



Chehalis Tribal HOUSING AUTHORITY

Resolution No. 2023- 06-11

Of the Chehalis Tribal Housing Authority ("CTHA")

RE: Approving the revised Collection & Compliance Policy.

Whereas: CTHA is an independent entity under NAHASDA tasked with providing HUD / IHBG housing on the Chehalis Reservation; and

Whereas: CTHA is governed by a Board of Commissioners with day-to-day operations vested in the Executive Director, all in compliance with HUD regulations; and

Whereas: CTHA wishes to have Board approval for the proposed Collection & Compliance Policy (a copy of which is attached hereto and made a part hereof) for the purposes of;

- Consistency with past & current procedures and practices of CTHA Operations
- Allowable payment incentives under CTHA programs
- Combining yard incentive policy with collections & compliance policy for administrative efficiency
- Partial Payment restrictions
- Repayment Agreement restrictions
- Insertion of due process for program participants regarding timelines & expectations
- Insertion of Appendix to provide consistency and minimize Legal reviews

Now Therefore Let It Be Resolved: That the Board of CTHA does hereby approve the Collection & Compliance Policy attached hereto.

Certification: This Resolution, Number 2023- 06-11, was duly considered and approved at a regularly scheduled meeting of the Board of CTHA held on June 14, 2023, at which a quorum was present. The vote being 3 For, 0 Against, with 0 Abstentions.

Signed by:

901D44CD66074B6
June 14, 2023 | 10:54:06 AM PDT

Chairman
Philip Youckton

Attested:

DocuSigned by:

B1824D696DE1455
June 14, 2023 | 10:58:05 AM PDT

Secretary
Danial Penn

P.O. Box 314 Oakville, WA 98568
10 Petoie Lane Oakville, WA 98568
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Chehalis Tribal

HOUSING AUTHORITY

COLLECTION & COMPLIANCE POLICY

Updated January 24, 2023
Updated June 14, 2023, by Resolution 2023-06-11

Policy Statement

The Board of Commissioners of the Chehalis Tribal Housing Authority recognizes that it is necessary to adopt and implement collection and compliance policies and procedures to operate as a property management business. The governing body realizes that the Chehalis Tribal Housing Authority relies on the income generated from rent and homebuyer payments to maintain the property owned and managed by the Chehalis Tribal Housing Authority.

The purpose of this policy is to inform the tenants and homebuyers of established guidelines for the collection of rent, house payments, housing services, and payment of work orders along with other charges. The objective of this policy is to collect the amounts owed to the Chehalis Tribal Housing Authority to ensure the continuation of adequate housing services while providing for the safety and well-being of tenants along with promoting fairness through a due process.

This policy is intended as a means for the Chehalis Tribal Housing Authority to enforce other requirements tenants are expected to comply with such as Rules of Occupancy, homebuyer maintenance responsibilities, utility payments, payment incentives, etc.

For the purposes of this policy, rental and homeownership occupants and other families receiving services will be referred to as 'tenants. This policy shall apply to tenants who have entered into a lease, homeownership agreement; contract; or any other type of agreement with the Chehalis Tribal Housing Authority.

1. PAYMENTS & FEES:

- A. **Due Date:** Rent and homebuyer payments are due on or before the first day of each month.
- B. **Late Payments:** Rent and homebuyer payments are considered late if no payment was received by end of business on the 15th day of each month, at which time a \$35.00 late fee charge shall be assessed to the tenants monthly statement.
- C. **Use of CTHA Equipment:** The CTHA will have basic yard maintenance tools available for use by Rental tenants. These tools are for use on property owned and operated by the CTHA only.
 - Tenants must sign the Assumption of Risk, Release, and Indemnification Agreement prior to borrowing any tools.
 - Tools are available for use between 8:30 am and 4:00 pm. All tools or equipment must be signed in and out at the CTHA office.
 - If the equipment is not returned by 4:00 pm, the tenant will be assessed a \$5 fee for not returning the equipment. If not returned the following day, there will be a \$5 per day charge.
 - If the equipment is returned damaged or broken, the tenant will be required to pay for the repair or replacement of the equipment.

- If the CTHA closes early, the yard maintenance equipment will not be available on that day. If the equipment is already in the possession of the tenant, they will be responsible for the equipment until the CTHA is open. They will not be charged during the time the office was closed.

