Speaker's Office <speaker@guamlegislature.org>

M&C Fwd: Reporting Requirements for Boards & Commissions

1 message

Speaker's Office <speaker@guamlegislature.org> Fri, Sep 6, 2019 at 9:16 AM
To: Clerks Office <clerks@guamlegislature.org>
Cc: Rennae Meno <rennae@guamlegislature.org>
Bcc: Tina Muna Barnes <tinamunabarnes@gmail.com>

09-05-19	5:02 PM	09-05-19	Board of Directors Regular Meeting held on September 5, 2019.*	Guam Housing Corporation	35GL-19-0986

Sinseru yan Minagâhet,

Office of the Speaker • Tina Rose Muña Barnes
Committee on Public Accountability, Human Resources & the Guam Buildup

35th Guam Legislature
I Mina'trentai Singko na Liheslaturan Guåhan

Guam Congress Building | 163 Chalan Santo Papa | Hagatna, GU 96910
T: (671) 477-2520/1
speaker@guamlegislature.org

35GL-19-0986
Speaker Tina Rose Muña Barnes
SEP 0 5 2019
Time 5:02 ( )AM (X)PM
Received By: Matt

This e-mail message is intended only for the use of the individual or entity named above and may contain confidential and privileged information. If you are not the intended recipient, any disclosure, copying, distribution or use of the information contained in this transmission is strictly PROHIBITED. If you have received this transmission in error, please immediately notify us by replying to speaker@guamlegislature.org and delete the message immediately. Thank you very much.

Gumai pribilehu yan konfedensia este siha na mensâhi. Solo espesiâtmente para hâgu ma entensioña pat ma aturisa para unrisibi. Sen prubidu kumu ti un ma aturisa para manribisa, na'setbe, pat mandespâtcha. Yanggen lachi rinisibu-mu nu este na mensâhi , put fabot ago' guatu gi I numa'huyong gi as speaker@guamlegislature.org yan despues destrosa todu siha I kopian mensâhi. Si Yu'os ma'âse'.

---------- Forwarded message ---------
From: **Arleen A. Evangelista** <arleen.evangelista@ghc.guam.gov>
Date: Thu, Sep 5, 2019 at 5:02 PM
Subject: RE: Reporting Requirements for Boards & Commissions
To: speaker@guamlegislature.org <speaker@guamlegislature.org>
Cc: Alice Taijeron <alice.taijeron@ghc.guam.gov>, Patricia Kier <patricia.kier@ghc.guam.gov>, cassandra.santos@ghc.guam.gov <cassandra.santos@ghc.guam.gov>

Hafa Adai,

Attached, please find the items listed below as part of our board packet for our GHC BOD Regular Meeting held this morning Thursday, September 5, 2019 at 8:30 a.m. (Reconvened from August 29, 2019):

- Agenda
- Old Business
  - Clarification on Approved FY 2020 Budget / Organizational Chart
  - Odoo Software
  - Review & Approval of GHC's Tenant Rental Application Packet

If you have any questions, please feel free to contact me.

2019 SEP -6 AM 9:25

Best Regards,

Arleen A. Evangelista

Administrative Secretary

Guam Housing Corporation

590 South Marine Corps Drive

ITC Building, Suite 514

Tamuning, Guam 96913

Mailing Address:

Post Office Box 3457

Hagatna, Guam 96932

Tel: (671) 647-4143

Fax: (671) 649-4144

mailto: Arleen.evangelista@ghc.guam.gov

0986



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Sent from Mail for Windows 10

From: Arleen A. Evangelista
Sent: Wednesday, August 28, 2019 11:26 AM
To: speaker@guamlegislature.org
Cc: Alice Taijeron; Patricia Kier; cassandra.santos@ghc.guam.gov
Subject: RE: Reporting Requirements for Boards & Commissions
Importance: High

Hafa Adai,

In compliance with 5 GCA, §43107 and §8113.1, please find the attached Board Packet for GHC's BOD Regular meeting held this morning Wednesday, August 28, 2019 at 8:30 a.m.

If you have any questions, please feel free to contact me.

Best Regards,

Arleen A. Evangelista

Administrative Secretary

Guam Housing Corporation

590 South Marine Corps Drive

ITC Building, Suite 514

Tamuning, Guam 96913

Mailing Address:

Post Office Box 3457

Hagatna, Guam 96932

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Sent from Mail for Windows 10

From: Arleen A. Evangelista
Sent: Friday, August 16, 2019 3:24 PM
To: speaker@guamlegislature.org
Cc: Alice Taijeron; Patricia Kier; cassandra.santos@ghc.guam.gov
Subject: Reporting Requirements for Boards & Commissions
Importance: High

Hafa Adai,

In compliance with 5 GCA, §43107 and §8113.1, please find the attached Board Packets for GHC to cover January through August 2019.

If you have any questions, please feel free to contact me.

Best Regards,

Arleen A. Evangelista
Administrative Secretary
Guam Housing Corporation
590 South Marine Corps Drive
ITC Building, Suite 514
Tamuning, Guam 96913

Mailing Address:
Post Office Box 3457
Hagatna, Guam 96932

Tel: (671) 647-4143
Fax: (671) 649-4144
mailto: Arleen.evangelista@ghc.guam.gov

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Sent from Mail for Windows 10

GHC BOD REGULAR MEETING - RECONVENED 09052019 BOARD PACKET.pdf
617K

GUAM HOUSING CORPORATION

REGULAR BOARD OF DIRECTORS MEETING

Thursday, September 5, 2019 at 8:30 a.m.

