

HOME LEASE ADDENDUM

TENANT	LANDLORD	UNIT NO. & ADDRESS

This lease addendum adds the following paragraphs to the Lease between the Tenant and Landlord referred to above.

- A. Purpose of the Addendum.** The lease for the above-referenced unit is being amended to include the provisions of this addendum because the apartment project has received funding under the federal HOME Investment Partnerships Program (“HOME Program”).
- B. 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.
- C. Term of Lease.** Notwithstanding anything herein to the contrary, the Lease term shall be for a period of 12 months.
- D. Termination of Tenancy.** The Landlord may evict the Tenant following applicable state and local laws. The landlord must provide the Tenant with at least 30 days' written notice of the termination.
- D. Prohibited Lease Provision.** Any provision of the Lease which falls within the classifications below shall not apply and not be enforced by the Landlord.

 - (1) *Confession of Judgment.* Consent by the Tenant to be sued, to admit guilt, or to a judgment in favor of the landlord in a lawsuit brought in connection with the Lease.
 - (2) *Treatment of Property.* Agreement by the Tenant that the Landlord may take or hold the Tenant's property, or may sell such property without notice to the Tenant and a court decision on the rights of the parties. This prohibition does not apply to an agreement by the Tenant concerning disposition of personal property remaining in the unit after the Tenant has moved out. The Landlord may dispose of personal property in accordance with state law.
 - (3) *Excusing the Landlord from Responsibility.* Agreement by the Tenant not to hold the Landlord or Landlord's agent legally responsible for any action or failure to act, whether intentional or negligent.
 - (4) *Waiver of Legal Notice.* Agreement by the Tenant that the Landlord may institute a lawsuit without notice to the Tenant.
 - (5) *Waiver of Court Proceedings for Eviction.* Agreement by the Tenant that the Landlord may evict the Tenant of household

members (i) without instituting a civil court proceedings in which the Family has the opportunity to present a defense, or (ii) before a decision by the court on the rights of the parties.

- (6) *Waiver of Jury Trial.* Authorization to the Landlord to waive the Tenant's right to a trial by jury.
- (7) *Waiver of Right to Appeal Court Decision.* Authorization to the Landlord to waive the Tenant's right to appeal a court decision or waive the Tenant's right to sue to prevent a judgment from being put into effect.
- (8) *Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of the Lawsuit.* Agreement by the Tenant to pay attorney fees or other legal costs even if the Tenant wins the court proceeding by the Landlord against the Tenant. The Tenant, however, may be obligated to pay costs if the Tenant loses.

E. Nondiscrimination. The Landlord shall not discriminate against the Tenant on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status.

TENANT SIGNATURES	LANDLORD SIGNATURES
By: (Type or Print Name of Tenant Representative)	LANDLORD NAME:
(Signature/Date)	By: (Type or Print Name of Landlord Representative)
By: (Type or Print Name of Tenant Representative)	(Signature/Date)
(Signature/Date)	