from neighbors and persons with relevant knowledge of habits and practices, credit reports and criminal background checks. If unfavorable information is received, HASFN will consider the time, nature, and extent of the past occurrence and the reasonable probability of future favorable performance. Such factors as the length of time since the last evidence of such activities, the seriousness of the conduct, and the record of rehabilitation efforts on behalf of family members will be considered.

e) Counseling Program

Applicants must agree to participate in HASFN's counseling program, including attending all training sessions.

i. Pre-Occupancy Phase – Prior to occupancy, applicants will receive training in the following areas:

- (1) Explanation of the Mutual Help/NAHASDA program**
- (2) The Mutual Help/NAHASDA contribution**
- (3) Community resources and services**

ii. Post-Occupancy Phase – On the or after move-in, homebuyers will cooperate in the following training, upon request:

- (1) Property Care and Maintenance**
- (2) Budgeting and Money Management**
- (3) Fire Safety**

f) Failure to Participate in Counseling

Failure or refusal to participate in counseling authorizes HASFN to terminate the admissions process at any time.

5) Timing of Eligibility Determination

Not more than thirty (30) days prior to move-in, all eligibility criteria will be verified and documented, upon which basis the final eligibility determination shall be made.

III. APPLICATION PROCEDURES

The application constitutes the basic record of each applicant applying for admission in the Lease Option Homeownership Program. Each applicant, therefore, is required to supply the information requested on the application and to sign the application, attesting to the information provided. The applicant is responsible for providing any additional information requested by HASFN and for certifying that the information is true and accurate to the best of his/her knowledge. This requirement is made to provide applicants with initial counseling and to ensure proper verification, completion, and inclusion of all forms and documents. **Providing false statements renders the Applicant ineligible. Incomplete applications will not be accepted.**

1) Application Procedures.

- a) Applications are accepted by the HASFN staff. Each application shall reflect the date and time received. Copies may be provided to the Applicant upon request. Each application must be delivered to the HASFN office located at 201 N. Harrison, Shawnee, OK 74801.
- b) All adult household members must sign an authorization for release of information, which is required for third party verification.
- c) In the event it is determined has an immediate family tie to any HASFN employee, Board Commissioner or Business Committee member, the HASFN will publish a "Public Disclosure" in accordance with its Conflict of Interest Policy.
- d) If requested by the HASFN, the applicant must allow HASFN staff to conduct a home visit at the applicant's residence for purposes of inspection of the applicant's housekeeping and maintenance of that residence and for a brief interview related to basic eligibility requirements.
- e) The application and all information relating to the family's eligibility shall be maintained in a file, along with all relevant correspondence. Files will be placed in one of three categories, as follows:
 - i. **"Eligible"** - Applicant has met initial eligibility requirements and will be listed for Board Approval for the following Regular Board Meeting.
 - ii. **"Ineligible"** – Applicant has not met initial eligibility requirements and/or has been determined to be ineligible for the program; or
 - iii. **"Inactive"** – Applicant has not updated the application with six (6) months of the notification has been removed from the waiting list pursuant to Section III.4 below.
- f) If during the application intake and screening process it is the determined that the applicant is ineligible for program participation, the applicant will be informed of such determination and the application classified as ineligible. In such instances, sufficient information and findings pertaining to the denial of services will be documented for the file. A letter will be mailed to the applicant within thirty (30) days of the date of denial. The notice shall specify the grounds for the denial of service and notify the Applicant of his/her right to appeal the decision pursuant to the Grievance Policy and Procedure of the HASFN.

- g) All entries will be made in ink or typed. Corrections or changes will be made by striking through the original entry and entering the correct information. Such changes are to be dated and initialed by the person recording the change, with all changes and explanations noted in the record.
- h) The HASFN shall retain for three (3) years the original application, notification letter, any applicant response and any record of informal meeting and final disposition.
- i) The procedures set forth in this section do not preclude any applicant from exercising rights available to the applicant under applicable nondiscrimination laws.

2) **Verification and Documentation of Application Information**

Verification and documentation of application is submitted by each applicant and shall be verified to ensure that the information is true and correct. Complete and accurate verification records will be maintained. Each applicant shall provide the following documents and information to substantiate his/her Indian status, identity, income and other conditions of eligibility. **Each applicant shall provide and complete:**

- a) **Proof of Indian Tribe:** The Sac and Fox Nation of Oklahoma tribal membership card, other Federally Recognized or State Recognized tribal enrollment card for applicant and all household members.
- b) **State Drivers' License/State Issued ID:** Current and valid Oklahoma state issued ID and Driver's License for applicant and any household member who is 18 years and older.
- c) **Social Security Cards:** for applicant and all household members.
- d) **Certificate of Birth:** State – certified birth certificates or Consular Report for Birth Aboard (FS-240) for applicant and all household members.
- e) **Statements or Awards Letters:** Statements or award letters from agencies documenting unearned income (including but not limited to Social Security, General Assistance, Retirement, Unemployment Benefits, Department of Human Services and Assistance; and Oil and Gas Royalties).
- f) **Certified Statements from Self-Employed persons:** Certified Statements from self-employed person(s) whose earnings are irregular, setting forth gross receipts, itemized expenses, and net income.
- g) **Income Verification:** Signed verification of earned income from employers for applicant and all adult household members.
- h) **No Income Affidavit:** Signed, notarized affidavit declaring unemployment for any and all adult household members who do not have earned or unearned income.
- i) **Marriage License/Common Law Statement/Divorce Decree:** Signed, notarized common law marriage affidavit, marriage license or divorce decree.

- j) **Resident Screening Verification:** This form is enclosed in the application for the applicant to have completed by any current/former landlord or any person(s) the applicant is living with.
- k) **Consent for Criminal Background Check:** This form is enclosed in the application for the applicant to have completed by each household member eighteen (18) years of age. Applicant may request extra copies or may make copies for each household member.
- l) **Declaration of Section 214 Status:** This form is completed and signed by the applicant for **all household members**. The applicant may request copies or may make copies for each household member.
- m) **Authorization for Release of Information:** This form is enclosed in the application for the applicant to have completed by each household member eighteen (18) years of age.
- n) **Public Disclosure Statement:** This form is enclosed in the application for the applicant to have completed if there is a possibility of conflict of interest.
- o) **Verification of Veteran Status:** Copies of Form DD214
- p) **Verification of Handicapped Disability:** Letter or Form from a doctor.
- q) **Application Certification:** The last page of the application stating that the applicant has completed the application and has turned in all required documentations.

3) **Waiting List**

The waiting list will be maintained by date and time of application, sorted by preference points, bedroom size, and location selection. Placement of the waiting list indicates only that applicant has been found eligible as a preliminary matter. The applicant continues to bear the burden of establishing eligibility for program admission.

- a) **Board Approval** – The waiting list shall be approved by the Board and maintained.
- b) **Updated Waiting List** – The waiting list shall be updated monthly. The Monday following a Regular Monthly Board Meeting the waiting list will be updated with any new eligible applicants according to preference points, bedroom size, and location selection.
- c) **Preference Points** – The HASFN shall set forth the preference as follows. Points only reflect the Head of Household (Applicant)
 - i. **Sac and Fox Enrolled Tribal Member** – 20
 - ii. **Other Federally or State Recognized Tribe** - 4
 - iii. **Non-Tribe** – 0
 - iv. **Veteran** – 5
 - v. **Elder (62 and older)** – 2
 - vi. **Near Elder (55-61)** – 1
 - vii. **Handicap** – 1
- d) **Removal from Waiting List** - Any applicant wishing to be removed from the waiting list must submit a written request; otherwise, no eligible applicant may be removed from the waiting list **except** for failure to

update his/her application in accordance with Section IV.3 of the policy, below.

4) Application Updates

Applicants shall update their applications and supporting documents and maintain current contact information on file on an annual basis. This is the responsibility of the applicant and NOT THE HASFN. Applicants who have not updated their applications within **thirty (30) days** of notification of the duty to update will be removed from the waiting list and will have to re-apply. These applicants must be eligible; board approved, and will receive a new approval date.

IV. SELECTION OF PARTICIPANTS

1) Preferences

- a) **Preference Points** - The HASFN shall allocate program assistance to the qualifying applicant(s) receiving the highest number as outline in Section III.3.c.
- b) **Subtraction of Preference Points** – Where applicable, the HASFN shall deduct points from applicants as follows:
- c) **Negative Criteria Points** (Board Approved 05/23/2016)
 - i. **No Response: -2**
 - ii. **Decline Unit: -2**
 - iii. **Served Once: -2**
 - iv. **Delinquency (utilities): -2**
 - v. **Owes HASFN: -5**
 - vi. **Owes Others: -5**
 - vii. **Previous MH homeowner: -5**
 - viii. **Negative Resident Screening: -5**
 - ix. **No Income: -5**
- d) **Preference among Applicant with Same Ranking Score** – In the case of two or more applicant having equal preference, the date and time the completed application was received by the HASFN shall determine which applicant is selected.
- e) **Informing Applicants about Preferences** – The HASFN shall inform all applicants of the preferences set forth in this section and in Section III.3.c and shall give applicants an opportunity to demonstrate that they qualify for such preferences.

2) Notification of Selection to Applicant

- a) The HASFN shall notify applicants who are select for program participation in writing. The notification shall include, at the minimum, the following information:
- b) A statement that the family has been documented as eligible for participation in the Lease Option Program, subject to a final update of the applicant's eligibility materials (if changes are reported, such changes will

be verified to determine the effect, if any, on the applicant's eligibility, preference rating, payment and unit size qualification);

- c) If applicable, the time and place for training activities and execution of the Lease Agreement;
- d) The address of the unit; and
- e) Notification shall state the family has five (5) business days from the date of receipt of the notice to respond to the HASFN, either by accepting or rejecting the unit offered.

3) Rejection Offer of Unit

The HASFN offers units based on its selection preferences and the preferences of the applicant (i.e., location, size of the unit, etc.) The applicant may reject the offer of the HASFN unit, but the HASFN will deduct preference points in accordance with Section IV.1.3 of this policy. After **three (3) rejections and/or no response**, the applicant will be removed from the waiting list and determined ineligible for a period of one (1) year. Such applicants may re-apply for assistance under the Program after the expiration of the one year waiting period.

V. OCCUPANCY AND LEASE AGREEMENT

1) Method of Determining Household Size

Every household member regardless of age shall be included by name on the application and counted as a person for purposes of applying the occupancy standards set forth in Section VI of this policy.

2) Exclusive Use

The home is intended for the exclusive use and occupancy of the applicant, now participant, and any household member who are listed on the Lease Agreement. Guests or visitors of the participant(s) may be accommodated no longer than the period of two (2) weeks. "Guests" means a person in the home with the consent of the participant. If any visit will extend beyond two (2) weeks, the participant must notify the HASFN of the reasons for the extended visit and duration of the visit. Any guest occupying the home more than thirty (30) days in any one (1) year period shall be reported as a household member and made subject to all required documentation and verification including criminal background check. Any participant who harbors guests more than two (2) weeks without permission of the HASFN will be subject to termination of participation in the program according to Collections and Evictions Policy of the HASFN.

3) Occupancy Standards

To avoid overcrowding and prevent waste of space, program units shall be assigned in accordance with the occupancy standards set forth below, except that such standards may be waived by the Executive Director when necessary to achieve and maintain full occupancy or to comply with the preference provisions set for in Section 4, above.

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
2	1	4
3	4	5
4	5	8

4) Lease Agreement

A lease agreement shall be executed by the Executive Director (or his/her designee) and the participant(s). The form of the "Lease Option Lease" set forth at Appendix E of this policy hereby is adopted and incorporated by reference. In case of subsequent participants or successors, a lease agreement must be executed prior to occupancy of the home. The participant shall receive a copy of the original lease agreement, and the original shall be retained by the HASFN.

5) Commencement of Occupancy

Selected applicants must take possession of the assigned unit within ten (10) days of the date of the response to the notice of availability or forfeit their eligibility to occupy that unit. Applicants who notify the HASFN with ten (10) days of defaulting under this section shall be returned to the waiting list without further penalty. Failure to execute the lease agreement, to secure utility service or to take occupancy of an assigned program unit may constitute grounds for termination of participation of the program.

6) Pre-Move In Counseling/Pre-Occupancy Counseling

Applicants must meet with the Housing Program Specialist before occupying their unit. The meeting will include a review of the applicant's responsibilities as a participant, including payment obligations described in the Collections and Evictions Policy and the maintenance and occupancy requirements described in Section VI.

VI. RULES AND CONDITIONS OF CONTINUED OCCUPANCY

1) Participant Code of Conduct

All participants, household members and guests must comply with a code of conduct by abiding by all rules and regulations affecting the use for occupancy of the premises and all policies of the HASFN and the laws of the Sac and Fox Nation, including but limited to:

- a) **Principal Residency Requirement** - Program participants are required to use the program unit as their principal place of residence. A unit which has been unoccupied for a period of **thirty (30) days** or more may be determined to be abandoned and in breach of the lease agreement.

- b) **Maintenance/Repairs** - The participants shall provide all maintenance and basic upkeep of the program unit, keeping it in an acceptable condition at all times. Participants shall report any maintenance needs and/or problems with items that may be covered under manufacturer's warranties (including but not limited to appliances, roofs and HVAC systems) to the HASFN, so that arrangements for repair or replacement of these items may be arranged. Participants who fail to report such problems to the HASFN with the warranty period or who undertake repairs of covered items may void the manufacturer's warranty and shall be responsible for repairing or replacing such items at their own expense. A list/packet of the applicable warranties for a particular unit will be provided to the Participant upon request.
- c) **Utilities:** The participant(s) shall activate and pay any required deposits for utility services (including, but not limited to, water, gas, and electricity) in the Participant's name prior to the HASFN at the time the lease is executed. Disconnection of utility services to the unit for a period in excess of ten (10) days constitutes grounds for termination of participation in the program.
- d) **Zero Income:** Participants must have income sufficient to meet any and all financial obligations of the program at all times, and cannot incur a material loss of earned or unearned income for a period of more than sixty (60) consecutive days. If material income loss is reported by participant more than once in a twelve (12) month period, this constitutes grounds for termination of participation in the program. **For the purpose of this section, "material" means that the loss of income is significant enough to cause the Participant's base monthly rent to equal less than \$125.00 per month.**
- e) **Sale of Unit:** The participant must not attempt to sell the unit.
- f) **Subleasing:** The participant may not sub-lease the unit and/or take in boarders.
- g) **Structural Changes:** The unit is the property of the HASFN, and all structural modifications and major improvements must be **pre-approved** by the HASFN in writing prior to actual construction. Any activities approved pursuant to this section must be paid in full by the participant and comply with any and all applicable construction/building codes. No liens or other encumbrances may be placed on the unit as a result of the work undertaken.
- h) **Temporary Structures:** No structure of a temporary character (including but not limited to trailers, tents, shacks, garages or barns) may be used at any time as a residence, wither temporarily or permanently. Additionally, no portable or prefabricated building or dog pen shall be located upon any lot without the prior, written permission of the HASFN.
- i) **Business Use of Unit:** The participant may request permission, in writing, to operate a small business. The business shall not disrupt the basic residential nature of the unit or require permanent structural changes.

- j) **Public Nuisances:** Participants shall keep the premises in a clean and sanitary condition and shall not create or permit any unsightly conditions or offensive activity. Unlicensed, inoperable (this includes a flat tire) and/or wrecked vehicles or household appliances on the premises or common areas are specifically prohibited. The HASFN may monitor the condition of the unit through periodic inspections and drive-bys. A car must have a valid license plate or it will be considered a junk car and the participant will be required to remove it from the property. The HASFN and/or the Sac and Fox Nation, in its sole discretion, may define and summarily abate any condition constituting a nuisance at the Participant's expense.
- k) **Garbage:** No participant may burn or permit the burning of garbage or other refuse, nor accumulate or permit the unsightly accumulation outdoors of such refuse or garbage.
- l) **Animals:** SEE HASFN Pet Policy dated February 25, 2019.
- m) **Yard Maintenance; Improvements:** No fence, wall, garden, pond or other modification may be erected without the prior, written permission of the HASFN. Blueprints, cost estimates, and any other relevant information shall be presented to the HASFN to aid in its determination. Participant(s) must maintain any enhancements or modifications approved pursuant to this section at their own expense.
- n) **Vehicles:** All vehicles must be operational. A participant may not park a vehicle in any area other than a garage, designated driveway, and/or city street in accordance with local ordinances. If the parking restrictions are not adhered to the following actions will be taken:
 - i. A vehicle that is not parked according to HASFN regulation or that is nonoperational must be removed before a specified date which can be no longer than two (2) weeks from the date of tagging.
 - ii. Non-operational vehicles will be removed at the participant's expense.
 - iii. The participant will be charged for damage caused by oil or fluid spills and any lawn damage due to the removal of vehicle.
- o) **Common Areas; Roads:** Participant(s), household members and /or guest shall not evade speed bumps, drive through or park vehicles in yards or otherwise operate their motor vehicles in an unsafe manner. All-terrain vehicles and "four-wheelers" may not be operated on yards, roads, or common areas. Tampering with manhole covers, street lamps and/or security cameras/lights is specifically prohibited.
- p) **General Requirements for Maintenance:** Participants must comply with the following routine maintenance requirements:
 - i. Countertops, cabinets, pantry, baseboards, and other surfaces must be kept clear and clean of all loose food particles and crumbs.
 - ii. All floor areas must be swept and mopped on a routine basis.
 - iii. Dirt, grease, food items, and other items must be disposed of in a proper manner and will not be flushed down toilets, tubs, or sinks.

- iv. All toilets, tubs, sinks, and showers must be cleaned on a routine basis to avoid build-up of mineral deposits, soap scum, and stains.
- v. All vents, ceilings, and corners must be dusted and free of cobwebs.
- vi. All dirty laundry must be stored in baskets, hampers, or similar receptacles and will not be laid directly on floor areas.
- vii. All household trash must be bagged and disposed of as often as local sanitation service runs. Trash must not be stored inside or outside the unit longer than one (1) week.
- viii. All grass, trees, shrubs, and branches must be mowed or trimmed and disposed of in a reasonable manner.
- ix. All outside property must be kept clean and clear of trash, debris, oil, pet waste, old appliances and furniture, inoperable or illegal vehicles, and other items. (Illegal vehicles are untagged or out of date tagged vehicles.) Inoperable vehicles that will remain at the home must be operational within two (2) weeks or be subject to removal at the participant's expense.

q) **“Statement of Particulars” Form:** This document is signed by the participant at the time of execution of lease. This document ensures decent, safe, and sanitary housing conditions for all housing program participants. Any violations or non-compliance of these requirements may lead to mandatory counseling and/or termination of lease. If the HASFN has to correct any of these problems, the participant will be required to pay any and all costs associated with the correction. (APPENDIX F)

2) **Additional Housing Participant Responsibility for Maintenance and Repairs.**

- a) **Lease Option Program Participant Responsibility for Maintenance and Repairs:** Participants in the Lease Option Program are responsible for all maintenance and repair of the unit, including extermination, repairs and replacements necessitated by damage from ANY cause, except for items covered by insurance and warranty items when the participant has provided timely notice of such items to the HASFN in accordance with Section I.9.
- b) **Cost of Maintenance and Repairs; Warranty Items:** The HASFN will not be obligated to pay for or to provide any maintenance or repair of the unit other than the correction of warranty items reported in writing during the applicable warranty period in accordance with Section VI.
- c) **Emergency Repairs:** If the participant fails to correct emergency conditions that endangers the health and safety of individuals or threatens the integrity or safety of persons and property, the HASFN will make an effort to contact the participant that the participant must correct the conditions within twenty-four (24) hours or the HASFN will have the condition corrected at the participant's expense. If efforts to contact the participants fail or the participants fail to make the repair within the twenty-four (24) hour period, the HASFN shall contract to have the

violation corrected at the participant's expense. The participant will be notified to complete a Mandatory Counseling and complete a payment agreement to remedy the repair cost to the HASFN. The payment agreement will be on a short-term basis and shall not exceed six months.

3) Responsibility for Actions of Residents and Visitors

The person whose name is on the Lease Agreement is responsible for all actions of children and other residents of the unit. The participant and resident members of the unit household and visitors must comply with all laws affecting the use or occupancy of the unit site. The participant must cause all family member or other persons who are on the unit site with his consent to conduct themselves in a manner which will not threaten the health or safety, or right to peaceful enjoyment of the unit site, by other residents and HASFN employees or contractors, or the health or safety of, or right to peaceful enjoyment of their premises by, persons residing in the immediate vicinity of the unit site. The participant must not destroy, deface, damage, or remove any part of the unit and of the immediate vicinity, nor allow the unit household members or guests to do so.

4) Prohibition Against criminal Conduct or Other Conduct Detrimental to Community

Any criminal conduct as described in Appendix G of these policies, including any drug-related criminal activity, engaged in by a participant or any member of the participant's household residing in the unit, is prohibited. Any such conduct by a guest or other person under the participant's control occurring on or near the unit site is also prohibited.

5) Prohibition Against Other Activities Threatening Health, Safety, and Right to Peaceful Enjoyment.

Any other activities by a participant or any member of the participant's household residing in the unit, and any other activities engaged in, on, or near the unit site by any guest or any other person under the participant's control, that would likely threaten the health or safety, or right to peaceful enjoyment of the unit site, by other residents and HASFN employees or contractors, or the health or safety of, or right to peaceful enjoyment of their premises by, persons residing in the immediate vicinity of the unit site, including such activities described in Section VI.4 of these policies, are prohibited.

6) Abandonment of Unit

The participant's abandonment of the unit with notice and termination of Housing Agreement is prohibited. The HASFN may consider the following factors in determining whether a unit is abandoned: **the absence of persons at the unit when the HASFN representatives visit, the return of mail to the HASFN with the notation "refused", "undeliverable", "unclaimed", or similar notation, and delivery of a written statement by the participant to the HASFN.** If the participant abandons the unit without notice to the HASFN, the participant shall remain subject to the obligations of the Housing Agreement, including the

obligation to make monthly payments until the effective date of termination of the Housing Agreement by mutual agreement of the parties or by action of the HASFN in accordance with HASFN Collection and Eviction Policy. When the HASFN determines that a unit is unoccupied the HASFN may protect its' interest in the unit by taking possession by entering the unit and changing the locks, if the participant does not provide proof of occupancy within three (3) days of the HASFN's posting of an abandonment notice on the property.

7) Additional Policies

The participant must abide by all other necessary and reasonable policies issued by the HASFN for the benefit and well-being of the unit, which must be prominently posted in the HASFN office.

8) Warranties

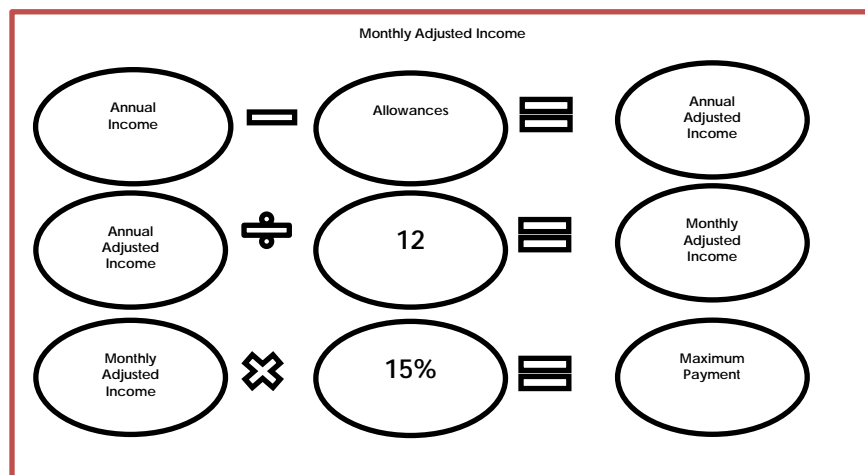
Within thirty (30) days of occupancy, HASFN shall notify the homebuyer in writing of any applicable contractor, manufacturer, and/or supplier warranties. Warranties pertain to newly purchased items covered under a supplier or vendor warranty. It is the responsibility of the homebuyer during the warranty period and subsequently for the duration of the applicable warranties to promptly inform HASFN in writing of any deficiencies arising during the warranty period so that HASFN may enforce any rights under the applicable warranties. If the homebuyer fails to furnish such written report in time, and HASFN is subsequently unable to obtain redress under the warranty, correction of the deficiency shall be the responsibility of the homebuyer. HASFN shall obtain a sign statement from the homebuyer that they understand what items are covered under applicable warranties. This shall be retained in the homebuyer file for future reference.

9) Insurance

The HASFN will provide insurance on only the structure of the Lease Option program units. Participants must make any applicable deductible payments on insurance claims involving program units. Program participants are responsible for providing insurance on personal property if they desire personal property insurance coverage.

10) Monthly Payments

The monthly base payment of the participant shall equal fifteen (15%) of the participant's household's adjusted gross income, provided that the lease payment shall not exceed the ceiling payment established in the Section VI.10.a, below, under any circumstances.



