

HOME ADDENDUM

This must be completed for all HOME units

I. The tenant has been offered a one year lease term and has elected a:

() one year lease () six month lease () month to month

II. *Prohibited lease terms.* The lease **MAY NOT** contain any of the following provisions:

- A. *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;
- B. *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 parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with state law.
- C. *Excusing owner from responsibility.* Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
- D. *Waiver of notice.* Agreement of the tenant that the owner may institute a lawsuit without notice of the tenant;
- E. *Waiver of legal proceeding.* Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which 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 and 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.

III. *Termination of tenancy.* An owner may not terminate or refuse to renew the lease of a tenant of rental housing assisted with HOME funds through this program except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable federal,

state or local law; for completion of the tenancy period for transitional housing; or for other good cause. Any termination or refusal to renew must be preceded by not less than 30 days' written notice by the owner's service upon the tenant; said notice shall specify the grounds for the action.

IV. *Tenant reporting.* Tenant is required to provide timely and accurate information to the owner to determine tenant's eligibility at move-in and recertification. A failure to provide such certifications, verifications and information in a timely manner, as reasonably requested by owner, or any falsification or willful misrepresentation thereof, shall be deemed a material non-compliance with the lease.

V. *Lessor notice.* Lessor must give 24-hour notice to lessee to enter and go upon the premises for inspection and/or repair of the unit excepting emergency situations.

VI. *Maintenance and replacement.* An owner of rental housing assisted with HOME funds must maintain the premises in compliance with all applicable housing quality standards and local code requirements.

VII. *Conflict with Other Provisions of the Lease.* In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Signatures below certify that the offer of a one year lease term has been extended and if any other lease terms are available, they have been disclosed at time of the initial lease agreement and the rental lease term has been accepted by the applicant.

Resident Signature Date

Resident Signature Date

Management Agent Date