Reconvened from Wednesday, August 28, 2019

AGENDA

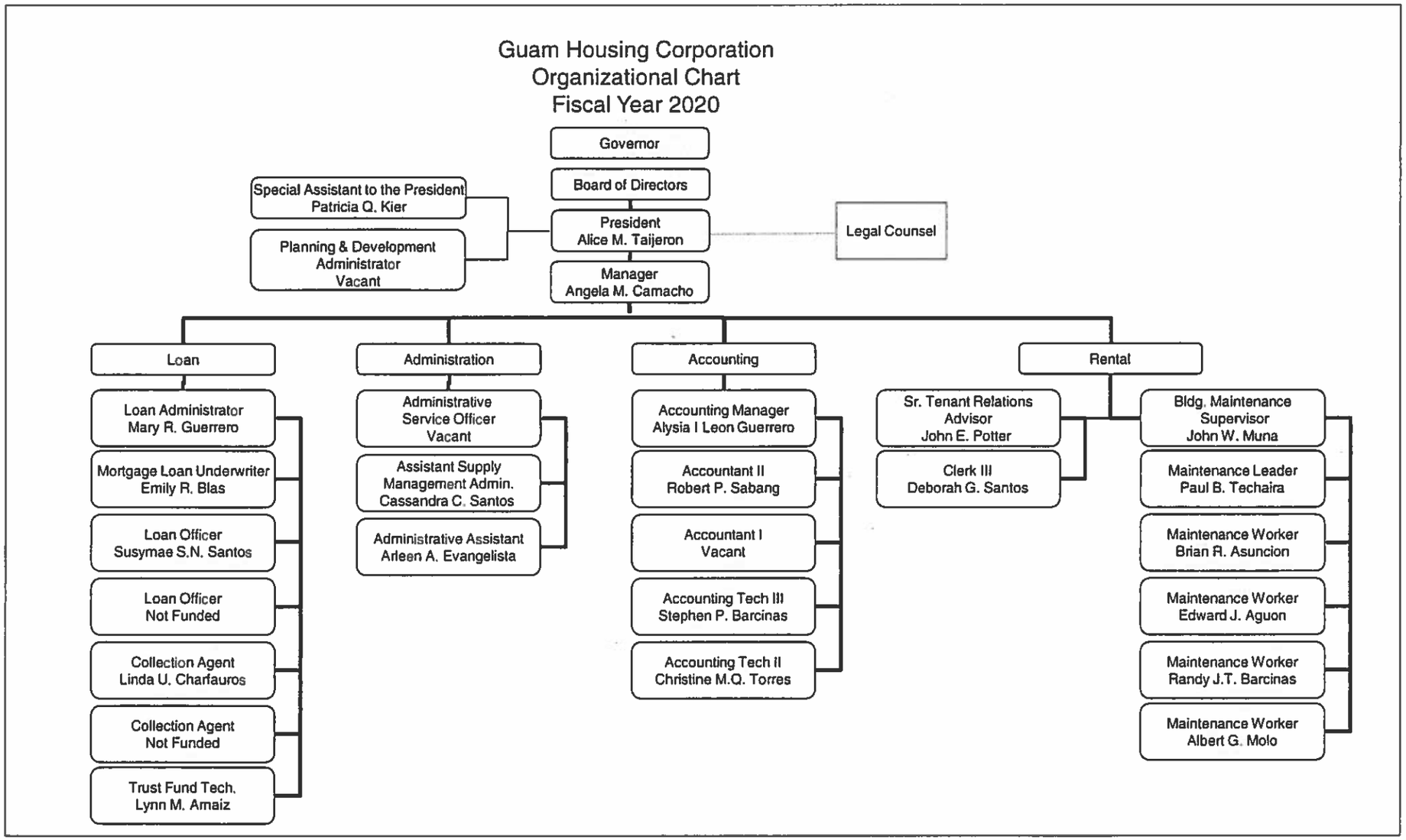
I. Call to Order

II. Roll Call

III. Old Business

IV. Miscellaneous

V. Adjournment


Guam Housing Corporation
Organizational Chart
Fiscal Year 2020
Governor
Board of Directors
President
Alice M. Taijeron
Special Assistant to the President
Patricia Q. Kier
Planning & Development
Administrator
Vacant
Legal Counsel
Manager
Angela M. Camacho
Loan
Loan Administrator
Mary R. Guerrero
Mortgage Loan Underwriter
Emily R. Blas
Loan Officer
Susymae S.N. Santos
Loan Officer
Not Funded
Collection Agent
Linda U. Charfauros
Collection Agent
Not Funded
Trust Fund Tech.
Lynn M. Amaiz
Administration
Administrative
Service Officer
Vacant
Assistant Supply
Management Admin.
Cassandra C. Santos
Administrative Assistant
Arleen A. Evangelista
Accounting
Accounting Manager
Alysia I Leon Guerrero
Accountant II
Robert P. Sabang
Accountant I
Vacant
Accounting Tech III
Stephen P. Barcinas
Accounting Tech II
Christine M.Q. Torres
Rental
Sr. Tenant Relations
Advisor
John E. Potter
Clerk III
Deborah G. Santos
Bldg. Maintenance
Supervisor
John W. Muna
Maintenance Leader
Paul B. Techaira
Maintenance Worker
Brian R. Asuncion
Maintenance Worker
Edward J. Aguon
Maintenance Worker
Randy J.T. Barcinas
Maintenance Worker
Albert G. Molo



RENTAL APPLICATION CHECKLIST

**Additional documents may be requested and/or required for each individual applicant.
**Guam Housing Corporation has a "No Pet(s)" policy.

NAME: _____

Applicant(s) must provide the following documents:

- o Photo ID's for all adult household members;
- o Birth certificate(s) for all household members;
- o Verification of Employment for all household members who are employed, fulltime and/or part-time;
- o Six (6) most recent pay stubs for all household members who are employed;
- o Most recent bank statements, checking and/or savings, for all adult household members;
- o Most recent loan and/or credit card statements, if any, for all adult household members;
- o Most recent retirement and/or social security benefit statement, if any, for all adult household members;
- o Financial statements for the preceding two (2) years for business(es) owned, if any;
- o Unemployment certification for all adult household members who are not students and/or do not earn income. Unemployed adult household members must register at the Department of Labor ("DOL") and/or the Agency for Human Resources Development ("AHRD"). Senior citizens, disabled individuals and/or their caretaker are exempted from registering. Also exempted from registering are caretakers for minor children who are not of school age;
- o Certification of disability from a medical doctor;
- o Public assistance certification;
- o Most recent utility and/or solid waste bills (Guam Power Authority, Guam Waterworks Authority and Department of Public Works). If the head of household does not have an account with the aforementioned agencies, you will be provided a Clearance Form for the agencies to sign certifying that you are in good standing; and
- o Other: _____

FOR OFFICIAL USE ONLY

Control No.: _____ Household Size: _____

Program: _____ Location: _____

Last updated: 8/31/2019

GUAM HOUSING CORPORATION

PRELIMINARY APPLICATION FOR RENTAL HOUSING

**Please complete this Application and submit all the required documents stated on the attached checklist
**Please be advised that this is only a preliminary application. Please call (671) 632-5660 for inquires and/or assistance.

NAME: _____

PERSONAL INFORMATION

Mailing Address: _____
_____

Email Address: _____

Name of Employer: _____

Current Address: _____
_____

Monthly Rent: $_____

Contact Nos: Home: _____
Work: _____
Mobile: _____

Employer's Contact No.: _____

Name of Landlord (if any): _____

Landlord's Contact No.: _____

Credit References: 1. _____
2. _____

Verification of Bank Account: _____

Verification of Employment: _____

GovGuam Clearance (to include GPA, GWA and DPW Solid Waste Division): _____

Are you related to a board member and/or an employee of Guam Housing Corporation? ____ Yes ____ No

If yes, please state his or her name and position: _____

DEMOGRAPHIC AND OTHER INFORMATION

Head of Household's Ethnicity: ____ Caucasian ____ Chamorro ____ Filipino
____ Palauan ____ Chuukese ____ Other: _____

Spouse's Ethnicity (if any): ____ Caucasian ____ Chamorro ____ Filipino
____ Palauan ____ Chuukese ____ Other: _____

Are you and/or your spouse a U.S. Citizen? ____ Yes ____ No

Is any member of your immediate family a U.S. Citizen? ____ Yes ____ No

If you are not a U.S. Citizen, who sponsored you for entrance into the U.S.:

Name: _____ Address: _____
Contact No: _____ _____

(Optional) **Are you a military veteran?** ____ Yes ____ No

(Optional) **Do you require special accommodations for accessibility?** ____ Yes ____ No

If yes, please state what the type accommodation(s): _____

Have you been a party to an unlawful detainer action and/or filed for bankruptcy within the last seven (7) years?

____ Yes ____ No If yes, please explain: _____

Have you or any of the proposed occupant(s) ever been convicted of a felony and/or pleaded no contest to a felony charge? ____ Yes ____ No If yes, please explain: _____

Have you or any of the proposed occupant(s) ever been evicted and/or requested to vacate a residence and/or a rental unit? ____ Yes ____ No If yes, please explain: _____

_____

_____ _____

APPLICANT'S SIGNATURE Date

DO NOT WRITE BELOW THIS LINE

FOR OFFICIAL USE ONLY

____ APPROVED **____ DISAPPROVED**

_____ _____ _____

Name of Approving Personnel Title Date

GUAM HOUSING CORPORATION

CERTIFICATION/RECERTIFICATION OF TENANT ELIGIBILITY

FORM 50059

PART I – GENERAL AND TENANT INFORMATION

Report Type (Enter one Code) ☐
1 = Initial Certification
2 = Scheduled Recertification 3 = Interim Recertification

Project Name (Enter one Code) ☐
1 = Lada Gardens
2 = Guma As Atdas 3 = Sagan Linahyan

Previous Housing Initial Certification Only (Enter one Code) ☐
1 = Substandard
2 = With or About to be Without Housing
3 = Standard

Displacement Status (If Applicable) (Enter one Code) ☐
1 = Government Action
2 = Natural Disaster
3 = Private Action

Minority (Enter one Code) ☐
1 = Caucasian
2 = Chamorro
3 = Filipino
4 = Palauan
5 = Chuukese
6 = Other _____

Household Status (Check all that applies): Head/Spouse is: a. ☐ Age 62 or over

Are you a military veteran? (Optional) a. ☐ Yes b. ☐ No

Do you require accessibility within the unit? a. ☐ Yes b. ☐ No

If yes, please state what type of accommodation(s): _____

PART II – HOUSEHOLD COMPOSITION

No.	Last Name	First Name	M.I.	Relationship	Sex	Nationality
Head				Head		
2						
3						
4						
5						
6						
7						
8						
9						

No.	Place of Birth		Date of Birth			Occupation	Social Security No.
	U.S. City or Foreign Country	U.S. State	MM	DD	YY		
Head							
2							
3							
4							
5							
6							
7							
8							
9							

Total No. In Household ☐☐ No. of Minors ☐☐

PART III – INCOME

	Wages, Salaries, Etc.	Social Sec., Pensions, Etc.	Public Assistance	Income From Assets	Other
Head					
TOTAL					

ANNUAL INCOME $

PART IV – NET FAMILY ASSETS

Type	Amount
TOTAL NET ASSETS:	

PART V - ELIGIBILITY

ELIGIBILITY INCOME	$
ADJUSTED INCOME	$

Last updated: 8/5/2019

PART VI – UNIT ASSIGNMENT (for official use only)							
Original Move-In Date MM DD YY / /		Effective Date Of this Cert/Recertification MM DD YY / /		Date for Next Recertification MM YY /			
No. of Bedrooms		Unit No.		Street Name		Contract Rent	$

PART VII – TENANT(S)/OWNER OFFICIAL CERTIFICATION

PRIVACY ACT STATEMENT – The information on this form is being collected to determine eligibility, proper unit size, and the amount of tenant(s) rent. It will be used to provide the basis for managing the rental program, for protecting the Government's financial interest, and for verifying the accuracy of the information furnished. It may be released to appropriate Federal, State, and local agencies, and when relevant to civil, criminal or regulatory investigators or prosecutors.
TENANT(S) STATEMENT – I/We certify that the statement in Parts II, III, IV and V above are true and complete to the best of my/our knowledge.

Signature of Head of Household _____ Date _____

Signature of Spouse _____ Date _____

Signature of Authorized Representative _____ Date _____



RESIDENTIAL LEASE AGREEMENT

This **LEASE AGREEMENT** ("Agreement") dated _____, 20__, is made by and between **GUAM HOUSING CORPORATION** ("Corporation/Landlord"), and _____ (collectively "Tenant"). The Corporation and Tenant hereby agree as follows:

1. **PROPERTY:**

   a. That Tenant, having met the eligibility requirements under GHC's Rental Program, hereby agrees to rent from the Corporation, Unit No. _____ (hereinafter the "Premises").

   b. The Premises shall be occupied ONLY by the following named individual(s): _____.

   c. The following property belonging to the Corporation and maintained by Tenant, in accordance with Paragraph 11, listed herein below as follows:

   _____

   (Refer for Appliance Rent-to-Own Agreement, if applicable).

2. **TERM**: The term of the lease shall be for a period of one (1) year beginning on _____ and shall terminate on _____ at _____ (time). Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) the Corporation and Tenant have extended this Agreement in writing or signed a new Agreement; or (ii) the Corporation accepts Rent from Tenant (other than past due Rent) creating a month-to-month tenancy. All provisions of the Agreement except those conditions pertaining to the term of the lease shall apply to the month to month tenancy. Either party may terminate the month to month tenancy by giving written notice at least thirty (30) days prior to the termination date as provided by law.

3. **RENT**: "Rent" shall mean all monetary obligations owed by Tenant to the Corporation under the terms of the Agreement, except for the security deposit.

   a. Tenant agrees to pay $ _____ per month for the leased Premises under the Agreement.

b. Rent is payable on the 1st day of each calendar month; If Rent is not paid by the 1st of each month, Tenant shall be deemed immediately delinquent after the 1st of the month that Rent is due.

c. If Tenant's occupancy of the Premises falls on any day other than the first day of the month, Tenant's Rent shall be prorated based on a 30-day period.

d. Rent shall be paid in full each month by check, cashier's check or cash payable to Guam Housing Corporation at Bank Pacific, 166 W. Marine Drive Dededo, Guam 96929.

4. **SECURITY DEPOSIT**: Tenant shall be required to pay a security deposit equal to one (1) FULL MONTH'S RENT. All Tenants must pay the full amount of the security deposit upon the execution of this Agreement. Upon termination of the Agreement, the security deposit held by the Corporation may be applied to the payment of accrued rent and/or damages that the Corporation has incurred as a result of the Tenant's non-compliance with the Agreement. The Corporation may also deduct from the security deposit any cleaning fees or charges incurred above and beyond normal or excessive wear and tear to the Premises. The balance, if any, of the security deposit, plus a written itemization of the expenses incurred for repair or for cleaning shall be delivered or mailed to the Tenant within fourteen (14) days after the termination of the Agreement.

5. **MOVE-IN COSTS RECEIVED/DUE:** Move-in funds shall be paid in full by check, cashier's check or cash to the Corporation at Bank Pacific, Dededo, Guam.

