

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 Information	
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-i) 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 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.
 - 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. 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.
6. The owner shall maintain the physical condition of the unit and project, including uninterrupted utility service in projects with owner-controlled utility services. If there is a life-threatening deficiency impacting a tenant that cannot be repaired within one day, the tenant shall promptly be relocated to other physically suitable lodging at no additional cost until repairs are complete. Owners shall not charge tenants for "normal wear and tear or damage."
7. Tenants shall be able to organize, create tenant associations, convene meetings, distribute literature, and post information.
8. Security deposits must be refundable and no greater than two months' rent. Surety bonds, security deposit insurance, and similar instruments may not be used in lieu of or in addition to a security deposit.
9. Except for shared housing (a unit occupied by two or more families), the tenant's household shall have the right to exclusive use and occupancy of the leased unit. A family may reside in the unit with a foster child, foster adult, and/or live-in aide. Unless there is reasonable cause to believe that an emergency exists, the owner may only enter the housing unit if reasonable advance notification is provided and only for the purposes of inspections, maintenance, improvements, repairs, or showing the unit for re-leasing.
10. Tenants are protected against unreasonable interference or retaliation, including but not limited to unreasonable interference with the tenant's safety or peaceful enjoyment of a rental housing unit or the common areas of the rental housing project.
11. Owner must provide at least 60 days’ notice of any rent increase.
12. Tenants must be notified 30 days before a sale or foreclosure and 5 days before changes in ownership or property management.
13. Owners will keep all records containing personally identifying information secure and confidential.
14. Owners shall operate housing in accordance with all applicable nondiscrimination and equal opportunity requirements, including the Violence Against Women Act (VAWA). Prior regulation required rental housing assisted with HOME funds to incorporate the VAWA lease term/addendum into the written lease.

Owner/Managing Agent Signature:	Date:
Print Name:	

Head of Household Signature:	Date:
Print Name:	