



NE RRH GUIDE #302
APPLICATION FOR OCCUPANCY



FOR OFFICE USE ONLY
Date Received: _____ Time: _____

Project Name: **Wakefield Villa**
102 West 5th Street
Wakefield NE 68784

Size of Unit Requested: 1 BR
 2 BR
 3 BR

*PLEASE COMPLETE ALL BLANKS OF THIS APPLICATIONS. INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED.

AN APPLICATION FEE OF \$ _____ IS REQUIRED TO ACCOMPANY THIS APPLICATION.

I. APPLICANT INFORMATION AND RESIDENCE HISTORY

Applicant	Co-Applicant (if applicable)
Name: _____	Name: _____
Current Address: _____	Current Address: _____
City _____ State _____ ZIP _____	City _____ State _____ ZIP _____
Phone: Home _____ Work _____	Phone: Home _____ Work _____
How long have your resided at this address? _____	How long have you resided at this address? _____
Landlord's Name: _____	Landlord's Name: _____
Landlord's Address: _____	Landlord's Address: _____
Landlord's Phone No: _____	Landlord's Phone No: _____
Previous Address: _____	Previous Address: _____
City _____ State _____ ZIP _____	City _____ State _____ ZIP _____
How long have you resided at this address? _____	How long have your resided at this address? _____
Landlord's Name: _____	Landlord's Name: _____
Landlord's Address: _____	Landlord's Address: _____
Landlord's Phone No: _____	Landlord's Phone No: _____

II. HOUSEHOLD MEMBER INFORMATION

A. Provide the following information for all persons who will be members of the household.

Name	Social Security #	Sex	Date of Birth	Age	Full-Time Student (Y/N)

B. Does anyone else claim the Tenant or Co-Tenant as a dependent on their Income Tax Return? YES ___ NO ___

III. SPECIAL HOUSING ACCOMMODATIONS

A. Households where the tenant, co-tenant, or household member is disabled or handicapped, may qualify for a special handicapped accessible unit, and/or an adjustment to income when calculating their rent payment.

* Do you or members of your household qualify for a unit with handicap accessibility? Yes No

* Are there any special housing requirements necessary? Yes No

If Yes, please explain _____

*Do you request the adjustment to income? Yes No

B. The Tenant Selection Policy grants a priority to those tenant applicants that are a holder of a "Letter of Priority Entitlement" issued by the USDA Rural Development, and those households displaced due to housing being rendered uninhabitable.

*Do you hold a "Letter of Priority Entitlement"? Yes No

*Are you currently living in a housing unit that has been determined to be uninhabitable? Yes No

If Yes, please explain: _____

A. Employment Income

Applicant:

Employer Name	Address	Phone No.	Rate Per Hour	Hours Per Week	Annual Income

How long have you been employed at this job? _____ Date you started this job _____

How long have you been employed at this job? _____ Date you started this job _____

Co-Applicant:

Employer Name	Address	Phone No.	Rate Per Hour	Hours Per Week	Annual Income

How long have you been employed at this job? _____ Date you started this job _____

How long have you been employed at this job? _____ Date you started this job _____

B. Other income

Source	Explanation	Annual Amount (Applicant)	Annual Amount (Co-Applicant)
Social Security			
Supplemental Social Security			
Welfare (ADC)			
Child Support/Alimony			
Unemployment Benefits			
Disability Benefits			
Pensions			
401-K annual income			
Bank Interest			
Income from Assets			
Other			
TOTAL			

Does the Tenant or Co-Tenant regularly receive gifts of money, food, clothing, utilities, etc. from any source? YES ___ NO ___

If YES complete and attach NE RRH Guide 335 "Statement of Gifts Received by the Family"

NO INCOME – If you claim to have no income, complete and attach NE RRH Guide 339b "Certification of Zero Income"

C. Deductible Family Expenses

Expense	Annual Amount
Child care – If you have child care, complete and attach NE RRH Guide 337a "Verification of Child Care Expense"	\$
Projected Medical Expenses for 12 month period (Elderly & Handicapped Only) Complete and attach NE RRH 352 "Medical Expense Projections"	\$
Handicap care or apparatus expenses	\$

A. List of assets for all household members.

Asset	\$ Amount	Account #	Financial Institution Name & Address
Cash on hand			
Checking Accounts			
Savings Accounts			
Money Market Certificates/CD's			
IRA's			
Pensions or 401-K's			
Revocable Trusts			
Stocks			
Bonds (any type)			
Life Ins. (cash value)			
Other			
Other			

B. List Real Estate Owned by any member of the household.

Description of Real Estate	Value	Debt
	\$	\$
	\$	\$

C. List all assets disposed of for less than FAIR MARKET VALUE during the two years proceeding the effective date of this certification or re-certification.