Category	Total Due	Payment Received	Balance Due	Date Due
Rent from _____ to ____				
Security Deposit				
Total				

6. **LATE FEE AND RETURNED CHECK FEE**: In the event that Rent is not received by the Corporation within 10 days after the 1st day of each month, Tenant shall pay to the

Corporation a late charge of Ten dollars ($10.00). If a check is returned for any reason, a fee of $25.00 shall be assessed for all returned checks. All rental payments received shall first be applied to any outstanding returned check fees and late fees owed by Tenant before being applied to the outstanding rent.

7. **PARKING:** Parking is permitted as follows:_____. Parking spaces(s) shall be used for operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pickup trucks). Tenants shall park in assigned space(s) only. Parking space(s) are to be kept clean and maintained. Vehicles with leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work or storage of inoperable vehicles or other machinery equipment shall not be permitted in assigned parking space(s) nor elsewhere on GHC's property area.

8. **STORAGE:** Except for Tenant personal property located within the Premises, Tenant shall not store property claimed by another party or whereby another party has any rights, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances on the Premises.

9. **UTILITIES:** Tenant agrees to pay for all utilities and services. The Corporation shall transfer utilities and services to Tenant(s) in his/her name as of the date of occupancy and Tenant shall be responsible to pay for power, water, and garbage disposal fees, and all costs related to the transfer of the utilities in Tenant's name throughout the leased term. Tenant may apply and pay for cable, telephone, or internet if desired, at Tenant's sole expense.

10. **USE OF THE PREMISES:** The leased premises shall be used exclusively for residential purposes. Tenant's utilizing the rental unit other than for residential purposes shall be in violation of this Agreement.

11. **MAINTENANCE, REPAIRS, OR ALTERATIONS:** Tenant acknowledges that the Premises are in good working order, and repair and that the Premises are fit for habitable purposes unless otherwise indicated. Tenant will, at his/her own expense maintain the Premises in a clean and sanitary manner, including maintaining all appliances, smoke detectors, and yard area, and shall keep the Premises in a clean and safe condition. Upon termination of the Lease Agreement, Tenant shall surrender the Premises to the Corporation in good working

condition, normal wear and tear excepted. Tenant shall not paint, paper, redecorate, or make alterations to the Premises without prior written consent of the Corporation. Tenant shall not commit any waste upon the Premises, or commit any public nuisance and shall comply with all building, housing, and health codes, law and regulations imposed on Tenant during the term of the Agreement. Tenant shall not destroy, deface, impair, nor remove any part of the Premises or any personal property within the unit belonging to the Corporation, and shall conduct themselves in a manner that will not disturb their neighbor's right to a quiet and peaceful enjoyment. In the event that Tenant fails to keep the Premises in a clean and sanitary manner, to include maintaining all appliances, smoke detectors, and the yard area, the Corporation shall assess the Tenant for all reasonable costs and expenses necessary to clean the Premises, repair the appliances, and clean the yard area during the lease term. The Corporation shall maintain in good condition and safe working order all facilities necessary to supply electrical, plumbing, sanitary, ventilation, and for the use of appliances in compliance with all appropriate local and federal regulations.

12. **NO SMOKING:** No smoking of any substance is allowed on the Premises or common areas.

13. **NO PETS**: Tenant shall not be permitted to bring any animals nor pets on the Premises except as provided under the House Rules. Failure to abide by this provision shall constitute a violation of this Agreement.

14. **HOUSE RULES**: Tenant shall abide by all house rules, whether adopted before or after the date of this Agreement, including rules with respect to maintenance of the Premises, noise, odors, disposal or refuse, animals, parking and use of common areas. A copy of the House Rules is attached and made a part of this Lease Agreement. The Corporation shall give thirty (30) days written notice to Tenant of any proposed changes to the House Rules.

15. **ORDINANCES AND STATUES**: Tenant agrees to not intentionally violate any statute, ordinances, regulations nor requirements of all local and federal authorities now in force, or which may later be in force, regarding the use of the Premises.

16. **ASSIGNMENT AND SUBLETTING**: Tenant shall not assign the Agreement or sublet all or any portion of the rental unit. Any assignment or sublet of the Premises shall constitute a violation of the Agreement.

17. **DAMAGES TO PREMISES:** If Premises are partially or totally damaged or destroyed by natural disasters, such as earthquakes or typhoons, either the Corporation or Tenant may terminate this Agreement by giving the other written notice within fourteen (14) days after the date of the natural disaster. Current monthly rent shall be prorated on a 30-day period. If the Agreement is not terminated, the Corporation shall promptly repair the damage and rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of the Premises. If damage occurs as a result of an act of Tenant or Tenant's guest, only the Corporation shall have the right of termination, and no reduction in rent shall be made.

18. **ENTRY AND INSPECTION**: The Corporation shall have the right to enter the premises: (a) in case of emergency; (b) to make necessary or agreed repairs, alterations, improvements, supply necessary or agreed service, make periodic inspections as may be necessary for the safety and welfare of the Tenant and other Tenants occupying the property area, to show prospective Tenant, workmen or contractors; (c) when Tenant has abandoned or surrendered the Premises, or (d) securing of the Premises from the prevention of a storm or typhoon damage. Except under (a), (c), and (d), entry may be made only during normal business hours with at least twenty-four (24) hour notice to Tenant. If the Corporation authorizes entry onto the Premises, their employee/representative/agent to be present and assume responsibility for the actions of said persons while on the Premises.

19. **INDEMNIFICATION**: The Corporation shall not be liable for any damage nor injury to Tenant or any other person, or to any property, occurring on the premises, or in common areas, unless such damage is the result of the negligence or willful misconduct of the Corporation, its employees, agents, or representatives. Tenant agrees to hold the Corporation harmless from any claims for damages, except for injury or damages caused by negligence or willful misconduct of the Corporation, its agents, employees, or representatives.

20. **PHYSICAL POSSESSION**: If the Corporation is unable to deliver possession of the Premises at the time of Tenant's occupancy of the Premises, Tenant will not be liable for any rent until possession is delivered. Tenant may terminate the Agreement if possession is not delivered within five (5) days of the commencement of the term in Item 2 of the Agreement.

21. **DEFAULT:** If Tenant fails to pay rent when due or to perform any other provision of this Agreement after not less than five (5) days written notice of such default given in the manner required under this Agreement, the Corporation, at their option, may terminate all rights of Tenant under the Agreement unless Tenant, within said time, cures such default within five (5) days from the date of issuance of notice of default, at which time said Agreement shall not be terminated. If, however, rent is unpaid when due and the tenant fails to pay rent five (5) days after written notice by the Corporation of nonpayment, the Corporation may terminate the rental agreement thirty (30) days after receipt of notice by Tenant. If Tenant abandons or vacates the Premises while in default of the payment of rent, the Corporation may consider any property left as abandoned. Before selling or donating such personal property, the Corporation shall make reasonable efforts to apprise the Tenant of the identity and location of, and the Corporation's intent to sell or donate such personal property by mailing notice to the Tenant's forwarding address, or to an address designated by the Tenant for the purpose of notification, or if neither of these is available, to the Tenant's previous known address, and that such sale shall not occur no less than fifteen (15) days from the date notice is mailed to Tenant. The Corporation may dispose of the property in any manner allowed under Guam law, and assess the Tenant for all reasonable costs associated with disposing the property. In the event of a default, the Corporation may elect to: (a) continue the lease in effect and enforce all rights and remedies, including the right to recover the rent as it becomes due; or (b) at any time, terminate all of Tenant's rights and recover from Tenant all damages incurred by the Corporation by reason of the breach of the Agreement, including the cost of recovering the Premises (i.e., an award which resulted from instituting legal action), in addition to the recovery of reasonable attorney's fees and any other remedies available under Guam law.

22. **FAIR HOUSING ACT:** The Corporation and Tenant understand that the local and federal housing laws prohibit discrimination in the sale, rental, and appraisal, financing or advertising of housing on the basis of race, religion, color, sex, familial status, sexual preference, handicap, or national origin.

23. **TERMINATION OF LEASE AGREEMENT:** Tenancy may be terminated by either the Tenant or the Corporation, subject to a thirty (30) day written notice from either party. In the event Tenant terminates his/her/their tenancy prior to the expiration of the one (1) year

term under the Agreement, Tenant agrees to forfeit his/her/their security deposit to the Corporation. If a Tenant or any other party remains in possession of the Premises without the Corporation's consent after the expiration of the Agreement, or its termination, the Corporation may bring action for possession in accordance with Chapter 21 of the Guam Annotated Code or as otherwise provided by law. If the Corporation consents to the continued possession, the terms of possession shall be based on existing terms and conditions, unless otherwise amended in writing and signed by the parties.

24. **WAIVER:** Failure of the Corporation or Tenant to enforce any provision of this Agreement will not be deemed a waiver. The acceptance of rent by the Corporation will not waive their right to enforce any provision of this Agreement.

25. **NOTICES:** Unless otherwise provided, any notice, given or required to be given, may be given personally or by mailing the same, postage prepaid, by certified mail to Tenant at the Premises or to the Corporation at the address shown in the signature block on this Agreement. Notice will be deemed effective five (5) days after mailing or on personal delivery, or when receipt is acknowledged in writing.

26. **INSURANCE:** The Corporation shall maintain adequate hazard insurance coverage of all of its units to include typhoon, fire, earthquake, vandalism, and flood where appropriate. The Corporation shall not be responsible to maintain any insurance coverage for Tenant's property or contents contained in the rental unit.

27. **ATTORNEY'S FEES:** In any action or proceeding involving a dispute between Corporation and Tenant arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and costs as provided by Guam law.

28. **ADDENDUMS AND OTHER TERMS AND CONDITIONS:** Attached are the following documents:

a. A copy of Tenant's Certification & Re-certification of Eligibility.

b. A copy of the Unit Inspection Report (Section 8 lease)

c. A copy of the Move-In Check List

d. A copy of the House Rules

e. Information concerning Normal and Excessive Wear and Tear

f. **Lease agreement subject to GHURA inspection and approval, if applicable.**

g. Lead-Based Paint and/or Lead Based Paint Hazards Disclosures

29. **ENTIRE AGREEMENT**: The forgoing constitutes the entire agreement between the parties and may be modified only in writing signed by all parties.

IN WITNESS WHEREOF, as hand written on the date herein-above.

