

Property Name: _____

Project# (HOME/NHTF Agreement #) _____ LIHTC Only: (BIN #) _____

Tenant's Name (Head of Household) _____ Unit # _____

- The lease term for a HOME or National Housing Trust Fund (NHTF)-assisted unit must be for at least one year, unless the Tenant and the Owner mutually agree upon a shorter term.
- The rent is subject to the rent restrictions of the HOME or NHTF Program.
- The initial rent for this unit is \$ _____ per month.
- The Owner retains the right to adjust rents, in accordance with the HOME/NHTF Rent limits.
NOTE: The rent for Tenants whose incomes exceed the HOME 80% income limits may increase.
- 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 Owner may choose not to renew a Tenant's lease for good cause as defined in the Tenant's lease. The Owner must give the Tenant a written notice at least 30 days before the Tenant must vacate the unit.
- Owner retains the right to inspect, and permit the Iowa Finance Authority, and HUD to inspect HOME or NHTF-assisted units annually during the affordability period. 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 notification form must also be completed.

The Owner agrees to the following:

- The owner shall not require the tenant to agree to be sued, to admit guilt, or to a judgement in favor of the Owner in a lawsuit brought in connection with the lease.
- The Owner 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 Owner or Owner's agents legally responsible for any action or failure to act, whether intentional or negligent.
- The Owner will not institute a lawsuit without proper written notice to the Tenant.
- The Owner 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.

- 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 Owner's attorney's fees or other legal costs if the Tenant wins in a court proceeding against the Owner. 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.

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Owner/
Representative: _____ Date: _____

Title: _____ Date: _____

*The HOME/NHTF provisions listed in this Lease Addendum shall supersede
any conflicting language contained in the lease.*