Item	Date Disposed of	Fair Market Value	Sales Price	Fair Market Value-Sales Price
		\$	\$	\$
		\$	\$	\$

VII. CREDIT REFERENCES

Lending Institution	Address	Account #

VII. OTHER INFORMATION

- A. Have you ever received housing assistance from the Department of Housing and Urban Development or USDA Rural Development? Yes No
 - If Yes, has your family's assistance or tenancy in a subsidized housing program ever been terminated for fraud, non-payment of rent, or failure to cooperate with re-certification procedures? Yes No
- B. Are you or any other household member a current user or been convicted of using, dealing, or manufacturing a controlled substance? Yes No
 - If Yes, has that person(s) successfully completed a controlled substance abuse recovery program or presently enrolled in such a program? Yes No
- C. Have you or any members of the household been convicted of a felony? Yes No
 - If Yes, please explain circumstances: _____
- D. How did you learn about the apartments?
 - Newspaper Radio Drive-by Resident Referral Other _____

VIII. EMERGENCY CONTACT(s):

In case of an emergency the Tenant or Co-Tenants desire that the following persons be contacted if possible:

Name: _____ Telephone Number: _____

Address: _____

Name: _____ Telephone Number: _____

Address: _____

IX. SIGNATURE AND CONSENT

I certify that the housing that I am applying for will be my permanent residence and I will not maintain a separate subsidized rental unit in a different location. I declare that the statements contained in this application are true and complete to the best of my knowledge. I hereby authorize release of any information contained herewith to determine my eligibility for this housing. WARNING: WILLFUL FALSE STATEMENTS OR MISREPRESENTATION ARE A CRIMINAL OFFENSE UNDER SECTION 1001 OF TITLE 18 OF THE U.S. CODE. NOTE: USDA RURAL DEVELOPMENT (FORMERLY FmHA) IN NEBRASKA HAS AN AGREEMENT WITH THE DEPARTMENT OF LABOR TO PROVIDE WAGE MATCHING INFORMATION FOR THE PURPOSE OF DETECTION OF FRAUDULENT STATEMENTS REGARDING INCOME.

Applicant's Signature: _____ Date: _____

Co-Applicant's Signature: _____ Date: _____

Race: (Optional) [] American Indian or Alaska Native [] Asian [] Black or African American
[] Native Hawaiian or other Pacific Islander [] White

Ethnicity: (Optional) [] Hispanic or Latino [] Not Hispanic or Latino

The information solicited on this application regarding sex and race (ethnic group) is requested by the apartment owner in order to assure the Federal Government, acting through USDA Rural Development, that the Federal Laws prohibiting discrimination against tenant applicants on the basis of race, color, national origin, religion, sex, marital status, age, and handicap are complied with. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, the owner is required to note the race/national origin and sex of individual applicants on the basis of visual observation or surname.

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, religion, age, disability, or marital or family status. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C 20250-9410 or call (202) 720-5964 (voice and TDD), USDA is an Equal Opportunity Provider and Employer.

MEDICAL EXPENSE PROJECTIONS
(ELDERLY / HANDICAPPED / DISABLED ONLY)

LIST ALL MEDICAL EXPENSES (not covered by Medicare or Insurance)

	FOR LAST 12 MONTHS	FOR NEXT 12 MONTHS
Prescription Medicines	+ \$ _____	+ \$ _____
Non Prescription Medicines (Receipts required).....	+ \$ _____	+ \$ _____
Dental Expenses	+ \$ _____	+ \$ _____
Eyeglasses.....	+ \$ _____	+ \$ _____
Hearing aids and batteries	+ \$ _____	+ \$ _____
Medical related travel costs (IRS Allowance).....	+ \$ _____	+ \$ _____
Cost of live-in resident assistant (Receipts required).....	+ \$ _____	+ \$ _____
Monthly payment on accumulated major medical bills	+ \$ _____	+ \$ _____
Cost of nursing home care (for person who would otherwise live in unit) (Receipts required).....	+ \$ _____	+ \$ _____
Attendant care and auxiliary apparatus expenses for handicapped member (only if required to allow family member to be employed).....	+ \$ _____	+ \$ _____
TOTAL MEDICAL EXPENSES NOT COVERED BY INSURANCE	= \$ _____	= \$ _____
Annual Medical Insurance Premiums	+ = _____	+ \$ _____
TOTAL ESTIMATED MEDICAL COST PROJECTION FOR NEXT 12 MONTHS		= \$ _____
PROJECTED YEARLY GROSS FAMILY INCOME \$ _____ X .03		= \$ _____