Tenant

_____

Date: _____

_____

Date: _____

GUAM HOUSING CORPORATION

By _____
Its Duly Authorized Representative

Date: _____

Mailing Addresses and Contact Numbers:

Tenant:

_____

Mailing Address:

_____

_____

Contact Nos.: _____

Landlord:
GUAM HOUSING CORPORATION
Post Office Box 3457
Hagåtña, Guam 96932

Contact No.: (671) 647-4143

GUAM HOUSING CORPORATION

LADA GARDENS, AS-ATDAS APARTMENT AND SAGAN LINAHYAN HOUSE RULES

The following House Rules are compiled herein for the benefit of all residents and shall apply to all tenants, including authorized family/household members, guests and invitees. The purpose of these rules is to promote a pleasant, safe and healthy environment in Lada Gardens, As-Atdas and Sagan Linahyan. These general rules will be applied fairly and uniformly to all Tenants. Failure to abide by the House Rules is a violation of the lease terms and may result in termination of tenant's occupancy with Guam Housing Corporation's ("GHC") rental properties.

OFFICE HOURS: Monday – Friday 8:00 a.m. to 5:00 p.m.
CONTACT: GHC Manager
GHC Senior Tenant Relations Advisor
Maintenance Supervisor
GHC Clerk III
(671) 632-5660

USE OF PREMISES

All houses and apartments shall be used for residential purposes only. Tenants are responsible for the conduct of their occupants and guests. If such person(s) are unable to abide by these House Rules, GHC, shall upon request of the Board, President or Manager, immediately correct or terminate such behavior or actions. Those in continued violation of the House Rules are subject to fines and other legal actions as deemed necessary by the Board and its attorneys upon recommendation by GHC Management consistent with the Corporation's policies and rules, including the request to remove a tenant or guest from the property without compensation for lost revenues or damages resulting from such actions.

OCCUPANCY

Tenants shall abide by the occupancy limits established in their Lease Agreements. Residents shall be responsible for reporting any change in family composition. Violation of these limits poses a threat to the health, welfare and safety of all people living in the unit.

Occupancy of the rental units shall be based on the following guidelines and upon the discretion of GHC:

2 bedroom units	Maximum 4 persons occupying unit
3 bedroom units	Maximum 6 persons occupying unit
4 bedroom units	Maximum 8 persons occupying unit

Tenant shall report any changes in the composition of the household within 48 hours to GHC.

CHILDREN

Tenants and guests are responsible for the conduct of their children at all times, ensuring that their behavior is neither offensive nor damaging to any portion of the common areas.

Last updated: 8/31/2019

Children shall not play in common area, stairways, hallways or streets.

GUESTS
Tenants shall be responsible and liable for the conduct of their guest. Tenant shall ensure that their guests are aware of and obey all house rules.

PETS
GHC strictly has a "NO PET POLICY". Violation of this rule may subject all household members to eviction. Exceptions to the rule will be on a case by case basis only and should be initiated by a letter to GHC accompanied by supporting documentation such as a doctor's certification to show a medical or other need to justify the request.

NO SMOKING OR USE OF ILLEGAL DRUGS
No smoking of tobacco, marijuana, or illegal substances of any kind, nor vaping shall be permitted in the unit, premises, or common areas. GHC has ZERO TOLERANCE POLICY for illegal or criminal activities in or around the leased premises.

NO FIREARMS OR ILLEGAL WEAPONS
No firearms or illegal weapons shall be permitted on the premises.

PARTIES AND EXCESSIVE NOISE
Tenants will respect the rights of other residents. Musical instruments, TV's, radios and other electronic equipment shall be maintained at a volume that will not disturb, upset, or cause a public nuisance to the other tenants. All tenants must observe quiet time after 10:00 p.m. Tenants may not have parties where there are more than 12 people. All guests must remain in the tenant's unit and not linger or loiter in hallways or other common areas.

VEHICLES AND PARKING
All Tenants shall be required to park their automobiles within designated parking areas, carports or roadways. Tenants shall not perform oil changes or other maintenance work on the property. Abandoned or inoperable automobiles shall be removed from the rental property, carport or roadway. If the tenant does not remove said vehicle, GHC will remove the vehicle at the owner's expense. All unauthorized vehicles shall be towed away at tenant's or their guest's expense.

DAMAGES TO APARTMENTS, HOUSES AND COMMON AREAS
All residents shall be required to pay for all breakage and damage to windows, screens, appliances, plumbing, and defacing property (which shall include graffiti and/or tagging the Premises or any other portion of the dwelling unit or common area) resulting from their actions or negligence. Tenants shall also be responsible for any damage caused by their guests or invitees.

WASTE AND LITTERING
All waste shall be stored properly in suitable, non-leaking containers and placed in appropriate dumpsters for pickup. Excessive trash or maintaining trash for a prolonged period of time will not be tolerated. Tenants and their guests shall not litter the hallways or common areas.

GUAM HOUSING CORPORATION

SERVICE FEES FOR RENTAL DIVISION

	DESCRIPTION	CURRENT FEE	BUDGET CHARGE
➢	Process Serving Fee (Rental)	0.00	Range between $55.00 - $75.00 (subject to Process Server Fees plus admin fee for preparation of documents)
➢	Replacement Payment Coupons (per sheet)	0.00	$5.00
➢	Return Check Fee	0.00	$50.00
➢	Rental Verification Fee (Rental) – This verification is for government agencies, schools, mayors, and other necessary government entities.	0.00	$5.00
➢	Recovery of attorney's fees and costs for enforcement of terms and conditions of Rental Agreement.	Pursuant to GHC Rental Agreement	
➢	Small claims and/or legal action to enforce Rental Agreement.	Refer to Superior Court of Guam Fee Schedule (as of August 1, 2019 which is attached hereto.)	

