

Exhibit R - HOME and/or HTF/NHTF Form

This form must be completed at the time of the initial occupancy certification, and in any instance a new lease is signed, for all HOME and/or HTF/NHTF units. This form should be placed in the tenant file and made available to MHDC upon request. To the extent that any portion of this agreement conflicts with the HUD Lease Agreement, the HUD requirements shall control.

Property Name:	Property Number:
Household Name:	Unit Number:
Owner/Managing Agent:	

Any provision of the lease which falls within the classifications below shall not apply and not be enforced by the Owner/Managing Agent.

1. The parties to this lease agree that any provision of this lease that falls within any classification below (a-h) shall be deemed null and void:
 - a. **Confession of Judgment.** Prior consent by the tenant to be sued, to admit guilt, or to judgment, in favor of the Owner/Managing Agent in a lawsuit brought in connection with lease.
 - b. **Seize or Hold Property for Rent or Other Charges.** Authorization to the Owner/Managing Agent to take property of the tenant, or hold property of the tenant, as a pledge or security until the tenant meets any obligation which the Owner/Managing Agent has determined the tenant has failed to perform.
 - c. **Exculpatory Clause.** Agreement by the tenant not to hold the Owner/Managing Agent legally responsible for any action or failure to act, whether intentional or negligent.
 - d. **Waiver of Legal Notice.** Agreement by the tenant that the Owner/Managing Agent may institute a lawsuit without notice to the tenant.
 - e. **Waiver of Legal Proceedings.** Agreement by the tenant that the Owner/Managing Agent may evict the tenant or hold or sell possessions of the tenant Family if the Owner/Managing Agent determine that the tenant has violated the lease, without notice to the tenant or any court decision on the rights of the parties.
 - f. **Waiver of Jury Trial.** Authorization to the Owner/Managing Agent to waive the tenant’s right to trial by jury.
 - g. **Waiver of Right to Appeal Court Decision.** Authorization to the Owner/Managing Agent to waive the tenant’s right to appeal a decision on the ground of judicial error or to waive the tenant’s right to sue to prevent a judgment form being put into effect.
 - h. **Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of Lawsuit.** Agreement by the tenant to pay lawyer’s fees or other legal costs whenever the Owner/Managing Agent decides to sue, whether or not the tenant wins.
 - i. **Acceptance of Supportive Services.** Agreement by tenant to accept supportive services (with an exception for residents of transitional housing).

2. The parties to this lease also agree that the Owner/Managing Agent shall not discriminate against the tenant in any manner, including the provision of services, based on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status.

3. The parties to this lease also agree that the term of the lease shall not be for less than one year, unless by mutual agreement between the tenant and the owner.

4. The parties to this lease agree that this unit is a HOME and/or HTF/NHTF unit, and the HOME and/or HTF/NHTF program imposes certain conditions on the parties to this lease including but not limited to the following:
 - a. This unit is subject to all income and rent restrictions including, but not necessarily limited to, those set forth by the United States Department of Housing and Urban Development (“HUD”).
 - b. The Owner/Managing Agent must examine tenants’ income status annually; failure of the tenant to comply with this procedure is grounds for eviction.
 - c. The unit is subject to the HUD requirements regarding the displacement, relocation and acquisition.

5. The parties to this lease agree that the following rent restrictions apply for Over Income Households:

If the household income exceeds 80 percent of the published income limits while in a HOME unit, upon the next recertification the resident will be required to pay 30 percent of their adjusted income as rent. Any rent changes do not go into effect until a new lease is executed. If the household occupies a unit regulated by both the Low-Income Housing Tax Credit(LIHTC) program and HOME program, the LIHTC program rules for rent restrictions must apply.

Owner/Managing Agent Signature:	Date:
Print Name:	

Head of Household Signature:	Date:
Print Name:	