

EXHIBIT R- HOME and NHTF LEASE ADDENDUM

Please Note: The Exhibit R is to be completed at:

- 1) Initial move-in and;
- 2) Recertification and;
- 3) Lease renewal and;
- 4) Any instance a new lease is signed.

Tenant	Owner/Managing Agent	Unit No. & Address

This lease addendum is attached to and made part of the lease agreement between the parties identified above (as may be amended from time to time, collectively the “lease”).

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 determines 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 from 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.

EXHIBIT R- HOME LEASE ADDENDUM

- (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 unit and the HOME program imposes certain conditions on the parties to this Lease including but not limited to:
 - (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

Tenant-Signature

Date: _____

Owner-Printed Name

Tenant-Printed Name

Date: _____