

Property Name:			
Project# (HOME/NHTF Agreement #)		LIHTC Only: (BIN #)	
Tenant's Name (Head of Household)		Unit #	

- The lease term for a HOME-assisted unit must be for at least one year, unless the Tenant and the Landlord mutually agree upon a shorter term.
- The initial rent for this unit is \$_____ per month.
- The Tenant(s) understand that they must recertify their income eligibility on an annual basis. The Tenant's failure to cooperate in the income recertification process will constitute a violation of the lease. Deliberately providing false information can result in termination of the lease.
- The Landlord may choose not to renew a Tenant's lease for good cause as defined in the Tenant's lease. The Landlord must give the Tenant a written notice at least 30 days before the Tenant must vacate the unit.
- HOME 2016 legislation "if a tenant is a direct threat to safety of the tenants or employees of the housing or an imminent and serious threat to property" then 30-day notice to evict is not required. All state and local laws must be followed.
- Landlord retains the right to inspect, and permit the Iowa Finance Authority, HUD, or subrecipient of HOME awards to inspect units annually to ensure that the unit meets NSPIRE, as required by HOME. Tenants must receive at least a 24-hour notice prior to a scheduled inspection.
- For any building built prior to 1978, HUD's Lead Based Paint requirements for households with children under the age of six will apply.

The Landlord agrees that the lease will not contain the following HOME prohibited lease clauses:

- The Tenant shall not be sued, be made to admit guilt, or agree to a judgment in favor of the Landlord in a lawsuit brought in connection with the lease.
- The Landlord may not seize or sell personal property of household members without written notice to the Tenant and a court decision on the rights of the parties. This does not apply to disposition of personal property left by a Tenant who has vacated a property which shall be disposed of in accordance with state law.
- The Tenant will not be asked to hold the Landlord or Landlord's agents legally responsible for any action or failure to act, whether intentional or negligent.
- The Landlord will not institute a lawsuit without proper written notice to the Tenant.
- The Landlord will not start proceedings to evict the Tenant and/or any 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.
- The Tenant will not be asked to waive the right to a trial by jury.

IFA HOME/NHTF Lease Addendum

- The Tenant will not be asked to waive the right to appeal or to otherwise challenge in court a court decision in connection with the lease.
- The Tenant will not be required to pay Landlord’s attorney’s fees or other legal costs if the Tenant wins in a court proceeding against the Landlord. The Tenant, however, may be obligated to pay costs if the Tenant loses.
- The Tenant will not be required to accept supportive services unless the Property is a transitional housing project.

The HOME Provisions listed in this Lease Addendum shall supersede any conflicting language contained in the lease.

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Landlord: _____ Date: _____