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Tunica-Biloxi Housing Department RENTAL AGREEMENT

This Rental Agreement (this "Lease") is made and entered into as of this,
incremater referred to as Lessee.
Article I PREMISES
Under the terms and conditions set forth herein, the Lessor hereby leases to Lessee and Lessee leases from Lessor the premises at, Marksville, Louisiana, 71351, more particularly described as Lot# within the North Side Subdivision of the Tunica-Biloxi Reservation (hereafter, the "Premises" or the "Property"). This Lease is entered into under Lessor's Rental Program. Upon execution of this Lease, Lessee does not have and will not accumulate any equity in the Property nor shall Lessee have any right to a refund of rents upon termination of this Lease by expiration of the term hereof or otherwise.
Article II USE OF PREMISES
A. The Premises consists of and shall be used only as a single-family residence which shall be used and occupied by Lessee exclusively as his principal residence. Neither the Premises, nor any portion thereof, shall be used at any time during the term of this Lease by Lessee or any other person for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family residence without prior written approval of the TBHD.
B. Should Lessee, any member of Lessee's household, or Lessee's invitees or guests, engage in any criminal activity that threatens the health, safety, or right of peaceful enjoyment of the Premises by other tenants, employees of Lessor, persons residing in the immediate vicinity of premises, or engage in drug related criminal activity occurring on or off the Premises, this Lease shall be subject to immediate termination. The Lessee, any member of the Lessee's household, a guest, or another person under the Lessee's control shall not engage in:

TBHD's housing dwelling units by other residents or employees of the TBHD.

Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the

Any drug-related criminal activity on or off the Premises. Any criminal activity in violation

of the preceding sentence shall be cause for termination of the Lease, and for eviction from



the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance as defined in Section 102 of the Controlled Substances Act.)

C. Tunica-Biloxi Police Department has the right and responsibility for receiving and investigating any suspicious or illegal acts. Residents are requested to notify the local law enforcement agency for investigation and prosecution.

Article III TERM

The term of this Lease shall be month to month. Either party may terminate this Lease upon written notice to the other of termination at least 30 days prior to the end of the month.

Article IV RULES OF CONDUCT

The Lessee agrees:

- A. To refrain from, and to cause members of his household and guests to refrain from, destroying, defacing, damaging, or removing any part of the home or grounds comprising the Property.
- B. To conduct himself/herself and cause other persons who are on the Premises to conduct themselves in a manner which will not disturb his neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the neighborhood in a decent, safe and sanitary condition.

Article V PAYMENTS DUE UNDER THE LEASE

- A. The minimum rent for the premises is \$\frac{\$400}\$ per month to be paid by Lessee to "Tunica-Biloxi Housing Authority" at the following address: Tunica-Biloxi Housing Department, 135 Yuroni Trail, Marksville, LA, 71351. Rent will be based on 30% of the families adjusted gross income, not to exceed the Fair Market Rate in Avoyelles Parish. Rent shall be paid in advance on or before the first day of each month. The amount of rent is subject to change during the term of the Lease as determined by the TBHD in accordance with Article VI, below. The Lessee will be provided with 30 days written notice prior to the effective date of any rent increase.
- B. If the required rental payment is not received by close of business on the *11th* day of the month, TBHD staff will issue a Delinquency Notice, sent by regular mail, and a late fee (according to table below) will be added, to the amount due to cover the costs of preparation and mailing of the delinquency

notice. Continued delinquencies may result in additional assessed charges in accordance with the TBHD Collection and Eviction Policy, there are noted below.

- 1. First late payment will be a \$10.00 penalty.
- 2. Second late payment will be a \$25.00 penalty.
- 3. Third late payment will be a \$30.00 penalty.
- 4. Fourth late payment will result in termination of the lease.

Payments made as rent will be applied at TBHD discretion to any outstanding balances which may include rent, utilities, maintenance, repairs, or any other balances owed. The TBHD retains the right to accept partial payments after a delinquency notice or termination notice has been issued. TBHD's acceptance of any such partial payments does not constitute a waiver of TBHD's rights under any such notice.

