

HOME PROGRAM ADDENDUM TO LEASE

Homeownership Rehabilitation in Mobile Home Parks

Term of Lease. The term of this lease shall be equal to the length of the affordability period commencing on the effective date written above

Termination of Tenancy. The owner may not terminate the tenancy or refuse to renew this lease except for serious or repeated violations 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 60 days by the owner's service upon the tenant of a written notice specifying the grounds for the action.

Income Certification. As a requirement of the HOME Program, the tenant is required to provide household income information including third party documentation to the park owner prior to HOME assistance being provided for rehabilitation of the home. Recertification is required if more than six months elapse between initial certification and the disbursement of HOME funds.

Prohibited Lease Provisions. The following lease provisions are prohibited:

1. Agreement to be sued. Agreement by the tenant to be sued, to admit to 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 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 from responsibility. Agreement by the tenant not to hold the owner or owner's agents 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 a 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;
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.

Signatures

Tenant: _____ Date:

Owner: _____ Date: