

**LEASE ADDENDUM FOR UNITS PARTICIPATING IN  
GOVERNMENT REGULATED AFFORDABLE HOUSING  
PROGRAMS**

**(HOME Investment Partnership Program)**

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) \_\_\_\_\_ (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 80% of the current applicable income limit and still remain income eligible. If your income increases above 80% of the maximum allowable income, management must increase your rent to 30% of adjusted household monthly income with a thirty (30) 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.** HOME regulations state that households with adult members (age 18-23) that are enrolled as full or part-time students at institutes of higher education must meet certain eligibility requirements to be program qualified. By signing this addendum, you agree that if any adult household member becomes a 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 treat as an over-income household.

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.

9. **PROHIBITED LEASE PROVISIONS:** Any provision of the Lease that falls within the classifications listed in subsections 1-9 below shall not apply or enforced by the landlord.

- A. Agreement to be Sued: Agreement by the Tenant to be sued, to admit guilt, or to a judgment in favor of the Landlord in a lawsuit brought in connection with the lease.
- B. Treatment of Property: Agreement by the Tenant that the Landlord may take, hold, or sell personal

property of household members without notice to the Tenant and a court decision on the rights of the parties. This prohibition however, does not apply to an agreement by the Tenant concerning disposition of personal property remaining in the unit after the Tenant has moved out of the unit. The Landlord may dispose of this personal property in accordance with State law.

- C. Excusing the Landlord from Responsibility: Agreement by the Tenant not to hold the Landlord or Landlord's agents legally responsible for any action or failure to act, whether intentional or negligent.
- D. Waiver of Legal Notice: Agreement of the Tenant that the Landlord may institute a lawsuit without notice to the Tenant.
- E. Waiver of Legal Proceedings: Agreement by the Tenant that the Landlord may evict the Tenant or household members without instituting a civil court proceeding in which the Tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
- F. Waiver of Jury Trial: Agreement by the Tenant to waive any right to a trial by jury.
- G. Waiver of Right to Appeal Court Decision: Agreement by the Tenant to waive the Tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the Lease.
- H. Tenant Chargeable with Cost of Legal Actions Regardless of Outcome: Agreement by the Tenant to pay attorney's fees or other legal costs even if the Tenant wins in a court proceeding by the Landlord against the Tenant. The Tenant, however, may be obligated to pay costs if the Tenant loses.
- I. Mandatory Supportive Services: Agreement by the Tenant (other than a tenant in transitional housing) to accept supportive services that are offered.

RESIDENT(S)

Signature	Date	Signature	Date
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Signature	Date	Signature	Date
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AGENT:

Signature	Date
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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.