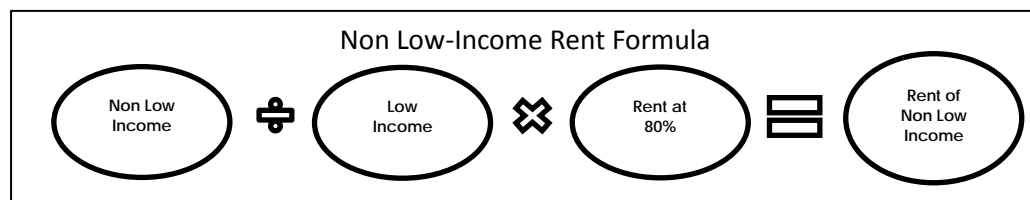
- a) **Maximum Payments** – A participant’s monthly payment shall not exceed the ceiling amounts of \$350.00 for 2 Bedroom, \$425.00 for a 3 Bedroom and \$500.00 for a 4 Bedroom.
- b) **Partial Payments** – Participants shall make all payments in full. Payments or receipt of payments less the amount stated in the determination/recertification of rent shall be deemed to be nothing more than a partial payment on the month’s account. Under no circumstances shall the acceptance by the HASFN of the partial payment constitute accord and satisfaction. Nor will the acceptance by the HASFN of the partial serve to forfeit the HASFN’s right to collect the balance due on the account, despite any endorsement, stipulations, or other statement on any check modification. If partial payments are authorized by a written payment agreement on previous delinquent accounts as described in the HASFN Collection and Eviction Policy, the payment or receipt of the authorized payment upon approval of the Executive Director, with such approval being the sole discretion of the Executive Director. However, if the resident does not pay all current month, the resident’s account will be considered delinquent.
- c) **Forms of Payments** – Participants are strongly encouraged to make monthly payments in the form of check, debit cards, cashier’s check, money order and check. The HASFN will not accept any payments in the form of cash.
 - i. Personal delivery to the HASFN office located at:
201 N. Harrison Street
Shawnee, OK 74801
 - ii. By deposit in the drop box located on the south side of the HASFN office. Payments left in the drop box are to be in the form of check, cashier’s check, or money order.
 - iii. By phoning in the HASFN office between the hours of 8:00am and 4:30pm, Monday through Friday to pay by credit/debit cards.
- d) **Compliance Rewards Program:** Timely payments are encouraged and come with an incentive. If tenants consecutively make 11 timely (without

late fee) monthly payments, must be in compliance with HASFN rules and regulations, and must not be on a payment agreement within the 12 months, the HASFN will waive the 12th payment.

11) Non-Low Income Family Monthly Payments

The rent to be paid by a non-low-income family cannot be less than [income of non-low-income family/income of family at 80 percent of median income] times [rental payment of family at 80% percent], but need not exceed the fair market rent or value of the unit.

Calculating rental payment for Non Low-Income families: divide their income by eighty (80%) percent of the median income. Multiply that number by amount of monthly rent for low-income family. This amount is *minimum monthly payment*.



VII. INSPECTIONS

1) Purpose

The purpose of the inspections will be to ensure that the participants are complying with their maintenance responsibilities. Inspections will include the interior, exterior and adjacent grounds of the unit.

- a) **Notice:** A letter will be sent by regular mail notifying the participant of the upcoming inspection date. The letter shall state the date and time of the inspections whether it be quarterly, semi-annually, or annually.
- b) **Date:** The date set for the inspection will be at least two (2) weeks after the date the letter is sent.
- c) **Arrangements To Be Home for Inspections:** If the participant cannot be home on the date set forth in the first letter, participant must notify the HASFN immediately at least in 2 days before the day the inspection and make arrangements for a later time not to exceed ten (10) days from the date set in the first letter, or make arrangements to have a representative over eighteen (18) years of age present at the inspection.
- d) **Rating System:** The HASFN use as rating system for the conduct of inspections, "ACCEPTABLE" or "UNACCEPTABLE." If a dwelling unit receives a rating of unacceptable, the HASFN will conduct a follow-up inspection within thirty (30) days of the initial inspection.
- e) **Second Letter of Request:** If the Housing Inspector for the HASFN arrives to inspect the unit, only to find that no one is at home, the HASFN will send a second letter by regular mail and by certified mail, return

receipt requested, to the participant of the new scheduled date, which must not be less than seven (7) days from the date of the letter is mailed.

- f) **Failure to Allow Inspection:** If, not having heard from the participant, the Housing Inspector for the HASFN arrives to inspect the unit for the second time and no one is at home, the HASFN will proceed with enforcement action pursuant in the HASFN Collections and Evictions Policy.
- g) **Written Report:** After the inspection, the Housing Inspector will give the participant a written statement, signed by the Housing Inspector, of the conditions of the unit and equipment. If the participant concurs with the statement, the participant will sign a copy of the statement. If the participant does not concur, participant should list the objections in writing, and/or Housing Inspector must note all such objections on the statement. The written state of the condition of the unit will not limit the participant's right to claim later defects in construction that may be covered by warranties.

2) **Frequency of Inspections**

The HASFN shall and will conduct a complete interior and exterior examination of each unit/home and premises for the following situations:

- a) **Initial Move-In Inspection:** At the time of initial occupancy, a move-in inspection shall be conducted by the HASFN Housing Inspector and the participant. The participant may have a representative of their choice present at the initial inspection. At the conclusion of the initial inspection, the participant shall sign and inspection detailing any deficiencies in the unit.
- b) **First Year of Occupancy Inspections:** During the first 12 months of occupancy, a new participant shall have 4 quarterly inspections to allow the HASFN to monitor maintenance and warranty of the home during the first year of occupancy. Depending on the rating of the last two quarterly inspections performed, the HASFN will determine whether a participant requires continued quarterly inspections for next 12 months or moves to second year of occupancy inspections of semi-annually.
- c) **Second Year of Occupancy Inspections:** During the second 12 months of occupancy, a participant will be required to have semi-annual inspections. If during the last six month inspection, the HASFN will determine whether a participant continues to have semi-annual or move to the third year of occupancy inspections of once a year on their initial move in inspection date.
- d) **Third Year of Occupancy Inspections:** During the third 12 months of occupancy, a participant will be required to have annually inspections, if and only if the participant has had good standings on the second year semi-annual inspections
- e) **Follow-up Inspections:** The HASFN shall conduct a follow-up inspection to determine if the deficiencies identified in a previous inspection have

been corrected. The participant shall be notified, by regular mail, and given the opportunity to be present at the inspection. If the participant has not corrected the deficiencies, the lease agreement may be terminated in accordance with this policy, or the HASFN may perform the necessary work and charge the participant for the repair of any damages caused by the participants or their guests.

- f) **Opportunity to Cure Deficiencies:** If in the event an inspection requires a follow-up inspection to correct any deficiencies, the participant shall be notified by letter sent by regular mail of the deficiencies that need to be corrected and given a minimum of thirty (30) days to cure the deficiency.
- g) **Move-Out Inspections:** Upon termination of participation in the program, a move-out inspection will be conducted. The participant may have a representative of their choice present at the move-out inspection. At the conclusion of the inspection, the participant shall sign an inspection report detailing any deficiencies in the unit. Participants who fail to attend the move-out inspection (either in person or through a representative) waive their right to object to any deficiencies noted in the report and/or any charges assessed by the HASFN.
- h) **Other Inspections; Emergencies:** HASFN may inspect the unit at any other time for any reasonable purpose. HASFN shall provide the participant with prior notice of the inspection when possible under the circumstances and shall use its best efforts to minimize any disruption or inconvenience to the participant. HASFN may enter the unit at any time without notice to the participant in the event of an emergency, including but not limited to participant health or safety concerns, or imminent damage or destruction of the unit. HASFN shall notify the participants as soon as possible subsequent to the conduct of such emergency inspection.

3) **Counseling/Continuing Education**

Participants may be required to participate in ongoing educational programs regarding maintenance obligations, financial responsibility and other aspects of program participation or preparation for homeownership. Attendance is mandatory for all counseling sessions scheduled by the HASFN and participation in such programs is a condition of continued occupancy. If the participant fails to attend the counseling as required, the HASFN may commence termination proceedings pursuant to the HASFN Collections and Compliance Policy. Upon completing the mandatory counseling sessions, the HASFN may require the participant to enter into a binding agreement and/or impose a period of probation not to exceed a period of twelve (12) months in order to monitor payments, inspections, or other condition(s) resulting in non-compliance. Failure to comply with the binding agreement or to fulfill all terms and conditions of probation may result in termination proceedings pursuant to the HASFN Collections and Compliance Policy.

4) **Insurance**

The HASFN shall provide required insurance on the unit structure, including fire and extended coverage. The HASFN shall report all damages to the unit within 7 to 10 days of occurrence for claims processing. The HASFN insurance coverage does not include damages to the participant's personal property, the contents of the unit, and/or outbuildings and fencings. The participant may obtain insurance for personal property/contents at his or her own expense.

VIII. RECERTIFICATION OF PARTICIPANT STATUS

1) **Procedures**

For the purpose of determining the participant's payment, the HASFN shall examine the participant household's earnings and other income prior to initial occupancy and shall reexamine such income at least once a year thereafter.

- a) **Recertification Schedule:** The participant's "recertification schedule" shall coincide with initial date of occupancy. The re-examination process shall commence at least three (3) months prior to the effective date of recertification to allow sufficient time for the HASFN staff to verify all information provided by the participant. The participant will be notified of the need to recertify and set a date/time for the recertification. Monthly payments shall not be adjusted between dates of annual recertification except as provided in Section B, below.
- b) **Recertification Packet Forms:** The participant shall be required to complete and sign a recertification packet annually. All entries are to be made in ink only. Changes or corrections are to be initialed and dated by the person making such changes.
- c) **Records Retention:** Data assembled at the time of recertification is to be filed in the folder set up for the participant at the time of admission.

2) **Interim Recertification of Income and/or Household Status**

In addition to submitting such information as may be required at the time of annual recertification. **Participants have an affirmative duty to report immediately income changes or household status to the HASFN.**

- a) **Circumstances Requiring Interim Recertification:** Participants are required to report immediately the occurrence of one or more of the following circumstances.
 - i. Income Increase – participant will only report new income when no income is being reported.
 - ii. Income Loss
 - iii. The loss of any household member through death, divorce, or other circumstances; and/or
 - iv. The addition of a household member by marriage, birth, or other circumstances.

- b) Any participant who reports a change in family circumstances (such as a decrease in income or a change in family composition) shall be given an interim income determination and upon verification, the monthly payment shall be adjusted.
 - c) Adjustments that decrease a participant's monthly payment are to be made effective on the first day of the month following the income change, provided that no downward monthly payment adjustments are to be processed until the alleged changes in circumstances have been substantiated. Payments that are increased due to an income change, a participant will receive a thirty (30) day notice of payment change.
- 3) **Verification of Documentations**
To ensure the accuracy of the data upon which determination as to be eligibility for the continued occupancy and changes in required monthly payments are made (either by scheduled recertification or an interim recertification), the information submitted by the participant household shall be verified. Verification procedures are the same as those described in Section III.2.
- 4) **Required Action Following Recertification**
Within thirty (30) days of receiving the recertification packet and all required supporting documentation, the HASFN shall notify the family in writing of any changes to be made to the participant's payment or any compliance issues or concerns.
- 5) **Failure to comply with Annual Recertification**
If the participant fails to respond to the letter requesting recertification information, a written notice, by certified mail with return receipt requested, will be mailed with a deadline for submission of information. If the participant fails to provide the information requested by the due date, it shall be deemed a violation of this policy, which may result in termination. In addition, participants who fail to report upward changes in income may be liable for additional amounts due to the HASFN. Participants who fail to report downward changes in income shall not be entitled to any retroactive adjustment of rent.

IX. CONVEYANCE

- 1) **Purchase Option**
Participants in the Lease Option Homeownership Program will be given the opportunity to purchase their home in accordance with this Section and when all obligations of participation in the Lease Option/Homeownership Program have been satisfied. HASFN is the record owner of the home, and the HASFN may terminate the lease agreement for any non-compliance violation of the agreement. The participant may terminate at any time by giving thirty (30) day written notice.

2) Purchase Price Schedule

When the participant is admitted into the program, a purchase price schedule/amortization schedule will be provided, containing the following information:

- a) The initial purchase price for the home;
- b) The amount by which the purchase price drops each month of participation, and declining price of purchase each month over the term of the lease agreement, which shall be twenty-five (25) years or three hundred (300) months.
- c) Where the HASFN has used a constructive interest rate to compute the declining purchase price, the interest rate used.
- d) The approximate date on which the purchase price drops to is zero.

3) Purchase Price

- a) **Initial Purchase Price:** For a new project, and for the original homebuyer, the initial purchase price is determined by the total development cost, the size, and the type of home being purchased.
- b) **Subsequent Purchase Price:** The subsequent purchase price is determined by HASFN, to approximate the actual value of the home at the time of admission. HASFN may determine the subsequent purchase price by:
 - i. Appraised or market value, including comparable appraisals or similar units in the same or similar communities;
 - ii. Current replacement cost, determined by any reasonable method;
 - iii. Using the remaining purchase price of the home listed on the original purchase price schedule, in combination with an appropriate “age” of home, which is developed by judging years of use and actual condition or aging of the home;
 - iv. Any combination of these or other methods that will approximate actual value.

4) Conveyance Eligibility

A unit shall be eligible for conveyance to the participant, and the HASFN shall convey such unit, when the participant:

- a) Have met all of the obligations of participation in the Lease Option Homeownership Program set forth in this policy, and
- b) The established purchase price of the unit has been paid or a period of twenty-five (25) years has elapsed since the participant’s initial occupancy of the unit.

