



HOME PROGRAM REQUIREMENTS ADDENDUM TO RENTAL/LEASE AGREEMENT

Lessee:	Address/Unit:
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This lease addendum adds the following paragraphs to the Lease referenced above. The following provisions are required because the unit has received funding under the federal HOME Investment Partnership Program (“HOME Program”).

- HOME REQUIREMENTS.** The lease shall be governed by the HOME Investment Partnership Program as contained within 24 C.F.R. Part 92, as amended from time to time (hereinafter the “HOME regulations”). To the extent that the lease conflicts with the HOME regulations, the HOME regulations shall prevail, including without limitation, Section 24 C.F.R. 92.209.
- HOUSING QUALITY STANDARDS.** At the time of the inception of the lease, Landlord shall maintain the dwelling unit, common areas, equipment, facilities, and appliances in decent, safe, and sanitary condition, as set forth in 24 C.F.R. 92.251.
- RENT LIMITATIONS.** At no time shall the rent charged by the Landlord exceed those rates allowed under the provisions of Section 24 C.F.R. 92.209 (h).
- WARRANTY OF TENANT.** Tenant, by execution of the lease and this addendum, warrants, certifies and represents to Landlord that it is a low income family and/or Tenant as that term is defined in 24 C.F.R. 92.2.
- PROHIBITED PROVISIONS.** To the extent that the lease contains any of the prohibited provisions set forth in 24 C.F.R. 92.253 (b), they are hereby deleted.
- UTILITIES AND APPLIANCES.** The utilities and appliances listed in Column 1 are provided by the Landlord and included in the rent. The utilities and appliances listed in Column 2 below are not included in the rent and are paid separately by the Tenant:

	Column 1	Column 2
Utility/Appliance	Included in Rent	Tenant Paid
Garbage Collection		
Water/Sewer		
Heating Fuel (specify)		
Lights, electric		
Cooking Fuel (specify)		
Other (specify)		
Refrigerator		
Stove/Range		



7. **TERMINATION OF TENANCY.** Landlord may not terminate Lessee’s tenancy or fail to renew the lease except for the following reasons:

- a. Serious or repeated violations of the lease;
- b. Violation of applicable State, Federal or local law;
- c. For other good cause

Any notice to terminate or failure to renew must be preceded by a period of not less than thirty (30) days, and the notice shall be in writing.

8. **PROVISIONS INCORPORATED BY REFERENCE.** The provisions of this HOME Addendum are incorporated into the lease between Landlord and Tenant as of the same date, and set forth at length therein.

9. **OCCUPANCY PROHIBITED.** Tenant warrants, by the execution of the lease, and this Addendum to the lease that neither it, nor any part of its household, is now or has been an employee, agent, or consultant retained by the Project Developer, Owner/Landlord or Sponsor.

10. **ANNUAL INCOME CERTIFICATION.** Lessee agrees to, upon written request from the Landlord or the Housing Commission, certify under penalty of perjury the accuracy of all information provided in connection with the examination or reexamination of annual income of the Tenant’s household. Further, Tenant agrees that the annual income and the other eligibility requirements are substantial and material obligations of the tenancy and that the Tenant will comply promptly will all requests for information with respect to the tenancy from the Landlord and/or the Housing Commission. Further, Tenant acknowledges that Tenant’s failure to provide accurate information regarding such requirements (regardless of whether such inaccuracy is intentional or unintentional) or the refusal to comply with the request for information with respect thereto, shall be deemed a violation of this lease provision, and a material breach of the tenancy and shall constitute cause for immediate termination of the tenancy.

11. **NONDISCRIMINATION.** The Landlord shall not discriminate against the Tenant in the provision of services, or in any other manner, on the grounds of age, race, color, creed, religion, sex, disability, national origin, or familial status.

12. **TERM OF LEASE.** Tenant is aware that the unit being leased is assisted with HOME funds. Under the provisions of 24 CFR 92.253 (a), a lease must be for a period of not less than one (1) year, unless the Tenant and Landlord agree by mutual agreement that the term of the lease be less. By initialing below, the Tenant consents to less than one year lease.

TENANT CONSENTS TO LESS THAN ONE YEAR LEASE: _____ (Tenant Initials)

LANDLORD (or authorized representative)

TENANT

By: _____

By: _____

By: _____

By: _____

Date: _____

Date: _____