- C. Security/Cleaning Deposit: Lessee agrees to pay a security/cleaning deposit in the total amount of \$250.00 upon signing of the Lease. Upon termination of this Lease, such deposit may be released by Lessor provided the following conditions have been satisfied:
 - Lessee has given a written thirty (30) day notice to vacate.
 - At the time of Lease termination there is no damage to the Property beyond ordinary wear and tear, and the Property is in the same condition of cleanliness as it was on the Effective Date of this Lease;
 - The inspection form, made a part of this Lease, will be used to determine the condition and cleanliness of the Premises at the beginning and at the termination of the tenancy;
 - Any unpaid late charges, delinquent rents, delinquent utilities or any other unpaid charges shall be deducted from the deposit;
 - All keys must be returned or charges will continue until the TBHA has possession.
 In the event keys are not returned, written notice must be submitted explaining that the keys are lost and that the Premises will be vacant as of a specific date.
 - All debris, rubbish and discards are placed in proper disposal containers;
 - Forwarding address left with Lessor; if Lessee is using a tribal mail box, all mail will be forwarded within 10 business days, prior to vacating unit
 - The deposit or remainder, if any, after set off for the total cost of any required cleaning and repair, will be refunded within ninety (90) days, contingent upon no unforeseen circumstances, by check made payable to Lessee and mailed to the forwarding address.
- D. A schedule of typical charges to Residents for maintenance and repair beyond normal wear and tear shall be posted in the TBHD office and incorporated into this Lease agreement by reference. Charges are due and payable on the date stated in the notice in which the charge is made, but not later than thirty (30) days after mailing of the notice. All charges other than rent will be added to the monthly rental payment. Failure to repay all amounts owed is grounds for termination of this Lease.

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Article VI

Payments made as rent will be applied at TBHD's discretion to any outstanding balances which may include rent, utilities, maintenance, or any other balances owed. The TBHD retains the right to accept partial payments after a delinquency notice or termination notice has been issued. TBHD's acceptance of any such partial payments does not constitute a waiver of TBHD's rights under any such notice.

Article VII OCCUPANCY

- A. Lessee agrees that only the following persons listed below will be permitted to occupy the Premises. Lessee shall immediately notify Lessor in the event changes to the household occur. Occupancy by any persons is subject to the eligibility requirements of the TBHD Rental Program and the CC&R's applicable to Tunica-Biloxi Reservation. Eligibility MUST be certified PRIOR to any additional persons taking occupancy.
- B. Tenants who are over-housed (qualify for smaller units) will be moved as availability arises; i.e. single person in 3 BR will move to 2 BR unit. The move is mandatory and is non-negotiable.

Resident agrees that the persons identified below are the only persons who will reside at the leased premises:

Name	Relationship to Lessee	Social Security Number	Date of Birth
		111100-	

B. The Lessee shall have the right to exclusive use and occupancy of the leased Premises. Guests or visitors of the Lessee may be accommodated no longer than a period of two (2) weeks. "Guest" means a person staying in the Premises with the consent of the Lessee. If any visit is expected to extend beyond one week, the Lessee must notify the TBHD, stating the reasons for the extended visit, which must be authorized in writing by the TBHD. Failing to notify TBHD is a serious violation and constitutes cause for immediate termination.

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Article VIII CONDITION OF PREMISES

Lessee stipulates that he/she has examined the Premises, including the grounds, buildings, improvements and appliances, and that they are, at the time of the Effective Date of this Lease, in good order, good repair, safe, clean and tenable condition, and accepts the same "AS IS," AND WITH ALL FAULTS. A Move-In Inspection form, made a part of this Lease by reference, will be used to determine the condition and cleanliness of the premises at the beginning and termination of tenancy.

Article IX MAINTENANCE AND REPAIR

- A. Lessee will, at his/her sole expense, keep and maintain the leased premises, including the grounds- mowing (Excluding Elderly/Disabled); buildings, improvements and appliances in good order, good repair, safe and clean and sanitary. A maintenance fee is included in the monthly rental payment. Such amount shall be used by Lessor to cover costs associated with maintenance of the Premises. In no event shall Lessee be entitled to a rebate of such funds. If the maintenance department has to mow the tenant's grass, due to negligence a \$50 fee will be added to the monthly rental payment.
- B. If the Lessee wants the maintenance department to mow the grass (Excluding Elderly/Disabled), a yearly ground lease will be signed at time of move-in and charged \$50 a month (excluding late fall and winter).