D. Payment Incentive:

- (1) Rent Incentive: CTHA has implemented a Rent and homebuyer payment incentive to encourage timely payments. All accounts that have received payment in full on or before first day of each month for eleven (11) consecutive months shall be awarded a credit amount for the 12th month of the year.
- (2) Yard Credit Incentive: CTHA offers a yard credit for low-income rental participants. This incentive is intended to reward tenants for maintaining their yards and keeping the exterior of their unit free and clear of debris and inoperable vehicles. The amount credited to the tenant's account will be equal to the monthly rent or \$50, whichever is less.
 - i. Tenants may opt in to have CTHA perform lawn care maintenance for a monthly fee of \$75. Should a tenant opt for such service, a service agreement shall be on file with CTHA clearly outlining expectations of this monthly service.

E. Where and How to Make Payments

- (1) Rent and homebuyer payments may be made at the Chehalis Tribal Housing Authority administrative offices located at 10 Petoie Lane Oakville WA 98568 or sent by mail to PO Box 314 Oakville WA 98568. Cash should not be sent via mail.
- (2) Payments may be made by cash, money orders or personal checks, credit/debit cards.
- (3) Tenants shall be strongly encouraged to participate in employer payroll deduction programs so that rent and homebuyer payments are automatically paid each month.
- (4) The amount of monthly rent or homebuyer payments is defined in the Chehalis Tribal Housing Authority Eligibility, Admissions, and Occupancy Policy.

- F. Partial Payments:** When a resident presents credible evidence that clearly shows an inability to make full payment, the Chehalis Tribal Housing Authority may accept partial payment although the partial payment shall be no less than the monthly utility amount to ensure that garbage disposal may be continued.

- Partial payments shall not be accepted more than twice within a 60-day period. Repayment agreements shall not be allowed more than twice within a 6-month period.

2. **COLLECTIONS**

A. **Timetable for Notices Applicable to Rental and Homeownership Programs**

(1)**First Notice:** If rents or homebuyer payments are not paid by the 15th day of each month or if the resident is found not to be in compliance with any other provisions of their Dwelling Lease or Homebuyer Agreement, the Chehalis Tribal Housing Authority shall send a Notice of Delinquency Non-Compliance by regular mail. This notice will contain the following:

- (a) The date of the notice.
- (b) The date the rent or homebuyer payment and other charges were due.
- (c) Statement of how much is owed the Chehalis Tribal Housing Authority.
- (d) Statement of a \$35.00 late fee charge if no payment was received the 15th day of the month.
- (e) If the Notice is being sent for non-compliance issues other than non-payment, the Notice shall describe why the resident is not in compliance with their Dwelling Lease or Homebuyer Agreement. These reasons may include, but are not limited to, violating the Rules of Occupancy, not complying with the recertification or income verification requirements, conducting criminal activity, etc.

(2) **Final Notice:** If rents or homebuyer payments are not paid by the 20th day of each month, or if the resident is found not to be in compliance with any other provisions of their Dwelling Lease or Homebuyer Agreement, the Chehalis Tribal Housing Authority shall send a Final Notice of Delinquency by certified mail. This notice will contain the following:

- (a) The date of the notice.
- (b) The date the rent or homebuyer payment and other charges were due.
- (c) Statement of how much is owed to the Chehalis Tribal Housing Authority.

- (d) Statement of who to contact for financial counseling assistance.
 - (e) Statement inviting and encouraging tenants to negotiate Payment Agreements for delinquent amounts.
 - (f) If the Final Notice is being sent for non-compliance issues other than non-payment, the Notice shall describe why the resident is not in compliance with their Dwelling Lease or Homebuyer Agreement.
- (3) In the Chehalis Tribal Housing Authority **rental programs**, if rents are not paid by the 15th day or if the resident has not complied with any other requirements described in their Dwelling Lease, the Chehalis Tribal Housing Authority shall send the resident a 10-day Notice of Termination by certified or registered mail or personal service. This notice shall contain the following:
- (a) The reason for termination.
 - (b) A 10-day period during which the resident will be allowed to respond to the Chehalis Tribal Housing Authority, in writing or in person, regarding the reason for termination.
 - (c) Allow the resident to be represented or accompanied by a person of his/her choice.
 - (d) If within 10-days after the Chehalis Tribal Housing Authority gives Notice of Termination, the resident presents assurances or evidence satisfactory to the Chehalis Tribal Housing Authority, the Notice of Termination may be rescinded or extended on a case-by-case basis to be determined by the Chehalis Tribal Housing Authority Housing Executive Director. Unless there is such a recession or extension, the lease term and agreement will terminate on the 14th day of receipt of notice.
- (4) If the resident does not respond within the 14-day period, the Chehalis Tribal Housing Authority will proceed with the proper legal actions necessary for eviction. The Chehalis Tribal Housing Authority's designated attorney will file a judgement against the resident with the Chehalis Tribal Court.
- (5) In the Chehalis Tribal Housing Authority **homeownership programs**, if homebuyer payments are not paid by the last day of the month or if the resident has not complied with any other requirements described in their homebuyer agreement, the Chehalis Tribal Housing Authority shall send

the homebuyer a 30-day Notice of Termination of the homebuyer's agreement by certified or registered mail. This notice shall contain the following:

- (a) The reason for termination.
 - (b) A 30-day period during which the homebuyer will be allowed to respond to the Chehalis Tribal Housing Authority, in writing or in person, regarding the reason for termination.
 - (c) Allow the homebuyer to be represented or accompanied by a person of his/her choice.
 - (d) If within 30-days after the Chehalis Tribal Housing Authority gives Notice of Termination, the homebuyer presents assurances or evidence satisfactory to the Chehalis Tribal Housing Authority, the Notice of Termination may be rescinded or extended on a case-by-case basis to be determined by the Chehalis Tribal Housing Authority Housing Management Director. Unless there is such a rescission or extension, the lease term and agreement will terminate on the 30th day or receipt of notice.
- (6) If the homebuyer does not respond within the 30-day period, the Chehalis Tribal Housing Authority will proceed with the proper legal actions necessary for eviction. The Chehalis Tribal Housing Authority's designated attorney will file a civil complaint in the appropriate court seeking eviction and/or full payment of the delinquent amount. The complaint shall include a copy of the dwelling lease/homebuyer agreement, account ledger, letters and other notices sent or delivered to the resident regarding non-payment or non-compliance.
- (7) Requests for judgment in both the rental and homeownership programs shall contain the following:
- (a) The amount due and owing and/or other non-compliance issues pursuant to the Dwelling Lease or Homebuyer agreement.
 - (b) Legal expenses and filing fees.
 - (c) Cost of repairs to the unit.
 - (d) Lost income for the time the unit is unoccupied beyond the date of termination.
 - (e) Immediate possession of the property.

B. Collection or Non-compliance Remedies

- (1) Tenants with delinquent accounts or who are not in compliance with their Dwelling Lease or Homebuyer Agreement are encouraged to enter into agreements for payment of their delinquent account or to become in compliance with the requirements of their Dwelling Lease or Homebuyer Agreement.

The Chehalis Tribal Housing Authority may negotiate an agreement for non-payment or non-compliance with the resident as an alternative to termination. The agreement will be on a short-term basis not to exceed 6 months.

The agreement will include an acknowledgment of the amount owed, the terms of repayment including the date, amount, and method of payment, other non-compliance issues, along with a default clause in the event the agreement is breached. The agreement will be signed by the head of household or spouse and designated Chehalis Tribal Housing Authority staff.

If a resident presents credible evidence of hardship that caused or may cause a breach of the agreement, the Chehalis Tribal Housing Authority will have discretionary authority to renegotiate or reconsider the agreement. If prior agreements have failed, the Chehalis Tribal Housing Authority may choose not to reconsider the agreement with the resident.

- (2) Should a resident violate the terms of their agreement with the Chehalis Tribal Housing Authority, the Chehalis Tribal Housing Authority shall proceed with proper legal eviction action.
- (3) Payment agreements may be executed for payment of vacated accounts at the discretion of the Chehalis Tribal Housing Authority Housing Management Department Director.
- (4) Failure to make the required monthly payments and/or breach of subsequent payment agreements and termination of the resident's lease/homebuyer agreements or other agreements may result in permanent loss of eligibility for future services or benefits offered by the Chehalis Tribal Housing Authority.
- (5) Tenants with delinquent accounts will be referred to appropriate financial management counseling and provided any other available information that will facilitate the prompt payment of their delinquent account. The Chehalis Tribal Housing Authority may schedule a financial management counseling session for the resident at a specified time and location during the period of account delinquency. Attendance and participation will be required. The Chehalis Tribal Housing Authority shall require the resident to sign a statement documenting

attendance and commitment by the resident to improve their personal financial management skills. If a resident's account is delinquent more than 30-days of time(s) during a 6-month period, the resident will automatically be required to complete a financial management session.