TENANTS SIGNATURE DATE CO-TENANTS SIGNATURE DATE

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TENANT SELECTION POLICY

1. All applications will be processed using the same procedures.
2. Ineligibility of dangerous sex offenders for admission to Public Housing:
U.S. Code: Title 42: Section 13663: Subchapter V states in part as follows:
“Notwithstanding any other provision of law, an owner of federally assisted housing shall prohibit admission to such housing for any household that includes any individual who is subject to a lifetime registration requirement under s State Sex Offender Registration Program.”
3. All potential applicants who inquire will be given the opportunity to complete and submit an application to become a tenant in the project. In order to be considered, the applicant must complete the application in its entirety and return it to the designated agent of the project. **ONLY COMPLETED APPLICATIONS WILL BE CONSIDERED.** Applicant households must meet the following criteria to be determined eligible to live in the project.
 - a) Meet USDA Rural Development eligibility requirements for income and tenant population type. USDA Rural Development must give prior approval for owners to rent to ineligible applicants. If this apartments complex is also subject to Section 42 of the Internal Revenue (IRS) Code, occupancy in the project will be further restricted to applicants that also meet the eligibility requirements of the Low Income Housing Tax Credit Program (LIHTC). At the owner’s option, due to vacancies, the owner may rent to non-eligible LIHTC applicants with the prior approval of USDA Rural Development.
 - b) Must meet USDA Rural Development occupancy policies.
 - c) Must have a legal capacity to enter into a lease agreement.
 - d) Must have a history of compliance with past rental agreements.
 - e) Must not be engaged or convicted of an illegal act including being a current user, manufacturer or distributor of a controlled substance. Persons presently enrolled in, or who have successfully completed a controlled substance abuse recovery program may be considered for occupancy.
 - f) Must have the ability to maintain a housing unit in a safe, sanitary and decent condition.
 - g) The applicant’s tenancy must not constitute a direct threat to the health and safety of other individuals or their property.
 - h) Must have a good credit history and demonstrate willingness to pay debts. Mitigating factors will be taken into consideration when applicants have had or are presently experiencing a hardship situation that is beyond their control such as when they have had disputes with creditors, including landlords, or when they were having difficulty paying rent and utility expenses that exceeded 30 percent of adjusted monthly income.
 - i) Must have the financial capacity to meet the household’s basic living expenses and pay required rents. All applicants/tenants with annual adjusted income of \$5,000.00 or less and those applicants paying in excess of 40% of their monthly adjusted income for rent, plus utilities, must provide documentation showing sufficient income to meet their basic living needs, including rent payment.
 - j) Must have good landlord/good housekeeping references.
4. Applicants not meeting the project’s eligibility policies will be informed in writing within 15 days of their application that they were not considered eligible. The letter will include the reasons for the denial and advise them of their right to appeal the decision under the “Tenant Grievance and Appeal” procedure.
5. Applicants determined eligible will be informed in writing that they have been selected for immediate occupancy or that their name has been placed on the project’s waiting list for the size of unit for which they are eligible. The name of each applicant will be placed on the respective waiting list in chronological order by date and time. If the applicant is offered an apartment, they must take it when it is available or their name **WILL BE REMOVED** from the waiting list unless extenuating circumstances exist.
6. Priority for available apartments will be granted to handicapped or disabled persons needing the design features of the accessible handicapped unit, to holders of “Letter of Priority of Entitlement” issued by USDA Rural Development and to those households displaced due to housing being rendered uninhabitable.

7. Except for the above priorities, selections will be made on a first come, first served basis from the selected income categories in the following order:

- Households with:
- a. Very low income
 - b. Low income
 - c. Moderate income
 - d. Above moderate income (ineligible)

Owner/Manager Signature

Date

I have read and understand the Tenant Selection Criteria described above.

Tenant Signature

Date

Tenant Signature

Date

“USDA Rural Development is an Equal Opportunity Lender, Provider and Employer. Complaints of discrimination should be sent to USDA, Director, OCR, Washington, D.C. 20250-9410.”



RULES AND REGULATIONS
OF
WAKEFIELD VILLA

The following rules and regulations are for the benefit of all tenants and will be enforced. Our goal is to make this a happy and pleasant home for all who reside here. Your cooperation will be greatly appreciated.

RENT COLLECTION:

1. Rent is due and payable in advance on the first day of each month.
2. If rent is not paid on or before the fifth day, a delinquent notice will be delivered to the TENANT.
3. A late charge of \$10.00 will be imposed after the fifth day of the month.
4. If rent not paid within 3 days after "Notice of Delinquent Rent Notice" has been delivered, Eviction will commence.
5. Partial payment of rent will be accepted under extenuating circumstances only if the TENANT has made prior arrangements with the OWNER prior to the first of the month.
6. A \$10.00 administrative fee will be charged for checks returned by the bank for nonsufficient funds. This will be in addition to the late charge.
7. The terms of any rent extension will be spelled out in writing, signed by both parties and a copy retained by each. If the rent is not paid on the date set forth in the extension, the TENANT will be served an eviction notice as soon thereafter as possible.
8. Cash, check or money order must pay rent.
9. The TENANT may either mail or deliver such payment to the Management Office. Rent should be paid to:
Wakefield Villa
306 Ash Street
Wakefield, NE 68784
10. The TENANT will pay Court costs incurred for the collection of rents or due to eviction.

UTILITIES:

1. Water, sewer, and refuse services are provided.
2. It is the responsibility of the individual TENANT where the TENANT is responsible for the utility charges to make arrangements with the local power company for connections and disconnections.
3. The TENANT must also contact the local telephone company for telephone service.

PETS:

1. No pets are allowed in the building or upon the grounds, unless the apartment complex has been designed as an elderly project. In which case, a pet agreement must be executed and a pet deposit paid prior to move-in.

LAUNDRY FACILITIES:

1. Coin-operated laundry facilities are provided for the TENANTS ONLY.
2. Persons not residing in an apartment are not allowed the use of these facilities.
3. Clothes are not to be left in the machines any longer than necessary.
4. Dying clothes in machines is not permitted.
5. Residents who are home during the day should plan to do their laundry at this time in order to give those working tenants the opportunity to do their laundry either at night or on the weekend.
6. TENANTS are not to leave the machines dirty.
7. The laundry room door should be kept closed at all times to prevent disturbing nearby tenants.
8. No storage of personal items is permitted in the laundry room.
9. There is no laundry schedule, but if conflicts arise, a schedule will have to be established.
10. Any problem with the laundry equipment should be immediately reported to the manager.

ANTENNAS:

No antenna of any description shall be installed on the buildings or hung from the windows.

GARBAGE:

1. The TENANT shall deposit all garbage, trash, and rubbish in the receptacles provided by the OWNER.
2. Containers are to be kept at the locations provided and in the designated space.
3. The local sanitation department will pick up the garbage on a regular basis.
4. Please keep the area around the garbage cans as clean as possible.
5. Under no circumstances is trash to be left in the refuse enclosure in paper bags or boxes.

PARKING:

1. Parking area has been provided for the TENANTS.
2. Do not park on the lawn under any circumstances.
3. Park so you do not obstruct the sanitation service's pick up area or the utility company trucks that may be working in the area.
4. No car repair in the parking area.
5. Junk cars shall not be stored in the parking area.
6. Two-wheel motor vehicles are subject to the same rules as automobiles.

HALLWAYS:

1. Each TENANT must use care in keeping hallways clean.
2. Lighted cigarettes should not be carried through the hallways.
3. Dirty shoes and overshoes should be cleaned at the entrance and not tracked down the halls.
4. Doorways and halls are to be left unobstructed by order of the State Fire Marshall.
5. Items left in the hallways will be collected.
6. Front and rear doors should not be propped open during warm weather as it permits rodents and bugs to enter the building.

APARTMENT MAINTENANCE:

1. The TENANT shall keep the premises in a clean and sanitary condition.
2. Apartment doors should be kept closed in consideration of other tenants. An effort should be made at all times to be considerate of other tenants, particularly with regard to loud television sets, stereos, or conversation, especially after 9:00 PM and before 9:00 AM
3. The TENANT, members of his household and visitors shall comply with all laws and City Ordinances affecting the use or occupancy of the premises.
4. TENANTS shall not conduct nor permit loud parties or noisy activities in his dwelling, or in any manner create any disturbances, which cause annoyance or discomfort to other tenants or to the community.
5. The OWNER will not be responsible for any lost or stolen articles or personal property, including mail left with any employee.
6. Household or other property must not be stored outside the dwelling unit.
7. When you are absent from your apartment, all doors should be locked.
8. Contents of your apartment should be adequately covered by insurance.
9. TENANTS should notify appropriate utility companies, etc., before leaving on an extended trip.
10. TENANTS should notify the OWNER immediately when the Rules and Regulations are being violated.
11. Preventive and corrective maintenance services will be provided in accordance with state and local codes.
12. Draperies must be hung at all windows within at least 30 days after occupancy.
13. The TENANT shall notify the OWNER promptly of the need for any repairs to the premises.
14. TENANTS are responsible for replacing any burned out light bulbs in their apartments after initial occupancy.
15. Plumbing, electrical or gas burning equipment shall not be used for any other purposes than those for which they are intended.
16. Inflammables, gasoline, naphtha, solvent, etc., must not be kept in the dwelling unit.
17. Notify the OWNER immediately of any plumbing leaks or malfunctions as well as any problems with electrical outlets, switches, light fixtures, or appliances.
18. The TENANT shall display no signs, nor may articles of any description be hung from the windows or doors or placed on the exterior windowsills nor shall anything be thrown from the windows nor swept or thrown out the doors of any dwelling unit.
19. TENANTS are not to install additional major appliances unless approved in writing by the OWNER.
20. Children are NOT to play in the hallways, entryways, driveways or parking areas.
21. Parents are liable for any damage their children may cause.
22. Children's playthings must not be left on the lawn or the sidewalks, or in the parking area.
23. All items such as bicycles, tricycles, etc., must be kept in the individual's apartment in the bicycle rack, if one is provided.
24. Each TENANT will be responsible for damage caused by nails or wall hangers. Use small nails or picture hangers to hang wall ornaments.
25. Tubs and showers must be cleaned with non-abrasive cleaners to prevent damage to surfaces.
26. Garbage disposals if provided, should be used with care. Do not put such items as corn cobs, banana peels, celery or other fibrous materials in the disposal, as they will clog the line.

CARPET MAINTENANCE:

1. Carpeting in the apartments should be vacuumed at least once a week.
2. The TENANTS are responsible for any carpet burns.
3. Spot cleaning on spills should be done immediately for best results. Use only preparations made especially for carpets. Do not use ammonia, bleach or other strong household cleaners intended for hard surfaces.
4. In the event the carpet requires professional cleaning upon your vacating the unit, it will be deducted from your security deposit.

APPLIANCE MAINTENANCE:

1. Regular cleaning of the oven is necessary.
2. Clean the top burners of the kitchen range as they become soiled.
3. Exhaust fan screens on the range hoods should be removed regularly and washed in warm, soapy water to remove any grease build-up.
4. Clean and defrost the refrigerator as necessary.
5. Do not use sharp instruments when defrosting the refrigerator; let the ice melt normally.
6. The air conditioner filter should be cleaned at least once a month during the operating season.
7. Remove the filter according to the manufacturer's directions and wash in warm, soapy water. Rinse with clean water and drip dry. Replace in unit when dry.
8. For winter servicing of air conditioner, please take front inside cover off and seal the vent with plastic. Then remove the plastic in the spring.

HEATING AND PLUMBING MAINTENANCE:

1. Thermostats should not be turned below 55 degrees during cold weather as it may cause pipe damage.
2. Notify the OWNER immediately of any problems with heating or plumbing systems.

KEYS

Upon vacating the apartments units, the TENANT shall return to the OWNER all keys provided during the term of the tenancy. Two dollars (\$2.00) will be charged for each key not returned by the TENANT.

ALTERATIONS

Without prior written approval of the OWNER, the TENANT shall not (1) paint, paper, or otherwise redecorate or make alterations, additions, or improvements in or to the property; (2) install a washing machine, dryer, air-conditioning unit, or any other electrical equipment; (3) place fixtures, signs or fences in or about the premises; or (4) change door locks or install additional door locks.

ABANDONMENT

In the event the TENANT is absent from the property for five (5) consecutive days while in default of rent, TENANT shall, at the option of the OWNER, be deemed to have abandoned the property and any remaining personal property of the TENANT shall be considered abandoned and may be disposed of by the OWNER according to State Law.

GUESTS

Tenants are permitted to have guest(s) visit their household. However, an adult person(s) making reoccurring visits or one continuous visit of 14 days and nights in a 45 day period without the consent of the management will be counted as a household member(s).

MOVING OUT

Tenants are expected to return their apartment in a clean and rentable condition. You will be requested to accompany the Owner/Management on the move-out inspection. This will help avoid misunderstandings on damages being assessed against your damage deposit.

“I have read and understand the above rules and regulations and agree to abide by them.”

Date

Tenant Signature