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- B. Lessee shall make all necessary repairs, alterations and improvements to the Premises with reasonable promptness at his own cost and expense, including repairs and replacements necessitated by damage from any cause.
- C. Lessee shall notify Lessor promptly of all known need for repairs and of any known unsafe conditions on the Premises or grounds, which may either lead to damage or to injury.
- D. Failure of the Lessee to perform his maintenance obligations constitutes a breach of this Lease. Upon a determination by the TBHD that a breach has occurred, the TBHD 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 in a good workmanlike manner in accordance with the Uniform Building Code. If the Lessee fails to carry out the plan, the TBHD shall have the work done and charge the cost to the Lessee thereof. Such charges will be billed by the Lessor to the Lessee as additional rent.
- E. If the condition of the property creates a hazard to the life, health or safety of the occupants and the Lessee fails to correct the deficiency in an expeditious manner, the TBHD shall have the work done, and charge the cost thereof to the Lessee.
- F. Any work performed by the TBHD shall be documented by a work order stating the nature of and charge for the work.

Article X HOUSEKEEPING STANDARDS

In an effort to improve the livability and conditions of the units owned and managed by the TBHD, uniform standards for resident housekeeping have been developed for all resident families.

- A. <u>TBHD Responsibility</u>: The standards that follow will be applied fairly and uniformly to all residents. Upon move-in, an inspection will be done monthly for three (3) months. Upon approval, The TBHD will inspect the Premises at least annually, to determine compliance with the standards. Upon completion of an inspection, the TBHD will notify the Lessee in writing if he fails to comply with the standards. The TBHD will advise the Lessee of the specific correction(s) the TBHD will perform and those that the Lessee will be required to perform to establish compliance, and indicate whether or not mandatory counseling is required. Within a reasonable period of time, the TBHD will schedule a second inspection. Failure to comply with (3) three requests for unit inspection within 30 days will constitute a violation of the Lease terms and is grounds for termination of the Lease and may result in eviction. Training will be available at no cost to the Lessee requesting or needing assistance in complying with the Housekeeping Standards.
- B. <u>Lessee Responsibility</u>: Lessee is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to health or safety is a violation of the Lease terms and may result in eviction.

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C. Housekeeping Standards: Inside the Unit

Gene	eral
	Walls should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
	Floors should be clean, clear, dry and free of hazards.
	Carpets should be regularly cleaned by vacuuming and regular shampooing.
	Ceilings should be clean and free of cobwebs.
	Windows should be clean and not nailed shut with shades or blinds intact.
	Woodwork should be clean, free of dust, gouges, or scratches.
	Doors should be clean, free of grease and fingerprints, with functional locks.
	Heating units should be dusted and access uncluttered.
	Trash shall be disposed of properly and not left in the unit.
	Entire unit should be free of rodent or insect infestation.
	Replace A/C filters when needed
Kitch	
	Stove should be clean and free of food and grease.
	Refrigerator should be clean. Freezer door should close properly and gaskets
	should be clean.
	Cabinets should be clean and neat. Cabinet surfaces and counter top should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
	Exhaust fan filters should be free of grease and dust.
	Sink should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
	Food storage areas should be neat and clean without spilled food.
	Trash/garbage should be stored in a covered container until removed to the
	disposal area.
Bathro	oom
	Toilet and tank should be clean and odor free. Condensation should be wiped regularly.
	Tub and shower should be clean and free of excessive mold and mildew. Where applicable, shower curtains should be in place, and of adequate length.
	Sink should be clean.
	Vanities should be kept clean and free of water leakage.
	Exhaust fan should be free of dust.
	Floor should be clean and dry.

