

License Agreement Between

The Chelsea Housing Authority and Resident Officer

This License Agreement (“License”) is made this ____ day of _____, 20__, by and between the Chelsea Housing Authority (“CHA”) and you, _____, and it is granted to you solely for the purpose of your agreement to serve as a Resident Officer at the CHA (the Resident Officer who is a party to this License shall hereinafter be called “you” or the “Resident Officer”).

The CHA is the owner of the apartment, located at _____ (“the Apartment”). This apartment is located in CHA’s _____ Development (“the Development”), which is a site set aside for habitation by public housing residents.

You and CHA promise and agree that all of the terms, promises, and conditions of this License shall remain in full force and effect throughout the term of this License, defined below. In consideration of your services as Resident Officer provided during the term of this License, as described in this agreement, you and CHA agree as follows:

1. Beginning _____, for a period of one (1) year, in an effort to improve security at the _____ Housing Development(s), you, _____, will occupy a unit at the _____ Housing Development of the Chelsea Housing Authority. While residing in this unit, you will provide up to **20** hours of service per month to your assigned development(s). The services will include, but are not be limited to, monthly crime watch meetings with the residents, and twice weekly meetings with the property manager to discuss problem residents and other issues related to your assigned development(s). In addition, you will be responsible to attend meetings and conduct investigations concerning any incidents related to your assigned development(s). You

will also deliver informational notices to the residents as directed by the property manager. In consideration for residing in this unit and for the other services outlined in this license, you shall pay a monthly use and occupancy fee, which shall be two (2) times the HUD minimum rent. (As of January 1, 2012, the HUD minimum rent is \$50 per month). The amount of One Hundred dollars (\$100) per month will be the officer's use and occupancy fee, until further notice. If there is a change in the HUD minimum rent, the CHA will give the Resident Officer no less than a thirty (30) day notice of the new fee amount.

2. It is hereby declared by you and the CHA that it is not the intention of either the CHA or you to create a relationship of landlord and tenant, nor to confer any rights upon you as would amount in law to a landlord-tenant relationship. Rather, this Agreement is intended solely to create a license to use the Apartment on the part of you and members of your household related by blood, marriage, or equivalent, to reside in the Apartment coincident with your service as a Resident Officer in the manner described in this License. If during the term of this License you add an individual to your household, you must report on any such individual to the CHA immediately when he or she begins the use of the Apartment, subject to compliance with CHA's Admission and Continued Occupancy Policy.

3. While occupying the apartment, you agree that you, your family, and your guest(s) will all abide by the rules and regulations of the Chelsea Housing Authority as set forth in the Authority's occupancy agreement for similar apartments insofar as the occupancy agreement does not conflict with this agreement, in which event this agreement shall govern the terms of your occupancy. Failure to abide by any relevant provision of the occupancy agreement, a copy of which is attached, shall result in revocation of this license.

4. Should your active duty employment as a _____ with the Chelsea Police Department end or be suspended for any reason, or if you are unable to fulfill the essential functions of your duties as a Chelsea Police Officer due to illness or injury for a period greater than forty-five (45) days, this license to occupy this unit will also terminate, and you will be required to vacate within 45 days. At the end of the term of this agreement, unless it is mutually agreed upon in writing that you continue, you agree to vacate within 45 days. At the termination or revocation of your license, should you fail to vacate the unit, within 45 days, you shall be considered a trespasser and be liable for the use and occupancy of the unit at the market rate.

5. The CHA shall not be liable for intentional torts or criminal activity committed by you.

6. You cannot assign, transfer, mortgage, or encumber your rights under this License without the specific prior permission and approval of the CHA in writing

7. Notwithstanding any other provision of this License, your License shall be terminable by legal action in the Housing Court Department of the Trial Court of the Commonwealth for any violation of the following terms and conditions set forth in this paragraph.

a. During the course of this License, you are required to maintain the Apartment in good repair and safe condition, reasonable wear and tear excepted.

b. You shall ensure that no accumulation of litter, trash, debris, or other disposal material emanating from Apartment will remain on or near CHA property during or upon expiration of this License.

c. You shall not paint, decorate or otherwise embellish and/or change and shall not make nor suffer any addition or alteration to be made in or to the Apartment without the prior written consent of the CHA, nor waste heat or water.

All fixtures, effects, equipment and property of any kind placed on, and all hazardous conditions created by you, people acting on your behalf, or your guests, or other people you invite in the use of the Apartment, shall be at your sole risk.

When you vacate the Apartment, you shall, at your sole cost and expense, remove all fixtures, effects, equipment, and property placed upon or about the Apartment by you and restore the Apartment to its original condition, reasonable wear and tear excepted, in good and clean order and condition.

d. Neither you nor your agents, guests or people you invite in the Apartment, shall make or allow any unlawful, noisy or otherwise offensive use of the Apartment, nor commit or permit any nuisance to exist in Apartment, nor cause damage to the Apartment, nor create any substantial interference with the legal rights, comfort, health, safety or enjoyment of the CHA, its employees, or other residents of the CHA, or any other apartment in the Development, nor make any use of the Apartment whatsoever except as permitted herein as incident to your services as Resident Officer. You are solely responsible for the activities of your guests, occupants, and household members, whether you know of any violations by them or not.

e. Failure to provide information about any change in household composition to your property manager within ten (10) days of such change.

8. Any Household member must meet the screening criteria (including mitigating circumstances) of the CHA's Admission and Continued Occupancy Policy in order to occupy the Apartment. You must also provide at the beginning of your License and when requested by your property manager the names, dates of birth, social security numbers, and previous residential address of any person who is a member of your household or whom you wish to add to your household composition. You and each such

person must sign authorizations to allow the CHA to obtain CORI, and you and any household members shall cooperate with the property manager and such other CHA designees as the property manager may name in respect to admission screening. A failure by any household members to meet any of the admission criteria of the CHA's Admission and Continued Occupancy Policy shall mean that they may not occupy the Apartment.

Licensee

Executive Director CHA

Date

Date