The unit shall be conveyed to the tribal member(s) who initially qualified for the program participation based in part on such tribal membership, regardless of whether the lease agreement also was executed by a spouse or co-habitant.

5) Conveyance Procedure

Within thirty (30) days of the anticipated conveyance date, the HASFN shall provide the participant with written notice of the anticipated payoff amount by certified mail with return receipt requested. The notice shall include, at a minimum: a statement of the balance owed; the approximate date of payoff; and an estimate of all required charges, fees, and costs to be paid by the participant at the time of settlement. The HASFN representative shall prepare all the necessary documents and perform all required actions to enable the home to be conveyed. The HASFN shall verify all financial accounts and documents to ensure accuracy. Once the participant has paid off the balance of the home and other necessary settlement costs, notification shall be made to the participant of the closing date. At the closing, the participant and a duly-authorized representative of the HASFN shall execute all the required documents and legal instruments necessary to effectuate the conveyance of title to the unit. The participant shall receive a copy of the settlement statement detailing all charges and a copy of the Warranty Deed or other instrument of conveyance. The HASFN may, but is not required to, provide an abstract of Dwelling unit at the time of conveyance.

6) Limitations

The timelines and procedures set forth in Section 9 may vary for the conveyance of homes with special land status considerations (such as home situated on trust or restricted Indian Land).

7) Disposition of Proceeds/Settlement of Account

Any remaining balance due to the participant(s) after closing shall be mailed to the participant within ten (10) days of the closing date.

X. SUCCESSORSHIP

1) General

A successor in interest is a person who assumes all the rights and responsibilities of the preceding participant in accordance with the requirements of this section. A successor in interest must take the unit “as is.” Except for a surviving spouse, the determination or designation of a successor by the HASFN is subject to approval of the Housing Board of Commissioners.

2) Designation of Successor

At the time the lease agreement is executed, the participant(s) shall designate a successor in interest who would assume all rights and obligations of participation in the program upon the occurrence of a recognized event. The designation may be changed at any time, provided that such changes must be made in writing on the form prescribed by the HASFN. The form of Designation of Successor set forth at Appendix H of this policy hereby is adopted and incorporated by reference.

3) Events Authorizing Successorship

In the event of death and/or physical or mental incapacity of the participant(s), the person(s) designated as successor may succeed to the rights and responsibilities of the participant(s), provided that all eligibility and other requirements set forth in this policy are met.

4) Situations Where Successorship Will Not be Recognized

Subject to Section X.8, below, the designated successor shall not succeed if the lease agreement is terminated for any reason other than death and/or physical or mental incapacity of the participant(s). A surviving spouse of a participant (who does not otherwise qualify for program participation) shall have the option to purchase the unit from the HASFN in the event of the participant's death, which shall be superior to the rights of any designated successor(s), provided that the surviving spouse was residing in the unit at the time of the participant's death and further provided that the option to purchase is executed within (6) months of the Participant's death. The purchase price shall be the amount remaining on the participant's established payment schedule, and such amount must be paid in full within the six (6) month period. The rights of surviving spouses with children are addressed under Section X.9, below, and such provision also governs and controls over any successorship designation. For purposes of this policy, "Surviving Spouse" means and refers to the lawful, living spouse of the participant who was married to the participant pursuant to the statutory procedures set for in 43 O.S., 1-20 and who is not divorced from the participant. Non-ceremonial ("Common-Law") marriages and other marriages not meeting all Oklahoma State requirements will not be recognized by the HASFN for purposes of this Policy.

5) Additional Requirements

The designated successor shall assume all rights and obligations of the former participant(s), including all outstanding amounts owed. The designated successor shall execute a new lease agreement prior to occupancy and must meet all eligibility and selection requirements at the time the agreement is executed. The successor must be a first-time recipient of Lease Option/Homeownership program from the HASFN and must intend to occupy the program unit as his/her primary residence.

6) Procedure in the Event of Disqualification of the Designated Successor

In the event that the successor is not eligible or qualified to succeed the original participant, the HASFN may allow the successor to purchase the unit for the amount remaining on the participant's established payment schedule. Such amount must be paid in full within the six (6) months of the date of the original participant's death or incapacity. If the designated successor is not eligible or does not meet admissions standards and is unable to purchase the unit for the unpaid amount, the HASFN may designate an alternate successor or place the next eligible family from the waiting list in the unoccupied unit.

7) Special Provision Regarding Divorce

The participant(s) shall notify the HASFN in writing within ten (10) days of the filing of a divorce action, and such notice shall advise the HASFN that an action has been filed, the jurisdiction of the proceeding, and the case number. The program unit is the sole property of the HASFN and shall not be considered part of the parties' marital estate. Subject to Section X.9 of this policy, the Housing Board of Commissioners may reassign the unit to one of the parties according to the following factors:

- a) Custodial arrangements for minor children;
- b) The basis of the initial determination to award housing assistance (i.e., considerations such as tribal membership and age);
- c) Whether the unit is on a donated land site and, if so, whether the adjoining land remains in the possession of one party's extended family; and
- d) Each party's respective ability to satisfy all terms and conditions of program participation, including financial and maintenance obligations.

8) Special Provision Regarding Trust, Restricted, or Donated Land

In case of trust, restricted or other special land considerations, the HASFN shall review applicable statutes and requirements prior to approving a successor or designating a subsequent participant. The lease agreement may be modified to accommodate any special land status considerations. When succession occurs on a home built on donated land, the HASFN shall use its best efforts to keep the home in possession of that family.

9) Special Provision Regarding Minor Children

After the occurrence of death, physical, or mental incapacity of the participant(s), and if there is no qualified/eligible successor designated on the lease, the HASFN may permit the surviving parent or other adult who has been appointed legal guardian of the children to occupy the home under a lease agreement. The surviving parent or guardian shall be responsible for performing the duties and obligations of the lease agreement on behalf of the children. This arrangement will remain intact until the oldest child reaches the age of eighteen (18) years, at which time that person may become the head of household and succeed to the status of program participant, if qualified. After the youngest child reaches the age of eighteen (18) years and in the event not qualified child of the household has succeeded to the status of a program participant, the surviving parent shall purchase the home from the HASFN or vacate the unit within the six (6) months. The purchase price of the unit shall be the amount remaining on the participant's established payment schedule, and such amount must be paid in full within the six (6) months period. If at any time prior to the youngest child reaching the age of eighteen (18) years, the surviving parent or legal guardian is not longer will or able to perform the obligations and duties of the agreement, and no other guardian is appointed, possession of the home shall revert back to the HASFN. Base rent shall be computed and collected throughout the period of occupancy, and shall be credited to the purchase price of the home in the event of purchase.

XI. MISCELLANEOUS PROVISIONS

1) Confidentiality

Pursuant to Part 256 of 25 CFR, all information obtained by the HASFN in order to establish suitability for program participant shall be kept strictly confidential. Additional disclosures of the information may occur during program reviews or audits, investigations by authorized law enforcement personnel or as necessary to comply with any reporting requirements of the tribe or its funding agencies.

2) Limitation of Liability; Indemnification

The HASFN and/or the Sac and Fox Nation of Oklahoma shall not be liable to the participant or any of the participant's household members, visitors, or patrons for any damage to person or property caused by any action, omission or negligence of the participant or any other participant of the program. Further, the participant agrees to hold the HASFN and the Sac and Fox Nation of Oklahoma harmless from any claim, obligation, liability, loss, damage or expense, including without limitation attorney's fees and court costs, arising from any condition or natural feature---known or unknown---affecting the premises.

3) Disposition of Personal Property

In the event of abandonment or termination of program participant, the HASFN may remove and dispose of any personal property left remaining in the program unit for a period of fifteen (15) days following the date of abandonment and/or termination.

4) Grievance

The complainant has the right to review all files and documents that were used by the HASFN in its original decisions. This includes name of witnesses or parties who have made complaints if such parties' statements were used by the HASFN in its original decision pursuant to HASFN Grievance Policy, II.2.h.

5) Appeals

Participants may appeal a denial of service or any other qualifying decision or action relating to implementation of this policy pursuant to the HASFN Grievance Policy and Procedures.

XII. APPENDICES

A – Definitions

B – Preference Points

C – Income Limits

D – Application

E – Lease Option lease

F – Statement of Particulars

G - Income Guidelines

APPENDIX A – DEFINITIONS

Adjusted Income – The annual income that remains after excluding the following amounts (See NAHASDA, § 4.):

- 1) Youths, Students, and Person with Disabilities - \$480 for each member of the family residing in the household (other than the head of the household or the spouse of the head of the household) who is under 18 years of age; or who is 18 years of age or older and a person with disabilities or a full time student.
- 2) Elderly and Disabled Families - \$480 for an elderly or disabled family.
- 3) Medical and Attendant Expenses – The amount by which 3 percent of the annual income of the family is exceeded by the aggregate of:
 - a) Medical Expenses, in the case of an elderly or disabled family; and
 - b) Reasonable attendant care and auxiliary apparatus expenses for each family member who is a person with disabilities, to the extent necessary to enable any member of the family (including a member who is a person with disabilities) to be employed.
 - c) Child Care Expenses – child care expenses, to the extent necessary to enable another member of the family to be employed or to further his or her education.
 - d) Earned Income of Minors – The amount of any earned income of any member of the family who is less than 18 years of age.
 - e) Travel Expenses – Excessive travel expenses, not to exceed \$25 per family per week, for employment – or education –related travel.
 - f) Other Amounts – such other amounts as may be provided in the Indian Housing Plan for an Indian tribe.

Annual Income – Annual income as reported under the Census long form for the most recent available decennial Census. This definition includes:

- 1) Wages, salaries, tips, commissions, and similar income;
- 2) Self-employment income;
- 3) Farm self-employment income;
- 4) Interest, dividends, net rental income, or income from estates, or trusts;
- 5) Social-security or railroad retirement;
- 6) Supplemental Security Income, Aid to Families with Dependent Children, or other public assistance or public welfare programs;
- 7) Retirement, survivor, or disability pensions; and
- 8) Any other sources of income received regularly, including periodic per capita payments by an Indian tribe of tribal gaming revenues, Veterans' (VA) payments; unemployment compensation, and alimony.

Applicant – A person who has applied for housing assistance.

Board of Commissioners – The Board of Commissioners of the Housing Authority of the Sac and Fox Nation.

Ceiling Rents – A ceiling rent (sometimes called a maximum rent) provides a cap on the amount of rent a family can be charged. The ceiling rent caps the total tenant payment (TTP), the amount the family must pay to cover both shelter and a reasonable amount of utilities. (HUD-PIH 98-41)

CFR – Code of Federal Regulations

Controlled Substances – Drugs and other substances that are considered controlled substances under the Controlled Substances Act (CSA) are divided into five schedules. An updated and complete list of the schedules is published annually in **Title 21 Code of Federal Regulations (C.F.R.) §§ 1308.11 through 1308.15**. Substances are placed in their respective schedules based on whether they have a currently accepted medical use in treatment in the United States, their relative abuse potential, and likelihood of causing dependence when abused. Some examples of the drugs in Schedule I are listed below.

Schedule I Controlled Substances

Substances in this schedule have no currently accepted medical use in the United States, a lack of accepted safety for use under medical supervision, and a high potential for abuse.

Some examples of substances listed in Schedule I are: heroin, lysergic acid diethylamide (LSD), marijuana (cannabis), peyote, methaqualone, and 3,4-methylenedioxymethamphetamine ("Ecstasy").

Dependent – A member of the family household (excluding foster children) other than head of household or spouse, who is under 18 years of age or is over 18 and a disabled person, handicapped person, or is a full-time student. (24 CFR §913.102)

Disabled Person – A person under a disability, as defined in Section 223 of the Social Security Act (42 U.S.C. 423) or in Section 102 of the Developmental Disability Services Facilities Construction Amendments of 1970 (42 U.S.C. 27691(1)). Section 223 of the Social Security Act defines disability as:

- 1) Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or
- 2) In case of an individual who has attained the age of 55 and is blind (within the mean of “blindness” as define in Section 416(I) (1) of the Act), inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which she/he has previously engaged with some regularity and over a substantial period of time.

Section 102(s) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970 defines disability as:

“...a disability attributable to mental retardation, cerebral palsy, epilepsy, or another neurological condition of an individual found by the Secretary of Health, Education, and Welfare to be closely related to mental retardation or to require treatment similar to require for mentally retarded individuals, continued or can be

expected to continue indefinitely, and which constitutes a substantial handicap to such individuals.”

Disabled Family – A family whose head of household or spouse, or whose sole member is a person with disabilities. Such term includes two (2) or more persons with disabilities living together, and one (1) or more such person living with one (1) or more persons determined under the Housing Authority’s Indian Housing Plan to be essential to the care or well-being of said person with disabilities.

Displaced Family – A person or a family displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.