Revised Sep	tembe	r 2021
	Stora	age Areas
		Linen closet should be neat and clean.
		Other closets should be neat and clean.
		No highly flammable materials should be stored in the unit.
		Other storage areas should be clean, neat and free of hazards.
		The furnace room cannot be used for storage
D.	Hous	sekeeping Standards: Outside the Unit
The fo	ollowin	ng standards apply to the Premises and the real property within the Lot:
	С	Yards are to be free of debris, trash, and inoperable vehicle and vehicle parts. Exterior walls should be free of graffiti.
		Porches (front and rear) should be clean and free of hazards. No items are to be stored on the porch. Porch furnishings shall not impede access to the unit.
		Steps (front and rear) should be clean and free of hazards.
		Sidewalks should be clean and free of hazards.
		Storm doors should be clean, with glass or screens intact
		Hallways should be clean and free of hazards.
		Yards are to be maintained at the Lessee's expense.
		Laundry areas should be clean and neat. Remove lint from dryers after use.
	C	Utility room should be free of debris, motor vehicle parts, and flammable materials.
		Garbage cans, gardening tools, equipment, bicycles, and other personal belongings must be stored in the Tenant's carport, garage, or storage shed
		Furniture left outside a home shall be limited to outdoor or patio furniture. No household appliance or upholstered furniture can be placed outside of the home.

Article XI ALTERATIONS AND IMPROVEMENTS

Storage of any type beneath the home, including any material of an illegal or

A. Lessee shall make no alterations to the buildings on the premises, or construct any building or make other improvements on the premises, including painting of the interior or exterior, without the prior, express and written consent of Lessor.

explosive nature is prohibited.

B. All alterations, changes, and improvements built, constructed or placed on the premises by Lessee, with the exception of fixtures removable without damage to the premises, and removable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the premises at the expiration or earlier termination of this Lease.

Article XII RIGHT OF INSPECTION

- A. Lessor's agents shall have the right at all reasonable times during the term of this lease, with reasonable prior notice, to enter the premises for the purposes of inspecting the premises and all buildings and improvements thereon to verify that Lessee is meeting his maintenance obligations and to provide maintenance counseling. Lessor shall have the right to enter Lessee's premises without prior notice if Lessor reasonably believes that an emergency exists that requires such entrance. Lessor will promptly notify Lessee in writing of the date, time and purpose of such entry, and of the emergency which necessitated it.
- B. Lessee's refusal to allow Lessor to enter the premises and all buildings as herein set forth is grounds for termination of this agreement.

Article XIII UTILITIES

- A. Lessee shall be responsible for arranging and paying for all utility deposits and monthly service and maintenance charges required to obtain utility services on the Premises, including water, sewer, solid waste assessment, and gas and electric service. Promptly upon execution of this Lease, Lessee shall furnish to the Lessor evidence that all arrangements with the proper utility companies for inception of service in Lessee's name have been completed.
- B. Failure on the part of the Lessee to provide all the necessary utility services, including payment for utilities or deposits for utility services, during any part of the term of this Lease is grounds for termination of the Lease. Security deposit will be used to pay for balance(s) owed on any/all utility services, prior to any refund.

Article XV ANIMALS

No animals, livestock, or poultry of any kind may be raised, bred, kept or permitted on the premises, with the exception of a maximum of two (2) dogs, cats or other usual and common pets. Outside pets must be in a proper fenced in area. No Pets are to run loose on reservation. Lessee agrees to pay \$250 per pet, upon move in. Any pet, which in the sole discretion of Lessor, endangers safety or health, makes objectionable noise, or constitutes a nuisance to other residents, must be removed by Lessee upon request by Lessor.

Article XVI VEHICLES, VEHICLE PARTS AND DEBRIS

Lessee agrees to park only on driveways, under the carport, or in the garage. Lessee also agrees not to keep damaged or otherwise unusable, vehicles, automobiles, vehicle parts, appliances, furniture, animals, or animal parts, or other debris, on the Premises. Any such items may be removed by Lessor at Lessee's expense.

