

HOME/HTF FORM ADDENDUM TO LEASE

This Addendum to Lease is entered into this _____ day of _____ 20____, by and between _____ (“Tenant”) and _____ (“Owner”).

HOME-assisted Unit

Housing Trust Fund-assisted Unit

A. Definitions:

Notwithstanding anything to the contrary contained in the Lease, Owner and Tenant agree that the following terms shall have the following meanings:

1. **“HOME/HTF-Assisted Unit”** shall mean the rental housing unit which is the subject of the Lease and for which HOME/HTF Funds have been expended.
2. **“HOME Funds”** shall mean those federal funds made available under the HOME Program.
3. **“HOME Program”** shall mean the federal affordable housing program created under Title II of the Cranston-Gonzalez National Affordable Housing Act, Pub. L. 101 – 625, as the same may be amended from time to time.
4. **“HOME Regulations”** shall mean the regulations, as the same may be amended from time to time, promulgated by HUD under the HOME Program and which regulations currently appear at Title 24 Part 92 of the Code of Federal Regulations.
5. **“HTF Funds”** shall mean those funds made available under Title I of the Housing and Economic Recovery Act of 2008.
6. **“HTF Program”** shall mean the program created by section 1131 of the Housing and Economic Recovery Act of 2008 (Public Law 110-289), as the same may be amended from time to time.
7. **“HTF Regulations”** shall mean the regulations, as the same may be amended from time to time, and which regulations currently appear at 24 CFR Part 93.
8. **“HUD”** shall mean the United States Department of Housing and Urban Development or any successor thereto.
9. **“Lease”** shall mean the lease relating to the HOME/HTF-Assisted Unit and to which this ADDENDUM TO LEASE is appended.
10. **“Notice”** shall mean, when applicable, the “Protect Your Family From Lead in Your Home” brochure and Disclosure on Lead-Based Paint and/or Lead-Based Hazards form attached hereto as Exhibit A and incorporated herein by this reference.
11. **“Owner”** shall mean the owner (and any agents or representatives of the owner, including but not limited to any management entity) of the **HOME/HTF-Assisted Unit**.
12. **“Tenant”** shall mean the individual or individuals whose names appear on the Lease and shall include any individuals occupying the HOME/HTF-Assisted Unit as his/her principal residence.

B. Prohibited Lease Provisions:

Notwithstanding anything to the contrary contained in this lease, there shall be no provision in this Lease, which provision provides, either expressly or implicitly, as follows:

1. **Agreement to be sued** – Agreement by the Tenant to be sued, to admit guilt, or to a judgment in favor of the Owner in a lawsuit brought in connection with the lease;
2. **Treatment of property** – Agreement by the Tenant that the Owner 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 HOME/HTF-Assisted Unit after the tenant has moved out of the HOME/HTF-Assisted Unit. The owner may dispose of this personal property in accordance with state law;
3. **Excusing owner from responsibility** – Agreement by the Tenant not to hold the Owner legally responsible for any action or failure to act, whether intentional or negligent;
4. **Waiver of notice** – Agreement of the Tenant that the Owner may institute a lawsuit without notice to the Tenant;
5. **Waiver of legal proceedings** – Agreement by the Tenant that the Owner 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;
6. **Waiver of jury trial** – Agreement by the Tenant to waive any right to a trial by jury;
7. **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; and
8. **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 Owner against the Tenant. The Tenant, however, may be obligated to pay costs if the Tenant loses.

C. Termination of Tenancy:

1. Notwithstanding anything to the contrary contained in this Lease, the Owner may not terminate any Tenant’s tenancy or refuse to renew any Tenant’s lease, unless one of the following grounds for termination exist: (i) serious or repeated violation of the terms and conditions of the Lease and this Addendum; (ii) violation of applicable federal, state, or local law; or (iii) other good cause.
2. Prior to terminating any Tenant’s tenancy or refusing to renew any Tenant’s Lease, the Owner shall provide written notice to the Tenant, which written notice shall specify the grounds for termination or refusal to renew, whichever is applicable. This written notice shall be provided to the Tenant at least 30 days in advance of the date of termination or the date the Tenant’s lease is to terminate or not be renewed.

D. Access for inspection:

1. Notwithstanding anything to the contrary contained in this Lease, Tenant hereby agrees that, upon advance reasonable notice, at least 24 hours', Tenant shall allow Owner, HUD or New Hampshire Housing, or any of their representatives, access to the HOME/HTF-Assisted Unit for the purpose of inspecting said HOME/HTF-Assisted Unit to determine compliance with HOME or HTF Regulations.

E. Lead Paint Notice:

1. Notwithstanding anything to the contrary contained in this Lease, and if this property was built prior to 1978, Tenant hereby acknowledges that Tenant has received a copy of the Notice. Tenant further agrees to execute a copy of this Notice, which executed Notice shall be retained by the Owner.

F. Disclosure of Income:

1. Tenant hereby acknowledges that the HOME/HTF-Assisted Unit is subject to certain rent and occupancy restrictions as the same are set forth in the HOME or HTF Regulations. Accordingly, Tenant hereby agrees, upon request and reasonable notice, to disclose to Owner, HUD or New Hampshire Housing, or any of their representatives, any and all information necessary or relevant in determining compliance with the HOME/HTF Program rent and occupancy restrictions. Owner retains right to recertify the Tenant's HOME/HTF income eligibility on an annual basis. The Tenant's failure to cooperate in the income recertification process constitutes a violation of the lease. Deliberately providing false information can result in termination of the lease.

G. HOME/HTF Rent Restrictions/Rent Increases:

1. Rents are subject to the rent restrictions of the HOME/HTF Programs. Owner retains right to adjust rents, in accordance with the HOME/HTF rent limits. The rents for tenants whose incomes go over the HOME/HTF rent limits for the units they occupy will be increased. Tenants must be given a 30-day notice for the rent increase.

H. Violence Against Women Act:

1. The Landlord may not consider incidents of domestic violence, dating violence, sexual assault or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking, Form HUD-5382, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.
4. By signing this Addendum, Tenant acknowledges receipt of Notice of Occupancy Rights under the Violence Against Women Act.

I. Nondiscrimination:

1. The Landlord shall not discriminate against the Tenant on the grounds of race, color, religion, sex, disability, familial status, national origin, marital status, age, sexual orientation, or gender identity.

J. Conflicts with Other Provisions of the Lease

1. In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

IN WITNESS WHEREOF, the Tenant and the Owner have executed this Addendum to Lease as on the day and year first above written.

TENANT

OWNER

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

Revised 6/2019