Drug-Related Criminal Activity – means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell distribute, or use of a controlled substance,(as such term is defined in Section 102 of the Controlled Substances Act). (See NAHASDA § 4.)

Effective Date – 1) in case of an examination for admission, the effective date of initial occupancy, and 2) in the case of recertification of an existing family, the effective date of the re-determined Total Tenant Payment.

Elderly Family – A family whose head of household or spouse or whose sole member is at least 62 years of age, disabled or handicapped; or one or more such persons living with another person who is determined to be essential to his or her care and well-being.

Elderly Person – A person 62 years of age or older. (See NAHASDA §4)

Equity Payments Account – A homebuyer account in the Mutual Help/NAHASDA Lease Option/Homeownership program credited with the amount by which each required monthly payment exceeds the administration charge. Equity funds constitute a portion of the monthly homebuyer payment.

Executive Director – The Executive Director of the Housing Authority of the Sac and Fox Nation or any employee of the Housing Authority to who the Executive Director has designated authority over specific matters.

Family – Two or more persons sharing residency whose income and resources are available to meet the family’s needs and who are either related by blood, marriage, or operation of law, or have evidenced a stable family relationship; including a family with or without children; an elderly family; a near-elderly family; a disabled family; or a single person, including a single person who is elderly, near-elderly, or disabled. (25 CFR §1000.10(b))

Full-Time Student – A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

Grievance – Any dispute which a tenant may have with respect to any HASFN action or failure to act in accordance with the individual tenant’s lease or HASFN regulations which may adversely affect the tenant’s rights, duties, welfare, or status.

Grievance Hearing – An opportunity for a tenant family to present written or oral objections to HASFN’s determinations of denial or termination of assistance, amount of the Total Tenant Payment, unit size, or occupancy requirements.

HASFN – Means the Housing Authority of the Sac and Fox Nation and HASFN’s employees.

Head of Household – A person who assumes legal and moral responsibility for the household.

HUD – Means the United States Department of Housing and Urban Development.

Indian/Alaska Native – Any person who is a member of a federally or state recognized tribe.

Indian Area – The area within which a tribally designated housing entity is authorized by one or more Indian tribes to provide assistance under this Act for affordable housing.

Indian Housing Plan – A plan under NAHASDA § 102.

Indian Tribe – The term “Indian Tribe means a tribe that is federally recognized or state recognized. In the term of “**federally recognized tribe**” means any Indian tribe, band, nation, or other organized group or community of Indians, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians pursuant to the Indian Self-Determination and Education Assistance Act of 1975. In the term “**state recognized tribe**” means any tribe, band, nation, pueblo, village, or community

- 1) That has been recognized as an Indian tribe by any State; and
- 2) For which an Indian Housing Authority has, before the effective date under section 705, entered into a contract with the Secretary pursuant to the United States Housing Act of 1937 for housing for Indian families and has received funding pursuant to such contract within the 5-year period upon such effective date.

Lease Agreement – An agreement between the HASFN and a participant for a unit subject to the Lease Option Homeownership Program and any accompanying lease or lease agreement.

Live-in Aide – A person who resides with an elderly, handicapped, or disabled person or persons, and who is determined by HASFN to be essential to the care and well-being of the person(s); is obligated to support the family member for who is being provided; and would not be living in the unit except to provide the necessary supportive services.

Low Income Family – A family who annual income does not exceed 80 percent of the median income for the area, as determine by HUD, with adjustments for smaller and larger families, subject to any variations in the percentage limitation for specific area required by HUD. The

income limits as annually determined and published by HUD for the counties served by the HASFN shall be posted in the HASFN office, and the HASFN will provide copies to applicants and participants upon requests. (NAHASDA § 4)

Median Income – The greater of the median income for the area within which the HASFN is authorized by the Sac and Fox Nation to operate affordable housing programs, as determined by HUD; or the median income for the United States (NAHASDA § 4 and 25 CFR § 1000.10(b))

Minor or Minor Children – A minor is a person less than 18 years of age. An unborn child will not be considered a minor.

Monthly Adjusted Income – One-twelfth of adjusted annual income.

Monthly Income – One-twelfth of annual income.

NAHASDA – Native American Housing Assistance and Self-Determination Act of 1996 (25 USC 4101)

Participant – Any person who participates in the Lease Option Homeownership Program administered by the HASFN.

Payment Agreement - A form signed by a participant or tenant family, declaring intent to reimburse HASFN for amounts HASFN paid for special charges on behalf of the participant or tenant family or a payment plan for overdue rent payments. Payment agreement shall not exceed a 6-month period and one per calendar year.

Single Person – A person living alone or intending to live alone who does not qualify as an Elderly family, displace person, or the remaining member of a tenant family (24 CFR 912.2)

Social Security Number (SSN) – The number assigned to a person by the Social Security Administration of the U.S. Department of Health and Social Services (DHSS), and that identifies the record of the person's earnings that are reported to the Administration.

Spouse – The husband or wife of the head of the household.

Unit – The unit refers to any dwelling a family occupies or is interested in occupying, whether it is an apartment or single-family dwelling.

Utilities – Utilities mean water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewer services. Telephone service is not included as a utility.

Very Low Income – The very-low-income criteria is defined as 50 percent or less of median income for the respective communities.

Veteran – Any person serving on active duty in any branch of the U.S. Armed Forces in excess of 181 days or an individual who has been honorably discharged from the Armed Forces of the

United States. A veteran does not include a person enlisted and accepted for active training only for a period of six months or less.

Waiting List – A list of applicants interested in one or more programs offered by HASFN.

APPENDIX B – INCOME LIMITS

INCOME LIMITATIONS – HASFN is mandated to serve the housing needs of low income families. To be eligible the family's annual income must meet the requirement set out as follows:

Maximum Income: The family's annual income cannot exceed the applicable income limits for admissions established by the Federal regulations. The highest income limit for all areas served by the HASFN as annually published by HUD Southern Plains ONAP shall be incorporated into this policy by reference, becoming immediately effective upon receipt by HASFN, and shall be used for all families applying for HASFN housing programs.

Minimum Income: Families must have sufficient income to make monthly house payments, utility payments and perform maintenance of the home. To be eligible the family's income must equal or exceed 50 percent of the area median income as annually published by HUD Southern Plains ONAP. Updated limits shall be incorporated into this policy by reference, becoming immediately effective upon receipt by the HASFN, and shall be used for all families applying for HASFN housing programs.

APPENDIX C – PREFERENCE POINTS AND POINT DEDUCTIONS

Preference Points

1) Enrolled SF Tribal Member	20
2) Other Tribe	4
3) Non-Indian	0

Other Criteria Points

1) Veteran	5
2) Elder (62 years of age or older)	2
3) Near Elder (55 – 61)	2
4) Handicap	1

Negative Criteria Points

1) No Response	-2
2) Decline Unit	-2
3) Served Once	-2
4) Delinquency (utilities)	-2
5) Owes HASFN	-5
6) Owes Other Public/Indian Housing	-5
7) Previous MH Homeowners	-5
8) Negative Resident Screening	-5
9) No Income	-5

Listing Approved by the BOC 05/23/2016

APPENDIX - D

Housing Authority of the Sac and Fox Nation

201 N. Harrison • P.O. Box 1252 • Shawnee, OK 74801 • Ph (800)831-7515 • (405)275-8200 • Fax (405)275-8203



The housing assistance programs currently offered by the Housing Authority of the Sac and Fox Nation are listed below. Please see any of our staff if you have any questions or need assistance in determining which program will fit your needs.

Emergency/Temporary Housing – NAHASDA funded program designed to assist Native Americans who are in emergency situation with decent, safe, and sanitary housing within Sac and Fox Nation jurisdictions on a temporary basis. Income guidelines are 80% of Median Income or below.

- A household member must be a member of a federally recognized tribe or state recognized tribe. Preference will be given to enrolled Sac and Fox tribal members.
- Must be homeless & living in a shelter, displaced due to domestic violence or natural disaster, or have a financial or medical hardship. **All hardships must be verified.**
- Must have adequate income to support a rental payment.
- Criminal background check is conducted.

Low Rental Housing – Federally funded program designed to assist Native Americans with rental units the HASFN maintains and manages. Waiting lists are maintained. Income guidelines are 80% of median income or below.

- A household member must be a member of a federally recognized tribe or state recognized tribe. Preference will be given to enrolled Sac and Fox tribal members.
- Must have adequate income to sustain rent and utilities.
- Criminal background checked is conducted.
- Unit size is based upon family size.
- Pets are allowed but must meet policy requirements. **Wikipapi Apartments – NO PETS ALLOWED.**

Lease Option Housing Program – The Lease Option Program is “geared” to allow participant the flexibility of a twenty-five year lease with the option to purchase the home at any time during the period of the lease. Monthly payments are based on an annual income, and shall not exceed 30% of income.

- A household member must be a member of a federally recognized tribe or state recognized tribe. Preference will be given to enrolled Sac and Fox tribal members.
- Must have adequate income to sustain rent and utilities.
- Criminal background checked is conducted.
- Unit size is based upon family size.
- Must not previously own a home through the HASFN or other public or Indian housing authorities

AN INCOMPLETE APPLICATION WILL NOT BE ACCEPTED AND WILL BE RETURNED. A FAXED OR EMAILED APPLICATION WILL NOT BE ACCEPTED.

Warning: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements of misrepresentation to any Department or Agency of the U.S. to any matter within its jurisdiction.

ANSWER ALL QUESTIONS LEGIBLY. DO NOT LEAVE ANY BLANKS ON THE APPLICATION. USE N/A, NO, OR SIMPLY PRINT "I DON'T KNOW," INSTEAD OF LEAVING THE QUESTIONS BLANK.

REQUIRED DOCUMENT CHECKLIST:

- ___ **1. BIRTH CERTIFICATES** – Copies needed for ALL family members.
- ___ **2. SOCIAL SECURITY CARDS** – Copies needed for ALL family members.
- ___ **3. CURRENT AND VALID DRIVER'S LICENSE/STATE-ISSUED ID** – Copies needed for ALL family members 18 years old and older.
- ___ **4. CERTIFICATE OF DEGREE OF INDIAN BLOOD** – Official statement of documentation from enrolled tribal entity verifying tribal affiliation and degree for ALL family members.
- ___ **5. BENEFITS RECEIVED** – Statement of verification from Social Security, Veterans Administration, Retirement, Department of Human Services, and/or Child Support, etc.
- ___ **6. MARRIAGE LICENSE/COMMON LAW STATEMENT/DIVORCE DECREE** – All households must have one or the other except for single head of household.
- ___ **7. INCOME VERIFICATION** – The form enclosed is to be completed by your employer indicating the number of hours worked per week and the rate of pay. COPIES OF CURRENT CHECK STUBS (PAST 60 DAYS) ARE ACCEPTABLE.
- ___ **8. AUTHORIZATION FOR RELEASE OF INFORMATION** – Applicant and all household members above the age of 18 years old.
- ___ **9. VERIFICATION OF LANDLORD REFERENCE** – The form is to be completed by your current/former landlord and/or the person in which you are living with.
- ___ **10. DECLARATION OF 214** - Copies and signatures for ALL family members.
- ___ **11. CONSENT TO PERFORM CRIMINAL HISTORY BACKGROUND AND REFERENCE CHECK-IN** –Applicant and all household members above the age of 18 years old.
- ___ **12. SIGNATURES** – Everyone over the age of 18 living in the household MUST sign where designated.
- ___ **13. VETERAN AND/OR CERTIFIED DISABILITY STATUS** – Veteran – DD214 Form; Certified Disability – Doctor's Statement

NOTICE

IT IS YOUR RESPONSIBILITY TO UPDATE YOUR APPLICATION EVERY YEAR FROM THE DATE YOU APPLIED OR LAST UPDATE. YOU WILL BE TAKEN OFF THE WAITING LIST IF NO UPDATE IS COMPLETED.

WHEN THE TIME COMES TO UPDATE, YOU MAY PICK UP AN UPDATE FORM FROM THE FRONT DESK OR REQUEST TO HAVE ONE SENT TO YOU. AN UPDATE FORM WILL NOT BE SENT TO YOU IF YOU DID NOT REQUEST IT.

Housing Management Staff



Housing Authority of the Sac and Fox Nation

201 N. Harrison/P.O. Box 1252

Shawnee, OK 74801

Phone 405-275-8200 Toll Free 800-831-7515 Fax 405-275-8203

APPLICATION PACKET

COMPLETE IN BLACK OR BLUE INK ONLY (NO PENCIL/NO WHITE OUT)

Name

Date

Mailing Address

City State Zip Code

Work Phone Home Phone/Cell

FOR OFFICE USE ONLY:

RECEIVED BY:

DATE/TIME:

FORWARD TO:

EMERGENCY CONTACT NAME: _____ PHONE: _____

ADDRESS : _____

HOUSEHOLD COMPOSITION:

FULL NAME(S) of all Household Members Last, First, Middle	Relation to Head	Sex M/F	Date of Birth	List Tribe	Social Security Number ***Required***
1	Head				
2	Spouse				
3					
4					
5					
6					
7					
8					

Are there family members temporarily absent? ____ Yes ____ No If so, whom: _____

Where are they residing? _____ When are they expected to return? _____

TOTAL HOUSEHOLD INCOME: List all money earned or received by everyone living in your household. This includes money from wages, self-employment, child support, social security, contributions, disability payment, workman's compensation, retirement benefits, AFDC, veteran's benefits, and all other sources.

Approved by the Board of Commissioners on October 1, 2009 by Resolution #2009-22.

Revised on September 5, 2019, Resolution #2019-56

Household Member(s)	Employer Name/Address	Weekly Wages	Other:AFDC, WC	Other:SSI/Disability

NEXT OF KIN: List two (2) next of kin.

NAME	ADDRESS	PHONE	RELATIONSHIP
1			
2			

HOUSING STATUS:

1. Are you or any family member handicapped or disabled? ☐ Yes ☐ No (If yes, please provide documentation with application.)
2. Certified Disability? ☐ Yes ☐ No (If yes, please provide documentation with application.)
3. Are you a Veteran? ☐ Yes ☐ No (If yes, please provide documentation with application.)
4. Are you currently displaced? ☐ Yes ☐ No (Displaced – This category includes only those households displaced by governmental action, or whose dwelling has been extensively damaged or destroyed by extreme weather, fire, or other involuntary act. Persons displaced by reasons of misconduct or failure to meet financial obligations are specifically excluded from priority consideration under this category.)
5. Are you or any family member a full time student? ☐ Yes ☐ No
6. Do you have any CHILD CARE EXPENSES? ☐ Yes ☐ No If yes, please provide a notarized statement from the child care provider stating how many hours child care is provided and how much per hour is paid for each child.
7. Have you or any family member named on the application ever been convicted for using, dealing, manufacturing illegal drugs, or violent criminal activity? ☐ Yes ☐ No
8. Have you or any family member named on the application ever been convicted of a crime? ☐ Yes ☐ No If yes, when and what crime committed? _____
9. Do you or any family member named on the application use any Schedule 1 drug classified by the Controlled Substances Act, including marijuana regardless of medical or recreational use under any state law? ☐ Yes ☐ No
10. Do you currently own your home? ☐ Yes ☐ No
11. Have you or any member of the household ever received housing services from another Tribe, Tribal Housing Authority, or Public Housing Authority? ☐ Yes ☐ No If yes, which one? _____
12. Have you been evicted from a home? ☐ Yes ☐ No If yes, please explain: _____
13. Please list all vehicles that will be parked at the residence. Any additional vehicles please provide list on another paper.
Vehicle 1: Year: _____ Make: _____ Model: _____
Vehicle 2: Year: _____ Make: _____ Model: _____

TYPES OF HOUSING ASSISTANCE SERVICES AVAILABLE (CHECK THE TYPE OF ASSISTANCE NEEDED)

☐ Lease Option

☐ Low Rental

☐ Emergency (Shawnee only)

<input type="checkbox"/> Shawnee	<input type="checkbox"/> Davenport
<input type="checkbox"/> Cushing	<input type="checkbox"/> Prague
<input type="checkbox"/> Chandler	<input type="checkbox"/> Agra
<input type="checkbox"/> Meeker	<input type="checkbox"/> Stroud

<input type="checkbox"/> Shawnee
<input type="checkbox"/> Stroud
<input type="checkbox"/> Cushing

201 N. Harrison • P.O. Box 1252 • Shawnee, OK 74801 • Ph (800)831-7515 • (405)275-8200 • Fax (405)275-8203



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AUTHORIZATION FOR RELEASE OF INFORMATION

CONSENT: I authorize and direct any Federal, State, or local agency, organization, business, or individual to release to HOUSING AUTHORITY OF THE SAC AND FOX NATION any information or materials needed to complete and verify my application for participation, and/or to maintain my continued assistance under the Section 8, Rental Rehabilitation, Low-Income Public and Indian Housing, and/or housing assistance programs. I understand and agree that this authorization or the information obtained with its use may be given to and used by the Department of Housing and Urban Development (HUD) in administering and enforcing program rules and policies.

INFORMATION COVERED: I understand that, depending on program policies and requirements previous or current information regarding me or my household may be needed. Verifications inquiries that may be requested but are not limited to:

IDENTITY AND MARITAL STATUS

EMPLOYMENT, INCOME, ASSETS

RESIDENCES AND RENTAL ACTIVITY

MEDICAL OR CHILD CARE ALLOWANCES

CREDIT AND CRIMINAL ACTIVITY

I understand that this authorization cannot be used to obtain any information about me that is not pertinent to my eligibility for and continued participation in a housing assistance program.

GROUPS OR INDIVIDUALS THAT MAY BE ASKED: The groups or individuals that may be asked to release the above information (depending on program requirements) included, but are not limited to:

PREVIOUS LANDLORDS

PAST AND PRESENT EMPLOYERS

VETERANS ADMINISTRATION

COURTS AND POST OFFICES

WELFARE AGENCIES

RETIREMENT SYSTEMS

SCHOOLS AND COLLEGES

STATE UNEMPLOYMENT AGENCIES

BANKS/FINANCIAL INSTITUTIONS

LAW ENFORCEMENTS AGENCIES

SOCIAL SECURITY ADMINISTRATION

CREDIT PROVIDERS/CREDIT BUREAUS

SUPPORT AND ALIMONY PROVIDERS

MEDICAL AND CHILD CARE PROVIDERS

UTILITY COMPANIES

COMPUTER MATCHING NOTICE AND CONSENT: I understand and agree that HUD or the Public Housing Authority may conduct computer matching programs to verify the information supplied for my application or recertification. If a computer match is done, I understand that I have a right to notification of any adverse information found and a chance to disprove that information. HUD may in the course of its duties exchange such automated information with other Federal, State, or local agencies, including but not limited to: State Employment Security Agencies; Department of Defense; Office of Personnel Management; the U.S. Postal Service; the Social Security Agency; and State Welfare and Food Stamp agencies.

CONDITIONS: I understand that a photocopy of this authorization may be used for the purposes stated above. This authorization will stay in affect for a year and one month from the date signed.

SIGNATURES:

PRINTED NAME

SIGNATURE

DATE

HEAD OF HOUSEHOLD:	_____	_____	_____
SPOUSE:	_____	_____	_____
ADULT MEMBER:	_____	_____	_____
ADULT MEMBER:	_____	_____	_____

Warning: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements of misrepresentation to any Department or Agency of the U.S. to any matter within its jurisdiction.

Housing Authority of the Sac and Fox Nation

201 N. Harrison • P.O. Box 1252 • Shawnee, OK 74801 • Ph (800)831-7515 • (405)275-8200 • Fax (405)275-8203



RE: **Verification of Landlord Reference** (please return completed form to above address.)

Name: _____

The individual named above is an applicant/tenant for housing assistance which is subsidized through the U.S. Department of Housing And Urban Development. Federal regulations require that in order for the household to be eligible, we must verify the household's income, expenses, and other information using the third party written verifications. The information you provide will be used only for the purpose of determining the household's eligibility for the program and will be held in strict confidence. **We are required to complete our verification process in a short time period and would appreciate your prompt response to this request for information.**

I, the undersigned, do hereby authorize the release of the information requested to the Housing Authority of the Sac and Fox Nation.

Applicant/Tenant Signature: _____ Date: _____

(or see signed **Authorization for the Release of Information**)

Previous address: _____

Please provide the following information:

1. Did or does the tenant pay rent on time? _____ If no, please explain: _____
2. Does the tenant owe any money for rent? _____ Amount owed \$ _____
3. Were there any problems with the tenant disturbing neighbors? _____ If yes, please explain: _____
4. Length of tenancy: FROM: _____ TO: _____
5. Reasons for Moving: _____
6. Would you rent to this tenant again? _____

Any Further Comments: _____

Date: _____ Title: _____ Phone Number: _____

Signature: _____

Warning: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements of misrepresentation to any Department or Agency of the U.S. to any matter within its jurisdiction.

DECLARATION OF SECTION 214 STATUS

Notice to Applicants and Tenants: In order to be eligible to receive the housing assistance sought, each applicant, or recipient of, housing assistance must be lawfully within the United States. Please read the Declaration statement carefully, sign and return it to the Housing Authority office. Please feel free to consult with an immigration lawyer or other immigration expert of your choice.

I, _____, certify, under penalty of perjury¹, that to the best of my knowledge, I am lawfully within the United States because **(Please check appropriate box):**

- ☐ I am a citizen by birth, a naturalized citizen, or a national of the United States; or
- ☐ I have eligible immigration status and I am 62 years of age or older. Attach proof of age.²
- ☐ I have eligible immigration status as checked below (see reverse side of this form for explanations). Attach INS document(s) evidencing eligible immigration status and signed verification consent form.
 - ☐ Immigration status under §§ 101(a)(15) or 101(a)(20) of the Immigration and Nationality Act (INA)³
 - ☐ Permanent residence under § 249 of the INA⁴
 - ☐ Refugee, asylum or conditional entry status under §§ 207, 208 or 203 of the INA⁵
 - ☐ Parole status under § 212 (d)(5) of the INA⁶
 - ☐ Threat to life or freedom under §§243(h) of the INA⁷
 - ☐ Amnesty under § A of the INA⁸

(Signature)

(Date)

- ☐ Check box on left if signature is of adult residing in the unit who is responsible for the child named on the statement above.

HA: Enter INA/SAVE Primary Verification #: _____ **Date:** _____

1. Warning: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any manner within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

The following footnotes pertain to noncitizens who declare eligible immigration status in one of the following categories.

2. Eligible immigration status and 62 years of age or older. For noncitizens who are 62 years of age or older or who will be 62 years of age or older and receiving assistance under a section 214 covered program on June 19, 1995. If you are eligible and elect to select this category you must include a document providing evidence of proof of age. No further documentation of eligible immigration status is required.
3. Immigrant status under §101(a)(15) or 101(a)(20) of INA. A noncitizen lawfully admitted for permanent residence, as defined by §101(a)(20) of the Immigration and Nationality Act (INA), as an immigrant as defined by §101(a)(15) of the INA (8 U.S.C. 1101(a)(20) and 1101(a)(15) respectively [immigrant status]. This category includes a noncitizen admitted under §§210 or 210A of the INA (8 U.S.C. 1160 or 1161), [special agricultural worker status], who has been granted lawful temporary resident status.
4. Permanent residence under §249 of INA. A noncitizen who entered the U.S. before January 1, 1972, or such later date as enacted by law, and has continuously maintained residence in the U.S. since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under §249 of the INA (8 U.S.C. 1259) [Amnesty granted under INA 249].
5. Refugee, asylum, or conditional entry status under §§207, 208 or 203 in INA. A noncitizen who is lawfully present in the U.S. pursuant to an admission under §207 of the INA (8 U.S.C. 1157) [refugee status]; pursuant to the granting of asylum (which has not been terminated) under 208 of the INA (8 U.S.C. 1158) [asylum status]; or as a result of being granted conditional entry under §203(a)(7) of the INA (U.S.C. 1153(a)(7) before April 1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity [conditional entry status].
6. Parole Status under §212(d)(5) of INA. A noncitizen who is lawfully present in the U.S. as a result of an exercise of discretion by the Attorney General for emergent reasons or reasons deemed strictly in the public interest under §212(d)(5) of the INA (8 U.S.C. 1182(d)(5) [parole status].
7. Threat to life or freedom under §243(h) of INA. A noncitizen who is lawfully present in the U.S. as a result of the Attorney General's withholding deportation under 243(h) of the INA (8 U.S.C. 1253(h) [threat to life or freedom].
8. Amnesty under §245A of INA. A noncitizen lawfully admitted for temporary or permanent residence under §245A of the INA (8 U.S.C. 1255a) [amnesty granted under INA 245A].

**CONSENT TO PERFORM CRIMINAL HISTORY BACKGROUND CHECK IN COMPLIANCE
WITH THE FCRA (Fair Credit Reporting Act) and DOT Regulations**

Date:	DL#:	DL State
Last Name:	First Name:	Middle Name:
Current Address:		
City*	County*	State* Zip Code*
Date of Birth**	Social Security Number**	
Email Address*		

This authorization and consent for release of personal information acknowledges that **The Housing Authority of the Sac and Fox Nation**, Hereafter referred to as "Company") and/or its agent, **Investigative Concepts, Inc.**, may now, or at any time I am assigned to or am employed by this Company, conduct investigations whether the records are of a public, private or confidential nature. These investigations might include, but are not limited to, searches of educational institutions attended; state driving records; records of previous employment, including work history, efficiency ratings, complaints and grievances filed by or against me; records and recollections of attorney-at-law or of other counsel, whether representing me or any other person (in either a civil or criminal case in which I have been involved); records from the U.S. Veterans' Administration; criminal history information of file in local, state or federal agencies. After receiving an offer of employment, I understand that a workers' compensation report may be obtained from either the Department of Labor, National Personnel Records, the Industrial Commission or similar agencies under the provisions of the Fair Credit Reporting Act 15, USC section 1681 et seq. I also authorize the National Personnel Records Center, or other custodian of my military service record, to release to Investigative Concepts, Inc. the following information and/or copies of documents from my military service record: DD214, service record, and any disciplinary records.

I understand that these searches will be used to determine work assignment or employment eligibility under the Company's employment. Therefore, I authorize and consent for full release of records (either orally or in writing) to the authorized representatives of the Company. In addition, I release and discharge the Company and its agent and associates to the full extent permitted by law from any claims, damages, losses, liabilities, costs expenses or any other charge or complaint filed with any agency arising from retrieving and reporting this information. I understand that according to the Federal Fair Credit Reporting Act, I am entitled to know whether employment was denied based upon the information obtained and to receive, upon written request, a copy the background report. I understand that I may request a copy of the report from Investigative Concepts, Inc., at P.O. Box 471832 Tulsa, OK or telephone number 918-286-7059. After reading this document, I fully understand its contents and authorize the background verification.

I understand If I am applying for employment in **Oklahoma, Minnesota or California** I may request a copy of Consumer Report. To request a copy mark "yes" to the following. **I request a copy of my consumer report ☐ YES.**

I understand that if I am applying for employment in **New York**, that I have the right to receive a copy of Article 23-A of the New York Correction Law. To request a copy mark "yes" to the following. **I request a copy of my consumer report ☐ YES.**

I understand that if the report is provided to an employer in the State of Washington, that I can contact the State of Washington Attorney General, Consumer Protection Division, 800 5th Ave, Ste. 2000, Seattle, Washington 98104-3188, (206) 464-7744, for more information regarding my rights under Washington State law.

* AS SHOWN ON THE ORIGINAL APPLICATION

** TO BE USED ONLY FOR CRIMINAL HISTORY SEARCHES, AND NOT A PART OF THE PERSONNEL FILE.

I HEREBY CERTIFY THAT ALL INFORMATION PROVIDED IN THIS AUTOMATION IS TRUE, CORRECT AND COMPLETE. I UNDERSTAND THAT IF ANY INFORMATION PROVES TO BE INCORRECT OR INCOMPLETE THAT THE GROUNDS FOR THE CANCELING OF ANY AND ALL OFFERS OF EMPLOYMENT WILL EXIST, AND MAY BE USED AT THE DISCRETION OF THE ABOVE LISTED COMPANY.

Signed this _____ day of _____, 20__.

Applicant (print name): _____

Applicant Signature: _____

PUBLIC DISCLOSURE STATEMENT

Section 1000.30 and 1000.32 of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA), mandates that a public disclosure regarding conflicts of interest must be made on individuals who apply for assistance for any housing programs from the HASFN and have immediate family ties (mother, father, husband, wife, daughter, son, brother, sister, mother-in-law, father-in-law, daughter-in-law, and son-in-law) to any employees or Board Commissioners of the HASFN or Business Committee of the Sac and Fox Nation of Oklahoma.

To ensure that all applicants are treated fairly, a public disclosure will be done before you are offered a unit.

Do you have any immediate family ties to any of the above-mentioned individuals?

Yes____ No____

If yes, please list their name and their relationship to you:

APPLICANT CERTIFICATION

I/We certify that the answers/information given on this application in reference to household composition, income, net family assets, allowances, and deductions is accurate and complete to the best of my/our knowledge and belief. I/We understand that false statements or information are punishable under Federal Law. I/We also understand that false statements or information are grounds for termination of housing assistance and termination of tenancy. No record will be communicated to anyone or any agency unless requested in writing, either by the applicant or an officer or employee of the housing program or other Federal agency requiring it in the performance of their duties. **This application will not be valid unless completely filled out. INCOMPLETE APPLICATIONS WILL BE RETURNED.**

Signature of Head of Household

Date

Signature of Spouse

Date

Subscribe and sworn to, before me, this _____ day of _____, 20____.

Notary Public

SEAL

Commission Expiration

For HASFN Office Use ONLY:

Please check off all required documentation. If the applicant does not have all the required documents and signatures, return application to the applicant. ALL required documents and signatures must be completed. Incomplete applications WILL NOT be accepted.

1. ____ Birth Certificates for ALL family members
2. ____ Social Security Cards for ALL family members
3. ____ Current & Valid Driver's License/State-Issued ID
4. ____ CDIB/Tribal Enrollment Cards for all household members
5. ____ Benefits Received – SSI, VA, Retirement, DHS, Child Support, etc.
6. ____ Marriage License, Common Law Statement, or Divorce Decree
7. ____ Income Verification Forms for all family members receiving income
8. ____ Authorization for Release of Information for all household members (18 years and older)
9. ____ Landlord Reference
10. ____ Declaration of 214 Status by all household members
11. ____ Consent to Perform Criminal History Background for all household members (18years and older)
12. ____ Public Disclosure Statement

Verified by: _____ Date: _____

HOUSING AUTHORITY OF THE SAC AND FOX NATION



HOMEOWNERSHIP OPPORTUNITY PROGRAMS LEASE WITH OPTION TO PURCHASE AGREEMENT

APPENDIX A

POLICIES OF THE HOUSING AUTHORITY OF THE SAC AND FOX NATION

("LEASE AGREEMENT")

HOUSING AUTHORITY OF THE SAC AND FOX NATION TRIBE (HASFN), a federally recognized Indian Tribe, receives federal housing assistance pursuant to the Native American Housing Assistance and Self-Determination Act of 1996, 25 U.S.C. 4101 et seq., to provide affordable housing within its Indian Country. The Tribe has authorized the Housing Authority of the Sac and Fox Nation (HASFN) to provide affordable housing through the Lease Option Program.

The Lease Option Admissions and Occupancy Policy ("Policy") and any other policy, agreement or procedure governing the Program, as adopted and amended from time to time by Board of Commissioners of the Housing Authority of the Sac and Fox Nation, are hereby incorporated by reference. Execution of this Lease With Option to Purchase Agreement (Lease Agreement) is deemed consent to amend it to conform to any provision of NAHASDA and the HASFN's rules, regulations and policies. The Lease Agreement supersedes and replaces any existing Lease Agreement or contract between the Participant(s) and the HASFN.

This Lease Agreement is executed in accordance with the above-referenced substantive laws, policies and procedures governing the Policies of the Housing Authority of the Sac and Fox Nation and is not a separately enforceable legal document.

The undersigned Participant(s) hereby acknowledge that any violation of the HASFN's rules, regulations or policies may constitute grounds for termination of participation in the Program. **The undersigned Participant(s) hereby accept liability for any damages to the unit, unpaid rental fees, attorney's fees and court costs, and collection fees arising from enforcement of this Policy or termination of participation in the Program.** The undersigned Participant(s) consent to the jurisdiction in the Sac and Fox Nation District Court located at 356159 East 926 Road, Stroud, Oklahoma 74079.

Premises to be Leased:

Project #: _____

Unit #: _____

Street Address of Property:

_____	_____	_____	_____
Street	City	State	Zip Code

Approved by the Board of Commissioners on October 1, 2009 by Resolution #2009-22.

Revised on September 5, 2019, Resolution #2019-56

Legal Description of Property:

Purchase Price/Appraisal Price: \$_____

Persons Authorized to Occupy Said Premises:

	Household Member	Relationship to Head of House	Birth Date	Age on
1.				
2.				
3.				

Housing Authority of the Sac and Fox Nation: Participant(s):

HASFN, Housing Programs Specialist

Lessee Signature

HASFN, Housing Manager

Co-Lessee Signature (If Applicable)

HASFN, Executive Director

Executed this ____ day of _____.

Article I. Commencement of Occupancy

- 1.1. Lease Agreement.** The initial term of the Lease will be for twelve (12) months effective _____. The Lease will renew automatically for twelve (12) month terms contingent upon Lessee's compliance with all terms and conditions contained herein.

Article II. Inspections: Responsibility for Items under Warranty

- 2.1. Inspections before Move-In and Identifications of Warranties.** To establish a record of the conditions of the home on the date of occupancy, the Lessee and the HASFN shall make an inspection of the home before the date the Lessee takes occupancy. After the inspection, the HASFN representative shall give the Lessee a sign statement of the condition of the home and equipment. The Lessee shall sign a copy of the statement, acknowledging concurrence or stating objections and any differences shall be resolved by the HASFN and Lessee and a copy of the signed inspection report shall be kept by the HASFN office. If applicable, within thirty (30) days of commencement of occupancy of the home, the HASFN shall furnish the Lessee with a list of applicable contractors, manufactures and supplies warranties indicating the items cover and the periods of the warranties and stating the Lessee's responsibility for notifying the HASAFN of any deficiencies that may be covered under the warranties.
- 2.2. Lessee's Warranty Period Responsibilities.** It is the responsibility of the Lessee, during the period of the applicable warranties, to promptly inform the HASFN in writing of any deficiencies arising during the warranty period (including manufacturers and supplies warranties) so that the HASFN may enforce any rights under the applicable warranties. If a Lessee fails to furnish such a written complaint prior to expiration and the HASFN is subsequently unable to obtain redress under the warranty, correction of the deficiency shall be the responsibility of the Lessee.
- 2.3. Inspections.** The HASFN shall perform inspections on an annual basis after advance notice is given the Lessee. Deficiencies in the upkeep of the housing unit shall promote an increase in the inspections at intervals determined by the HASFN and set forth by §4.3 of this document.
- 2.4. Inspection upon Termination of Agreement.** If this Agreement is terminated for any reason after commencement of occupancy, the HASFN shall inspect the home, after notifying the Lessee of the time for the inspection, and shall give the Lessee a written estimate of the cost of any rehabilitation work required to put the unit in satisfactory condition for the next occupant.
- 2.5. Lessee Permission.** The Lessee shall permit the HASFN to inspect the unit at reasonable hours and intervals during the period of this agreement in accordance with regulations established by the HASFN. The Lessee shall be notified of the opportunity to participate in all inspections to be performed under this agreement.

Article III. Lessee Payment

- 3.1. Establishment of Payment.** Each Lessee shall be required to make a monthly minimum payment not to exceed 30% of their adjusted monthly income after any applicable deductions have been calculated (gross income less applicable deductions). The maximum payment shall be determined by the Board of Commissioners of the HASFN.
- 3.2. Adjustments in the Amount of the Required Monthly Payment.** After the initial determination of the Lessee's required monthly payment, the HASFN shall increase or decrease the amount of such payment to reflect changes in adjusted income (pursuant to reexaminations by the HASFN and in accordance with §3.1).
- 3.3. Partial Payments.** Lessees shall make all Lease payments in full. Payments or receipt of a Lease payment of less than the amount stated in the lease shall be deemed to be nothing more than a partial payment on the month's account. Under no circumstances shall the acceptance by the HASFN of the partial payment constitute accord and satisfaction. Nor will the acceptance by the HASFN of a partial payment serve to forfeit the HASFN's right to collect the balance due on the account, despite any endorsement, stipulations or other statement on any check modification. Any modification or amendment to this Lease other than an amendment to conform to the provisions of NAHASDA and HASFN regulations must be made in a letter signed by the HASFN, in which the HASFN states and agrees to the modifications. The HASFN may accept any partial payment check with any conditional endorsement without prejudice to recover the balance remaining due or to pursue any other remedy available under this Lease agreement.
- 3.4. Lessee Payment Collection Policy.** The HASFN shall establish and adopt written regulations and use its best efforts to obtain compliance to assure the prompt payment and collection of required Lessee payments. A copy of the regulations shall be posted in the HASFN office and Lessee acknowledges receipt of such copy on the date of execution of this agreement. Lessee consents to abide by any amendments to the HASFN policies and shall receive copies of any such amendments.

Article IV. Maintenance, Utilities, and Use of Home

- 4.1. Regulations.** The HASFN shall promulgate, adopt, and use its best efforts to obtain compliance with all written regulations to assure full performance of the maintenance responsibilities of the Lessee. The Lessee hereby agrees to abide by all regulations, failure to do so constitute a breach of this agreement.
- 4.2. Maintenance Provisions for Projects.** The Lessee is responsibilities for all maintenance of the home except items covered by insurance or warranty items indicated by §2.2 of the Agreement. For a project, the written maintenance regulations shall contain provisions on the

care of their dwelling unit and common property; procedures for Lessee to meet his/her maintenance responsibilities; procedures for HASFN inspections of units and common property; procedures for obtaining maintenance services from outside workers or contractors by the Lessee; procedures for the Lessee to maintain the home in a decent, safe and sanitary conditions.

