

HOME Lease Addendum

Disclosure of Information on Household Income and Composition.

- (a) On an annual basis, Tenant(s) shall certify the household's income, composition and student status by completing and signing a Tenant Income Certification as provided by property owner or its agents.
- (b) Tenant(s) shall sign consents to third party income and asset verification as necessary and reasonably requested by property owner or its agents.

Property owner or its agents may terminate the lease or refuse to renew the lease of a household for failure to supply the items listed in (a) or (b) above, within thirty (30) days of the request.

Lead Paint Disclosure. For properties built prior to January 1, 1978, owner shall provide tenant with an EPA approved lead hazard information booklet and execute the Lead Based Paint Acknowledgement Disclosure form.

Lease. The initial lease between a tenant and an owner of rental housing assisted with HOME funds must be for not less than one year, unless by mutual agreement between the tenant and the owner.

Disclosure of Prohibited Lease Terms. The lease of a HOME assisted unit may not contain any of the following provisions:

- (a) **Agreement to be Sued.** The lease cannot contain a tenant agreement to be sued, admit guilt, or accept a judgment in favor of the property owner or its agents in a lawsuit brought in connection with the lease.
- (b) **Treatment of Property.** The lease cannot contain a tenant agreement that the property owner or its agents may take, hold or sell personal property of the tenant(s) without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to disposition of personal property remaining in the unit after the tenant(s) has moved out. The property owner or its agents may dispose of this personal property in accordance with state law.
- (c) **Excusing the Property Owner or its Agents from Responsibility.** The lease cannot contain tenant agreement not to hold the property owner or its agents legally responsible for actions or failure to act, whether intentional or negligent.
- (d) **Waiver of Notice.** The lease cannot contain a tenant agreement that the property owner or its agents may institute a lawsuit without notice to the tenant(s).
- (e) **Waiver of Legal Proceedings.** The lease cannot contain a tenant agreement that the property owner or its agents may evict the tenant(s) without instituting a civil court proceeding in which the tenant(s) has the opportunity to present a defense, or before a court decision on the rights of the parties.
- (f) **Waiver of Jury Trial.** The lease cannot contain a tenant agreement to waive any right to a jury trial.
- (g) **Waiver of Right to Appeal Court Decision.** The lease cannot contain a tenant agreement to waive right to appeal or to otherwise challenge in court a decision in connection with the lease.
- (h) **Tenant Chargeable with Cost of Legal Actions Regardless of Outcome.** The lease cannot contain a tenant agreement to pay attorney fees or other legal costs even if the tenant wins a court proceeding by the property owner or its agents against the tenant(s). The tenant, however, may be obligated to pay costs if the tenant(s) loses.

In addition, property owner or its agents may not terminate tenancy or refuse to renew the lease except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable federal, state, or local law; or for other good cause. Any termination or refusal to renew must be preceded by the property owner or its agents' service on the household of a written notice specifying the grounds for the action, at least thirty (30) days in advance of such action.

If any provision of the lease or any other addendum thereto conflicts with any provision in this HOME Lease Addendum, the provisions of the HOME Lease Addendum shall prevail. Property owner or its agents and the tenant(s) have reviewed the above information and agree to the terms of this HOME Lease Addendum and hereby acknowledge the receipt of a signed and dated copy hereof.

_____	_____	_____	_____
Tenant	Date	Tenant	Date
_____	_____	_____	_____
Tenant	Date	Tenant	Date
_____	_____		
Owner or Authorized Agent	Date		