- (6) At the discretion of the Chehalis Tribal Housing Authority Housing Executive Director, full payment of delinquent rent or homebuyer payments, including any current amounts due, may be accepted and collection proceedings stopped
- (7) For Yard/Inoperable Vehicles: If a tenant does not maintain their yard or parking areas, the following steps will be taken by the CTHA:
 - The tenant will receive a written notification of the reason(s) that they are not in compliance with their lease agreement. The letter will include a reasonable deadline for the tenant to get in compliance with the policy.
 - If the tenant does not get back into compliance according to the written notification, the tenant will incur the following fees:
 - If the tenant is parking a vehicle on the yard, they will be assessed a \$5 daily fee per vehicle.
 - Inoperable or unlicensed vehicles parked anywhere on CTHA property will be given a 30-day notice to be repaired, licensed or moved. After 30 days, the CTHA will arrange for the vehicle to be towed at the owner's expense.
 - If a yard is not mowed within 7 days of notice given, the CTHA will mow the yard and charge the tenant \$50 per occurrence.
- (8) For vacated accounts, a statement of the balance due will be promptly sent to the vacated resident after the unit has been vacated. If the amount is not paid or arrangements have not been made within 14 days, the account will be turned over to the Chehalis Tribal Housing Authority respective legal counsel for legal collection action.

C. Court Action

- (1) After the filing of the complaint and summons are served, the defendant (delinquent resident) can still arrange for settlement and/or an arrangement. The plaintiff Chehalis Tribal Housing Authority will inform the court that a settlement has been reached if an agreement has been made to resolve the outstanding amount. The Chehalis Tribal Housing Authority will include the costs of any amounts included in the civil complaint and request for judgment in the settlement or arrangement. The settlement or arrangement shall include language that in the event the defendants breach the agreement, the case shall be automatically reopened and heard in Court for an immediate eviction.

- (2) The Chehalis Tribal Housing Authority shall reserve the right to seek resolution of the case and settlement prior to the court hearing and final ruling. Once the court's final ruling has been made, no settlement or arrangement shall be allowed.
- (3) Once the Court issues an order of eviction, a copy shall be hand-delivered (if possible) to the resident by the appropriate law enforcement officials. The order shall specify the date for the resident to be evicted. The Chehalis Tribal Housing Authority shall monitor the unit and arrange to secure the unit (changing locks, boarding up the windows or doors, etc.) on the day of the eviction. The Court Order shall include the method for settlement of the delinquent account after the eviction. The Order may direct the defendant to make monthly payments to the Court or make payments directly to the Chehalis Tribal Housing Authority. In any case, the delinquent account shall remain on the Chehalis Tribal Housing Authority books until the account is paid in full.
- (4) If a resident refuses to vacate a unit by the specified date in the Court Order, the Order, or the judge issuing the Order, shall describe the method as to how the resident(s) shall be forcibly evicted from the units by appropriate law enforcement officers. The Chehalis Tribal Housing Authority employees or members of the governing body shall never attempt to forcibly evict a resident.
- (5) If a resident moves out after notification of termination and makes no attempt to settle the outstanding amount, the Chehalis Tribal Housing Authority shall consider the unit abandoned and refer the case to its respective legal counsel for filing in the appropriate Court for collection. The Chehalis Tribal Housing Authority shall make every attempt to collect and continue to do so after issuance of the Court Order for payment.
- (6) It is the responsibility of the evicted resident to remove all personal property from the unit within 10 calendar days after being evicted. Personal property can only be removed under the supervision of a designated Chehalis Tribal Housing Authority employee or a law enforcement officer depending upon the circumstances of the eviction along with the Court Order for eviction. However, if the resident cannot be located, the Chehalis Tribal Housing Authority shall remove and claim the personal items as Chehalis Tribal Housing Authority property. Any disposal of the property shall be subject to the Chehalis Tribal Housing Authority Disposition Policy.

APPENDIX

FIRST NOTICE OF DELINQUENCY FOR NON-PAYMENT

(DATE)

(NAME & ADDRESS OF DELINQUENT RESIDENT)

You are hereby notified that we have not received any payment from you this month. As you know, your monthly payment is due on the (insert day) of every month. According to our records, you currently owe the Chehalis Tribal Housing Authority \$_____.

In accordance with our adopted Collection and Compliance Policies and Procedures, if we do not receive your monthly payment by the (insert day) day of this month or if you have not negotiated a Payment Agreement, a **Notice of Termination** will be delivered to you notifying you that we plan to terminate your Dwelling Lease or Homeownership Agreement with the Chehalis Tribal Housing Authority.