4.3. HASFN Responsibility in the Project. The HASFN shall enforce those provisions of this Agreement under which the Lessee is responsible for maintenance of the home. Failure of a Lessee to meet the obligations for maintenance shall constitute a material breach of this Agreement and grounds for immediate terminations. Accordingly, the HASFN may conduct a complete interior and exterior examination and inspection of each unit at quarterly intervals and shall furnish a copy of the inspection report to the Lessee. The HASFN shall take appropriate action, as needed, to remedy conditions shown by the inspection, including steps to assure performance of the Lessee's obligations under this Agreement. The HASFN, at its option, may inspect the home weekly, quarterly, semi-annually or annually.

4.4. Lessee's Responsibility under the Agreement. The Lessee shall be responsible for routine and non-routine maintenance of the unit, including all repairs and replacements (including those resulting from negligent damage from any cause not covered by insurance). The HASFN shall not be obligated to pay for or provide any maintenance of the unit other than the correction of warranty items reported during the applicable warranty period or covered by insurance.

4.5. Lessee's failure to perform Maintenance. Failure of the Lessee to perform any preventative maintenance obligations or immediate repair of interior and exterior damages constitutes a material breach of this Agreement and may be grounds for termination. If an inspection by the HASFN determines that the Lessee has failed to perform any maintenance obligations, the HASFN shall require the Lessee to agree to a specific plan of action to cure the breach and to assure future compliance. The plan shall provide for maintenance work to be done within a reasonable time by the Lessee. If the Lessee fails to carry out the agreed plan, the Agreement shall be terminated and Lessee charged for damages.

4.6. Lessee's Responsibility for Utilities. The Lessee is responsible for the cost of furnishing utilities for the home. The HASFN shall have no obligations for the utilities. The HASFN may pursue termination of the Lessee Agreement if the Lessee fails to provide utilities.

4.7. Obligations with Respect to Unit and Other Persons and Property. The Lessee agrees to abide by all provisions of this Agreement and HASFN regulations concurring Lessee responsibilities. The Lessee may request in writing, HASFN permission to operate a small business in the unit. The HASFN Board of Commissioners may grant this authority where the Lessee provides assurances that the unit will remain the Lessee's principal residence; the business activity will not disrupt the basic residential nature of the home; and the business will not require permanent structural changes to the unit that could adversely affect a future Lessee's use of the unit. The HASFN Board of Commissioners may rescind such authority whenever any of the above assurances are violated.

Article V. Lease Agreement and Conveyance.

- 5.1.** The term of the Homebuyer's Lease, under this Agreement, shall commence on the first (1st) day of the calendar month or date agreed upon by the Homebuyer and the HASFN. The Lease shall expire when twenty-five (25) years have lapsed, the Purchase Price has been paid off, or a total of three hundred (300) payments have been made. A "payment" under this Agreement means the Original Certified Payment listed on **page 1** of this Agreement or an adjusted payment agreed to in writing by the Homebuyer and the HASFN. Upon conveyance, the property will no longer be subject to this Agreement and the property will be returned to the county tax roll with the Homeowner responsible for all insurance and taxes on the said property.

The Homeowner has the option, at any point during this Agreement, to obtain alternative funding to pay the entire purchase price, less any prior payments made to the HASFN, by submitting a written thirty (30) day notice to the HASFN stating their intentions to obtain the means to purchase the home.

The Agreement between the Homebuyer and the HASFN constitutes a lease-purchase option agreement. The Homebuyer is a Lessee during the term of the Agreement and acquires no equitable interest in the Project.

- 5.2. Purchase Price.** The HASFN shall determine the purchase price of the home by appraisal then reducing the fair market value by \$1,000.00 for each full commendable year of occupancy or may be prorated for a shorter period of less than a full year commendable occupancy.

- 5.3. Lessees Qualifications for Exercising the Option to Purchase.** The Lessee must maintain the following criteria to exercise the option;

1. Must be current with lease payment.
2. Must have met all maintenance requirements under this agreement.
3. Must have met all other regulatory requirements under this Agreement.

Article VI. Terminations of Lease with Option to Purchase Agreement.

- 6.1. Termination upon Breach.** In the event the Lessee fails to comply with any of the obligations under this Agreement, the HASFN may terminate the Agreement by written notice to the Lessee, enforced by eviction procedures applicable to landlord-tenant relationships. Foreclosure is an inappropriate method for enforcing termination of this Agreement, which constitutes a lease with an option to purchase. A person under this Lease Agreement acquires no equitable interest in the home until the option to purchase is exercised and completed.

- 6.2. Misrepresentation by Lessee.** Misrepresentation or withholding of material information in reexamination of income and family composition constitutes a breach of the Lessee's obligations under this Agreement.
- 6.3. Notice of Termination of Lease with Option to Purchase Agreement by HASFN Right of Lessee to Respond.** Termination of this Agreement by the HASFN for any reason shall be by written notice of termination. Such notice shall be in compliance with the terms of this Agreement and, in all cases, shall afford a fair and reasonable opportunity to have the Lessee's response heard and considered by the Tribal Court of the Sac and Fox Nation. The Sac and Fox Nation shall be considered the court of competent jurisdiction for purposes of enforcement of this Policy. The parties shall comply with the rules, procedures, orders and other directives of the jurisdictional court. During the termination proceedings, the Lessee is still responsible for the lease payments until the Sac and Fox Tribal courts decision.
- 6.4. Abandonment/Termination of Lease with Option to Purchase by Lessee.** The Lessee may terminate this agreement by giving the HASFN written notice in accordance with this Agreement. If the Lessee vacates the home without notice to the HASFN, the Lessee shall remain subject to the obligations of this Agreement including the obligation to make monthly payments, until the HASFN terminates the Agreement in writing. Notice of the termination/abandonment shall be communicated by the HASFN to the Lessee to the extent feasible and the termination shall be effective on the date stated in the notice. Additional charges to the participant upon termination/abandonment may include, but are not limited to: **1) Charges for damages, 2) repayments of past due amounts, 3) Charges for removal of furniture and personal property, and 4) Attorney's fees and/or court costs.**
- 6.5. Settlement Upon Termination Disposition of Personal Property.** Upon termination, the HASFN may dispose of any item of personal property abandoned by the Lessee, in a lawful manner deemed suitable by the HASFN unless otherwise determined by a court order. Proceeds if any, after such disposition, may be applied to the payment of amounts owed by the Lessee to the HASFN. Termination of Agreement does not relieve the Lessee of the obligation for any repairs required to bring the home to a decent, safe and sanitary condition.
- 6.6. Responsibility of HASFN to Terminate.** The HASFN is responsible for taking appropriate action with respect to any noncompliance of this agreement by the Lessee. In cases of noncompliance that are not corrected as provided in this Agreement, it is the responsibility of the HASFN to terminate this Agreement in accordance with the provisions of said Agreement and to institute eviction proceedings against the Lessee as promptly as possible after a noncompliance comes to the attention of the HASFN.
- 6.7 Grievance.** The tenant has the right to review all files and documents that were used by the HASFN in its original decisions. This includes name of witnesses or parties who have made complaints if such parties' statements were used by the HASFN in its original decision pursuant to the HASFN Grievance Policy, II.2.h.

Article VII. Miscellaneous

- 7.1. Insurance Before Transfer of Ownership, Repair or Rebuilding.** The HASFN will carry insurance on structures prescribed by NAHASDA, including fire and extended coverage insurance for the home. In the event, the home is damaged or destroyed by fire or other casualty, the HASFN may use the insurance proceeds to have the home repaired or rebuilt unless there is good cause for not doing so. If deemed by the proper authorities to be negligence on the part of the Lessee, the Lessee shall be held responsible for the damages.
- 7.2. Notices. Services of Notice.** Notices shall be delivered in writing to the Homebuyer personally or to any adult member of the homebuyer's family residing in the home, or shall be sent by certified mail, return receipt requested, properly addressed, postage prepaid. In the event of service by mail, a copy of the notice, together with the certificate of mailing and the certified mail receipt, shall be placed in the Participants' file. In the event of personal service, the person serving the notice shall make an entry of such service on a copy of the notice, which shall be placed in the Participants' file. If the notice is returned "refused" it shall be deemed good service. If, after reasonable efforts to serve the notice, the person serving the notice shall make an entry of such service on a copy of the notice, which shall be placed in the Participants' file. If the notice is returned "refused" it shall be deemed good service. If, after reasonable efforts to serve the notice, the AUTHORITY cannot affect either personal serve or service by certified mail upon the Homebuyer, AUTHORITY shall post the notice on the home sites door.
- 7.3. Effect of Dissolution.** In the event of dissolution of Lessor, at any time during the continuance of this lease, Lessee shall have the privilege and purchase option property from the Lessor's successor, transferees or personal representative under the same terms and conditions as if Lessor still existed at the time the purchase option is exercised.
- 7.4. Effects of Death of Lessee.** The purchase option shall not terminate on the death or demise of the Lessee. Upon death or demise of the Lessee, a qualified adult listed successor may assume the responsibility of the Agreement upon eligibility of the Native American Housing Program with express approval by the HASFN Board of Commissioners.
- 7.5. Assignment of Lease.** This Agreement may not be assigned.
- 7.6. Jurisdiction Over Disputes.** Lessee acknowledges the unit is owned by the Sac and Fox Nation, a federally recognized Indian tribal government and therefore constitutes Indian Country pursuant to 18 U.S.C. 1151. Lessee hereby expressly agrees that any disputes or evictions shall be brought in the courts of the Sac and Fox Nation and subjects himself/herself to the jurisdiction of the Sac and Fox Nation @ 356159 East 926 Road, Stroud, OK 74079.
- 7.7. Severability.** Should any part of this agreement be held to be invalid, all remaining parts shall remain in full force and effect.

ACKNOWLEDGEMENT OF HOME OWNERSHIP OPPORTUNITY AGREEMENT

The undersigned, _____, a qualified Lessee under the Home Ownership Opportunity Program through the Housing Authority of the Sac and Fox Nation, by execution of this Agreement, acknowledges that he/she has read and understands the Lease with Option to Purchase Program Agreement and agrees to all the terms thereof.

Lessee

Co-Lessee (If Applicable)

Project: _____

Legal Description: _____

Purchase Price/Appraisal Price \$ _____

ACKNOWLEDGMENT

State of Oklahoma

}

SS:

}

Before me, the undersigned, a Notary Public in and for said County and State on this ____ day of _____, 20____, personally appeared_____.

To me know to be the identical person who executed the within and foregoing instrument and acknowledged to me that he/she executed the within and foregoing instrument and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year first above written,

Notary Public

(SEAL)

My commission expires: _____

Housing Authority of the Sac and Fox Nation

201 N. Harrison • P.O. Box 1252 • Shawnee, OK 74801 • Ph (800)831-7515 • (405)275-8200 • Fax (405)275-8203



STATEMENT OF PARTICULARS

The purpose of this document is to continually ensure decent, safe, and sanitary housing conditions for our residents and promote a positive image of the Housing Authority to the public at large.

1. Countertops, cabinets, pantry, baseboards, etc. will be kept clear and clean of all loose food particles and crumbs.
2. At the sign of insect and/or rodent infestation, the home will be exterminated and/or treated to avoid health risks and damages.
3. All floor areas will be swept and mopped on routine basis.
4. Grease, food items, dirt, etc. will be disposed of in a proper manner and will not be flushed down stools, tubs, or sinks.
5. All leaks, drips, clogged lines, etc. will be corrected immediately to avoid excessive and further damage to home.
6. All stools, tubs, sinks, and showers will be cleaned on a routine basis to avoid build-up of mineral deposits, soap scum, stains, etc.
7. All vents, ceilings, corners, etc. will be dusted and free of cobwebs.
8. All dirty laundry will be stored in baskets, hampers, etc. and will not be laid directly on floor areas.
9. All household trash will be bagged and disposed of as often as local sanitation service runs. **(Trash will not be stored inside or outside the home than a week.)**
10. All outside property will be kept clean and clear of trash, debris, oil, pet waste, old appliances and furniture, inoperable or illegal vehicles, and other items. (Illegal vehicles are untagged, or out of date tagged vehicles. Any inoperable vehicles that will remain at the home must be operational within two (2) weeks or be subject to removal.)
11. Any and all gang related activity is strictly prohibited.

Any violation or non-compliance of these requirements may lead to Mandatory Counseling and/or a Notice of Termination. If the Housing Authority has to correct any of these problems, the resident will be required to pay any and all costs associated with the correction.

I/We understand the above mentioned and agree to perform and comply with all requirements to keep the home in a decent, safe, and sanitary manner.

Tenant

Date

Housing Management Manager

Date

APPENDIX G
LEASE OPTION HOMEOWNERSHIP
INCOME GUIDELINES FOR HASFN HOUSING PROGRAMS

Family Size	Minimum*	Maximum**
1	\$12,490	\$42,280
2	\$16,910	\$48,320
3	\$21,330	\$54,360
4	\$25,750	\$60,400
5	\$30,170	\$65,232
6	\$34,590	\$70,064
7	\$39,010	\$74,896
8	\$43,430	\$79,728

*2019 Federal Poverty Levels www.aspe.hhs.gov/poverty-guidelines

** 2019-02 HUD Program Guidance