

**HOME Investment Partnership Program
LEASE ADDENDUM**

This lease addendum adds the following paragraphs to the lease between a tenant and an owner of rental housing assisted with HOME Investment Partnerships Program (HOME) funds, as specified under HOME Federal HUD Regulations 24 CFR 92.

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.

- A. **Lead Paint Disclosure.** For property built prior to January 1, 1978, the owner will provide tenant with an EPA approved lead hazard information booklet and incorporate an executed Lead-Based Paint Acknowledgement Disclosure form as part of the Lease.
- B. **Lease.** The term of the lease must be for not less than one year, unless mutually agreed upon by Owner and Tenant.
- C. **Prohibited Lease Terms.** The Lease may *Not* contain any of the following provisions:
- (1) *Agreement to be sued.* Agreement by the tenant to be sued, to admit to guilt, or to a judgement in favor of the owner in a lawsuit brought in connection with the lease;
 - (2) *Treatment of property.* Agreement by tenant that the owner may take, hold, or sell personal property of household members without notice to 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 housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;
 - (3) *Excusing owner of responsibility.* Agreement by the tenant not to hold the owner or the owners agent 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 rights 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 action 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.
- D. **Annual Income Review.** Owner agrees to certify tenant's household income on an annual basis, pursuant to the requirements of the HOME program. Tenant agrees to submit documentation and consent to third party verification of income and assets as deemed necessary and reasonable.



Form F-22

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Providing false information and/or failure to cooperate is a violation of the lease and can result in termination of the lease.

- E. **Tenant Income and Rent Restrictions.** Owner and tenant acknowledge that as a participant in the HOME program the rents charged by the Owners are subject to the HOME Rent Limits. Should a tenant’s household income exceed the applicable HOME limits their rent will be increased according to the HOME regulations.
- F. **Inspection.** Owner retains the right, and to permit the City of Mesa Housing and Community Development (HCD) and the Department of Housing and Urban Development (HUD), to inspect HOME-assisted units during the affordability period. Tenants must receive at least twenty-four (24) hour notice for inspections.
- G. **Housing Standards.** Owner agrees to maintain the building and premises in compliance with all applicable building and/or occupancy codes of the City of Mesa. Furthermore, building and premises must comply with HUD Housing Quality Standards or additional standards as adopted by the City of Mesa (HCD).
- H. **Fair Housing and Non-Discrimination.** The Fair Housing act prohibits discrimination in housing upon the basis of Race, Color, National Origin, Disability, Sex, Religion, and Familial Status.
- I. **Termination of Tenancy.** Owner may not terminate tenancy or refuse to renew the lease except for good cause. Tenant must be given notice at least thirty (30) days prior that states the grounds for the action.

Owner or authorized representative and tenant(s) have reviewed the above information and agree to the terms of this Lease Addendum and hereby acknowledge the receipt of a signed and dated copy hereof.

Owner/Agent	Date	Tenant	Date
		Tenant	Date