Your cooperation will be very much appreciated.

Sincerely,

(Signed by designated employee, preferably the Executive Director)

FINAL NOTICE OF DELINQUENCY FOR NON-PAYMENT

(DATE)

(NAME & ADDRESS OF DELINQUENT RESIDENT)

You are hereby notified again that we still have not received any payment from you this month. As you know, your monthly payment is due on the (insert day) of every month. According to our records, you currently owe the Chehalis Tribal Housing Authority \$_____.

If you are experiencing some financial difficulties at the present time and need financial management counseling assistance, please contact our office at (insert phone #). If you are unable to clear up your delinquent account immediately, you are strongly encouraged to contact us at your earliest convenience to negotiate a **Payment Agreement**.

In accordance with our adopted Collection and Compliance Policies and Procedures, if we do not receive your monthly payment by the (insert day) day of this month or if you have not negotiated a Payment Agreement, a **Notice of Termination** will be delivered to you notifying you that we plan to terminate your Dwelling Lease or Homeownership Agreement with the Chehalis Tribal Housing Authority.

Your cooperation will be very much appreciated.

Sincerely,

(Signed by designated employee, preferably the Executive Director)

FIRST NOTICE OF NON-COMPLIANCE

(DATE)

(NAME & ADDRESS OF RESIDENT)

You are hereby notified that you are not in compliance with your (Dwelling Lease or Homebuyer Agreement) with the Chehalis Tribal Housing Authority.

The reason(s) you are not in compliance is (are) as follows: (list reason(s) for non-compliance such as violating the Rules of Occupancy, non-compliance with the Tribe's Animal Control Ordinance, not complying with recertification notices, not performing maintenance responsibilities, etc.)

In accordance with our adopted Collection and Compliance Policies and Procedures, if you are not in compliance with your (Dwelling Lease or Homebuyer Agreement) with the Chehalis Tribal Housing Authority by the (insert day) day of this month or if you have not negotiated a plan of action to correct the reason(s) you aren't in compliance, a **Notice of Termination** will be delivered to you notifying you that we plan to terminate your Dwelling Lease or Homeownership Agreement with the Chehalis Tribal Housing Authority.

Your cooperation will be very much appreciated.

Sincerely,

(Signed by designated employee, preferably the Executive Director)

FINAL NOTICE OF NON-COMPLIANCE

(DATE)

(NAME & ADDRESS OF DELINQUENT RESIDENT)

You are hereby notified once again that you are still not in compliance with your (Dwelling Lease or Homebuyer Agreement with the Chehalis Tribal Housing Authority.

If you are experiencing some sort of difficulty in resolving the reason(s) you are not in compliance, please contact our office at (insert phone #) and we may be able to refer you to someone who may be able to assist you. If you are unable to resolve the reason(s) why you are not in compliance immediately, you are strongly encouraged to contact us at your earliest convenience to negotiate a plan of action to resolve the non-compliance issues.

In accordance with our adopted Collection and Compliance Policies and Procedures, if you are not in compliance with your Dwelling Lease or Homeownership Agreement with the Chehalis Tribal Housing Authority by the (insert day) day of this month or if you have not negotiated a plan of action to resolve the non-compliance issues, a **Notice of Termination** will be delivered to you notifying you that we plan to terminate your Dwelling Lease or Homeownership Agreement with the Chehalis Tribal Housing Authority.

Your cooperation will be very much appreciated.

Sincerely,

(Signed by designated employee, preferably the Executive Director)

NOTICE OF TERMINATION
OF HOMEOWNERSHIP AGREEMENT

(DATE)

(NAME & ADDRESS OF DELINQUENT RESIDENT)

This letter serves as notice that the Homeownership between you as a homebuyer and the Chehalis Tribal Housing Authority is being terminated.

The reason for terminating your Homeownership Agreement is that you have failed to make monthly payments to the Chehalis Tribal Housing Authority as required or are not complying with the terms of your agreement with the Chehalis Tribal Housing Authority. According to our records, you currently owe \$_____.

You have thirty (30) days from the date you received this Notice of Termination to respond in writing or in person regarding the reason for termination. You may be represented or accompanied by a person of your choice. If your present assurances or evidence satisfactory to the Director of our Housing Management Department within thirty (30) days after the date you received this Notice of Termination, this notice may be rescinded or extended. Unless there is such a rescission or extension, your agreement with the Chehalis Tribal Housing Authority will terminate on the 30th day after you received this notice and you will be expected to have vacated your home or legal actions necessary for eviction will begin including filing a judgment against you in (insert the name of the appropriate Court).