No bicycles, toys, nor large equipment, appliances, or furniture shall be stored, placed or used in the hallways or stairways. No other personal articles nor items shall be stored in hallways or stairways that might pose a health or safety hazard to other tenants.

MOVING

Moving in and out of the rental dwelling is permitted between the hours of 8:00 a.m. and 6:00 p.m. Cars and trucks are not permitted on lawns, sidewalks etc. while moving in or out of the dwelling unit or at any time. Any damage to the unit or common areas caused by the moving in or out of the rental unit shall be assessed against the tenant accordingly.

INSURANCE

GHC maintains insurance coverage on the property. However, such coverage does not include coverage for the personal belongings of tenants. Accordingly, each tenant should purchase "renters" insurance to insure against theft, vandalism, fire or other perils of tenant's personal property or belongings.

SUGGESTIONS

GHC welcomes all comments and suggestions for improving the overall quality of living at Lada Gardens, As-Atdas and Sagan Linayan rental units. Please provide your comments to the Dededo Rental Office.

CHANGES TO THE HOUSE RULES

GHC reserves the right to change, modify or amend these rules and regulations as it may deem necessary.

ACKNOWLEDGED AND AGREED TO BY:

TENANT(S):

_____	_____
Print / Sign Name	Date
_____	_____
Print / Sign Name	Date

GUAM HOUSING CORPORATION

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Guam Housing Corporation's ("Lessor") Disclosure:

(a) Presence of Lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below:

____ (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)

____ (ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing

(b) Records and reports available to Lessor (Check (i) or (ii) below):

____ (i) Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below)

____ (ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's ("Tenant") Acknowledgement (initial)

____ (c) Lessee has received copies of all information listed above.

____ (d) Lessee has received the pamphlet "Protect Your Family from Lead in Your Home".

Certification of Acknowledgement

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____
LESSEE / TENANT	LESSOR / LANDLORD
Date: _____.	Date: _____.
_____	_____
LESSEE / TENANT	LESSOR / LANDLORD
Date: _____.	Date: _____.

Last updated: 8/5/2019

SUPERIOR COURT OF GUAM
FEE SCHEDULE

SMALL CLAIMS SCHEDULE OF FEES INITIAL CLAIM FILING AMOUNT	
Fee Disbursement	**Fee (Aug. 1, 2019)**
$500.00	$40.00
$501.00 - $ 2,000.00	$60.00
$2,001.00 - $ 3,500.00	$80.00
$3,501.00 - $ 5,000.00	$100.00
$5,001.00 - $ 6,500.00	$120.00
$6,501.00 - $ 8,000.00	$140.00
$8,001.00 - $ 9,500.00	$160.00
$9,501.00- $10,000.00	$180.00
Counterclaim/Cross-Complaint or 3rd Party Complaint (Use Initial Claim Filing Amount Schedule)	
SMALL CLAIMS FEE	
Fee Disbursement	**Fee (Aug. 1, 2019)**
Summons	$8.00
Judgment Debtor Examination	$20.00
Order to Show Cause	$20.00
Writs	$40.00
Confession of Judgment	$30.00
Abstract of Judgment	$10.00
Joinder for Summary Judgment	$40.00
Any Motion Requiring a Hearing, Stipulation or Litigant Requesting to Continue	$20.00
Warrant of Arrest	$20.00
Motion to Vacate Warrant of Arrest	$20.00

MARSHAL DIVISION FEES OFFICERS AND OTHER SERVING PROCESS	
Fee Disbursement	**Fee (Aug. 1, 2019)**
Judgment (Amended/Alias/Satisfaction/Other)	$30.00
Judgment Debtor Examination (Amended/Alias/Other) - (NOTE: This must be collected in addition to $40 00 Civil Filing Fee of $40 + $30 mileage fee.)	$40.00
Motion (Motion to Vacate/Amended/Alias/Modification/Summary Judgment/Other)	$30.00
Notice (Notice of Hearing/Trial, Amended Notice/Alias/Other)	$40.00
Summons (Summons & Complaint/Declaration/Alias/Amended/Other)	$40.00
Cancellation of Marshal Sale	$30.00
Certificate of Sale/Redemption	$30.00
Indemnity RE: Surety Bond, Undertaking, Demand (Posting of bonds to ensure guarantee)	$30.00
Marshal Deed $30.00	$30.00

Order to Show Cause (Alias/Amended/Other)	$40.00
Subpoena(s) (for each or per document)	$20.00
Conduct of Marshal Sale/Execution Sale (Conducting Marshal Sale) (Execution Sale/Foreclosure Sale)	$75.00
Notice of Attachment (Banks per document/Real Property per lot/Personal Property/Wages per document/Other) For serving an attachment against the property of the defendant with the writ, together $50 00 with a reasonable allowance to be assessed by the court for expense, if any, necessarily incurred in caring for the property. (plus storage and handling fees)	$50.00
Writ of Possession/Eviction (Forcible/Other) per lot or premises/grounds	$60.00
Notice of Garnishment (Cancellation/Wages/Other)	$50.00