Article XVII TBHD POLICIES

The Lessee is subject to the policies and procedures of the TBHD as they now exist or as they may hereafter be revised or adopted by the TBHD, including without limitation the Covenants, Conditions and Restrictions applicable to the Tunica-Biloxi Reservation. Violation of any applicable law, policy, regulation or referenced attachment is grounds for termination of this Lease.

Article XVIII INSURANCE REQUIREMENTS

It shall be Lessor's responsibility to obtain renters insurance, an owner's policy covering the Premises; provided, however, the annual cost of such policy shall be pro-rated and paid by the Lessee on a monthly basis. The cost of such owner's policy shall be adjusted annually upon renewal of the policy. The monthly cost of such insurance shall be included in Lessee's monthly rental payment as described in Article V, above. Lessor shall not be responsible for the loss of any of Lessee's personal property by fire, theft or any other reason. IT SHALL BE THE SOLE RESPONSIBILITY OF LESSEE TO OBTAIN RENTER'S INSURANCE COVERING FIRE, THEFT AND OTHER LOSS CONTINGENCIES RELATING TO HIS PERSONAL PROPERTY. IF ELECTED TO DO SO, LESSEE MUST PROVIDE A COPY OF RENTER'S INSURANCE TO THE TBHD.

IN THE EVENT OF ANY LOSS, THE LESSEE SHALL PAY ANY INSURANCE DEDUCTIBLE PAYABLE BY LESSOR UNDER THE OWNER'S POLICY.

Article XIX QUIET ENJOYMENT

Lessor covenants that on paying the rent and performing the covenants contained in this Lease Agreement, Lessee shall peacefully and quietly have, hold, and enjoy the Premises for the agreed term. This lease may be terminated by Lessor in the event Lessee breaches any of the covenants set forth herein; fails to fulfill any of the obligations required of him under this Lease, including attachments hereto; or in the event Lessee violates applicable Federal, State, or Tribal Law.

Article XX LOSS OF PREMISES FROM FIRE OR ANOTHER CASUALTY

Lessee agrees that in the event the Premises become untenantable by reason of fire or other casualty, this Lease shall terminate and Lessor shall have no further obligation hereunder. Lessee shall, however, remain obligated to pay any rent, damage assessment or other monetary liability of Lessee outstanding hereunder at the time of such termination.

Article XXI PERSONAL PROPERTY

The following listed personal property is included with the premises for the purposes of this Lease and shall be deemed part of the Premises for purposes of any sale to the Lessee pursuant to the proposed Rental Program: **Refrigerator**, **Stove**, **Dishwasher**, **HVAC unit**.

In the event Lessee leaves or is evicted from the property and this Lease is terminated or expires for any reason at any time, the personal property listed above shall remain the sole and exclusive property of the Lessor and shall remain on the premises.

Article XXII ASSIGNMENT AND SUBLETTING

Lessee is strictly prohibited from assigning or subletting all or any portion of the Premises or any of his rights under this Lease.

Article XXIII DEFAULT

A. In the event of the default of any material provision of this lease by the Lessee (and each covenant, provision, term and condition herein are considered a material provision and a consideration for the execution of this lease, and time is of the essence of each and every of the foregoing), the Lease, at the option of Lessor, shall terminate and be forfeited and Lessor shall be entitled to possession of the premises.

Gardening on the lot needs prior approval from the Housing Board Committee;

Landscaping on the lot needs prior approval and will not be reimbursed; No permanent buildings shall be erected; portable buildings are allowed with prior approval from the Housing Board Committee, including dog houses, and placed within the lot space.

Lessee shall be given written notice of any default or breach, and shall have thirty (30) days from service of said notice within which to cure or correct said breach. Lessor may immediately terminate the Lease and bring an action for the Lessee's unlawful detainer and/or pursue any other remedy which may be available under the law or in equity.

- B. With respect to any Notice hereunder Lessee is entitled prior to any court hearing or trial to examine any relevant documents, records, or regulations directly related to the termination or eviction.
- C. All actions and disputes hereunder are within the sole jurisdiction of the Tunica-Biloxi Tribal Court.

Article XXIV ABANDONMENT OF PERSONAL PROPERTY

Upon termination the TBHD may dispose of any item of personal property abandoned by the Lessee in any manner deemed suitable by the TBHD. Proceeds, if any, after such disposition, may be applied to the payment of amounts owed by Lessee to Lessor.

Article XXVI NOTICES

Any notices or demand to be given, served, or made shall be validly and sufficiently given, served, or made, if from the Lessor to the Lessee, if the same is deposited in the United States mail, by certified mail, return receipt, postage prepaid, addressed to the Lessee at:

Marksville, LA 71351; and, if from the Lessee to the Lessor, if the same is deposited in the United States Mail, by certified mail, return receipt, postage prepaid, addressed to the Lessor at: 135 Yuroni Trail, P.O. Box 1589. Marksville, Louisiana, 71351. The service of such notice shall be deemed complete by the said deposit thereof in the United States Mail as aforesaid. Either party may, by notice to the other in writing, designate a different place to which notices shall be sent.

Article XXVII WAIVERS

No waiver by the Lessor of any term, covenant or, condition of this lease shall be construed as a continuing waiver thereof, nor a waiver of any other term, covenant, or condition of this lease. Each and every default on the part of the Lessee shall be considered a separate and a new breach of the lease, irrespective of whether or not other defaults exist at that time.



Article XXVIII ATTORNEY FEES

In the event of the necessity of legal process to enforce any covenant of this lease to be performed on the part of either Lessor or Lessee, the prevailing party in such suit shall be entitled to receive from the losing party a reasonable sum as attorney's fees in such action to enforce the covenants of this contract, and the Court in which judgment is rendered in suit or action shall fix the reasonable attorney's fees to be taxed as costs in such suit.

Article XXIX LESSEE'S PROPERTY

Any property belonging to the Lessee and subject to removal by them shall be removed not later than the date of the termination of the Lease. A failure to so remove said property, or any part thereof, as aforesaid, shall forfeit the Lessee's right to remove the same, and such property so remaining, and the whole thereof, shall belong to and be retained by the Lessor and may be disposed of in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

Article XXX MODIFICATION

Modifications of this Lease must be accompanied by a written rider to the Lease executed by the TBHD and the Lessee, except for rent determinations, appropriateness of dwelling size, schedules of special charges for services, repairs and utilities, and rules, regulations, and policies which are incorporated in the Lease by reference.

Matters incorporated in the Lease by reference shall be publicly posted in a conspicuous manner in the TBHD office and a copy shall be furnished to Lessee on request. If such schedules, rules and regulations are modified, the TBHD shall give at least 30-day written notice to each affected Lessee setting forth the proposed modification, the reasons therefore, and provide the Lessee an opportunity to present written comments which shall be considered by the TBHD prior to the effective date of the proposed modification.

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Article XXXI NUMBER AND GENDER

Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

Article XXXII GOVERNING LAW

This agreement shall be interpreted and construed in accordance with and governed by the laws of the Tunica-Biloxi Tribe. The parties further agree that any action which may be brought as a result of this agreement shall be in the Tunica-Biloxi Tribal Court.

Article XXXIII SEVERABILITY

If any portion of this agreement shall be found to be void or unenforceable, it shall in no way effect the validity and enforceability of any other provision hereof.

[Signature Page Follows]

LESSEE	DATE
TBHD Counselor/Preparer	DATE
Housing Director, TBHD	DATE
By signing below, you hereby acknowledge the documents:	at you have this date received copies of the following
ATTACHMENTS PROVIDED	LESSEE SIGNATURE OF RECEIPT
Rental Late fee rate list	
Dog Ban List	
Move-In Inspection Checklist	
By signing below, you hereby acknowledg	e that the below referenced documents have made
By signing below, you hereby acknowledge available to you for review and will remain REFERENCE DOCUMENTS	e that the below referenced documents have made available at the TBHD for future reference. LESSEE SIGNATURE OF ACKNOWLEDGEMENT
By signing below, you hereby acknowledg available to you for review and will remain	LESSEE SIGNATURE OF
By signing below, you hereby acknowledge available to you for review and will remain REFERENCE DOCUMENTS TBHD COVENANTS, CONDITIONS &	LESSEE SIGNATURE OF

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