Should you have any questions, please contact (insert name), Director of our Housing Management Department or myself at (insert phone #).

Your cooperation will be very much appreciated.

Sincerely,

(Insert name)
Executive Director

NOTICE OF TERMINATION
OF DWELLING LEASE

(DATE)

(NAME & ADDRESS OF DELINQUENT RESIDENT)

This letter serves as notice that the Dwelling Lease between you as a resident and the Chehalis Tribal Housing Authority is being terminated.

The reason for terminating your Dwelling Lease is that you have failed to make monthly payments to the Chehalis Tribal Housing Authority as required or you are not complying with the terms of your Dwelling Lease with the Chehalis Tribal Housing Authority. According to our records, you currently owe \$_____.

You have (insert #) days from the date you received this Notice of Termination to respond in writing or in person regarding the reason for termination. You may be represented or accompanied by a person of your choice. If your present assurances or evidence satisfactory to the Director of our Housing Management Department within (insert #) of days after the date you received this Notice of Termination, this notice may be rescinded or extended. Unless there is such a rescission or extension, your Dwelling Lease with the Chehalis Tribal Housing Authority will terminate on the (insert #) day after you received this notice and you will be expected to have vacated your home or legal actions necessary for eviction will begin including filing a judgment against you in (insert the name of the appropriate Court).

Should you have any questions, please contact (insert name), Director of our Housing Management Department or myself at (insert phone #).

Your cooperation will be very much appreciated.

Sincerely,

(Insert name)
Executive Director

Certificate Of Completion

Envelope Id: B326374DD02645B2B7BC461E1B680CFA

Status: Completed

Subject: Complete with DocuSign: Collections & Compliance Resolution 6.14.23.docx, Collections-Compliance...

Source Envelope:

Document Pages: 16

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Glenda Comenout

AutoNav: Enabled

gcomenout@chehalistrike.org

Enveloped Stamping: Enabled

IP Address: 50.216.52.162

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Glenda Comenout

Location: DocuSign

6/14/2023 9:50:46 AM

gcomenout@chehalistrike.org

Signer Events

Dan Penn

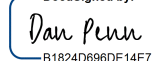
dpenn@chehalistrike.org

BOC Secretary

Chehalis Tribal Housing Authority

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:


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Signature Adoption: Pre-selected Style

Using IP Address: 50.216.52.162

Signed using mobile

Timestamp

Sent: 6/14/2023 10:04:00 AM

Viewed: 6/14/2023 10:50:31 AM

Signed: 6/14/2023 10:58:05 AM

Electronic Record and Signature Disclosure:

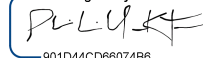
Not Offered via DocuSign

Philip Youckton

pyouckton@chehalistrike.org

Security Level: Email, Account Authentication
(None)

DocuSigned by:


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Signature Adoption: Drawn on Device

Using IP Address: 50.216.52.162

Sent: 6/14/2023 10:04:00 AM

Viewed: 6/14/2023 10:52:30 AM

Signed: 6/14/2023 10:54:06 AM

Electronic Record and Signature Disclosure:

Accepted: 1/31/2023 8:46:02 PM

ID: 90367b79-e2b7-41e4-ae67-960a82994b0f

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

6/14/2023 10:04:00 AM

Envelope Updated

Security Checked

6/14/2023 10:12:11 AM

Envelope Updated

Security Checked

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Envelope Summary Events	Status	Timestamps
Envelope Updated	Security Checked	6/14/2023 10:49:05 AM
Envelope Updated	Security Checked	6/14/2023 10:49:05 AM
Certified Delivered	Security Checked	6/14/2023 10:52:30 AM
Signing Complete	Security Checked	6/14/2023 10:54:06 AM
Completed	Security Checked	6/14/2023 10:58:05 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Chehalis Tribal Housing Authority (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Chehalis Tribal Housing Authority:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: criffe@chehalistribe.org

To advise Chehalis Tribal Housing Authority of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at criffe@chehalistribe.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Chehalis Tribal Housing Authority

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to criffe@chehalistribe.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Chehalis Tribal Housing Authority

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to criffe@chehalistribe.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- Until or unless you notify Chehalis Tribal Housing Authority as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Chehalis Tribal Housing Authority during the course of your relationship with Chehalis Tribal Housing Authority.