

## **HOME and/or National Housing Trust Fund (HTF) Programs ADDENDUM TO LEASE**

The terms and conditions of this HOME/HTF Programs Addendum, attached hereto and incorporated herein, supersede the applicable terms and conditions of the Lease during the Affordability Period as defined in the HOME/HTF Programs Grant/Loan Agreement(s). In the event of a conflict between the terms of the Lease and the HOME/HTF Programs Addendum, the terms of the HOME/HTF Programs Addendum shall apply during the HOME/HTF Affordability Period(s).

Term of Lease. The term of this lease shall be for one year commencing on the effective date written above. Mutual agreement allows for less than 1 year.

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 30 days by the owner's service upon the tenant of a written notice specifying the grounds for the action.

Housing Inspection. As a requirement of the HOME/HTF Programs, the tenant is required to permit the annual inspection of the rental unit by staff of the Vermont Housing and Conservation Board or the HOME/HTF Programs and the owner.

Income Recertification. As a requirement of the HOME/HTF Programs, the tenant is required to provide household income information to the owner on an annual basis. Failure to provide such information may be considered just cause for termination of tenancy.

Increases in tenant income -- for HOME units only (HTF n/a). Upon annual income recertification, should the annual household income increase so that it is greater than 80% of median income, the household shall be required to pay as rent the lesser of 30% of the family's adjusted monthly income or an amount not to exceed the market rent for comparable, unassisted units in the neighborhood. However, tenants of HOME-assisted units that have been allocated low-income housing tax credits by a housing credit agency pursuant to section 42 of the Internal Revenue Code of 1986 must pay rent governed by Section 42.

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; and
9. Mandatory supportive services. Agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered.

Signatures

Tenant: \_\_\_\_\_ Date:

Owner: \_\_\_\_\_ Date: