

**LEASE ADDENDUM FOR UNITS PARTICIPATING IN  
GOVERNMENT REGULATED AFFORDABLE HOUSING PROGRAMS  
(SECTION 42 LOW-INCOME HOUSING TAX CREDIT))**

1. **ADDENDUM.** This is an addendum to the lease contract executed by \_\_\_\_\_ (LESSEE) and \_\_\_\_\_ (LESSOR) for the dwelling described as apartment # \_\_\_\_\_ located at \_\_\_\_\_ (APARTMENT COMMUNITY) at \_\_\_\_\_ (STREET ADDRESS) in \_\_\_\_\_ (CITY, STATE, ZIP).

2. **PARTICIPATION IN GOVERNMENT PROGRAM.** We, as the agents for the dwelling you are renting, are participating in a government regulated affordable housing program. This program requires both you and us to verify certain information and to agree to certain provisions contained in this addendum.

3. **ACCURATE INFORMATION IN APPLICATION.** By signing this addendum, you are certifying that the information provided in the supplemental rental application and on all other forms regarding your household annual income and assets is true and accurate.

4. **FUTURE REQUESTS FOR INFORMATION.** By signing this addendum, you agree that the annual income and other eligibility requirements for participation in this government regulated affordable housing program are substantial and material obligations under the Lease Contract. You agree to comply promptly with all requests for information regarding annual income and eligibility, including requests by the Owner/Agent and the appropriate government monitoring agency. These requests may be made to you now and at any time during the Lease Contract term or renewal period.

5. **INCOME INCREASES.** By signing this addendum you understand that your income is allowed to increase up to 140% of the current applicable income limit and still remain income eligible. If your income increases above 140% of the maximum allowable income as governed by the Section 42 Low-Income Housing Tax Credit Program, management may increase your rent to the maximum allowable Housing Credit rent with a \_\_\_\_\_ day notice, and may later convert the unit into a market rate unit.

6. **INACCURATE INFORMATION AS GROUNDS FOR EVICTION.** If you refuse to answer or if you do not provide accurate information in response to these requests, it will be considered a substantial violation of the Lease Contract and good cause for termination of tenancy through eviction or non-renewal of lease, regardless of whether the inaccuracy of the information you furnished was intentional or unintentional.

7. **HOUSEHOLD STUDENT STATUS.** Section 42 Low-Income Housing Tax Credit Program requirements state that households consisting entirely of full-time students must meet certain eligibility requirements to be program qualified. By signing this addendum, you agree that if any adult household member becomes a full-time student during the lease period or if the current student status of any household member changes, you must immediately notify management. At such time, your continuing eligibility according to program requirements will be reviewed. If it is determined that you no longer qualify for the program, management will issue a thirty (30) day notice to vacate the unit.

8. **ANNUAL INSPECTIONS.** By signing this addendum, you are agreeing to allow the Owner/Agent to conduct periodic inspections of your unit with prior 24-hour notice, except when emergency situations make such notices impossible. Additionally, your unit may be selected for inspection during periodic inspections by the appropriate government monitoring agency

RESIDENT(S)

AGENT:

\_\_\_\_\_  
Signature Date



We encourage and support the nation's affirmative housing program in which there are no barriers to obtaining housing because of race, color, religion, sex, national origin, handicap or familial status.

