

**HOME Program
Lease Addendum
(To be attached to and made part of the Lease)**

Tenant	Landlord/Owner	Unit No. & Address
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This Lease Addendum (this “Addendum”) is attached to and made part of that certain lease agreement dated as of the date hereof between the Landlord and Tenant referred to above (as the same may be amended from time to time, the “Lease”). The parties agree that the following covenants, terms and conditions shall be part of and shall modify or supplement the Lease, and that in the event of any inconsistency or conflict between the terms of the Lease and this Addendum, the terms of this Addendum shall control and prevail.

- A. Purpose of this Addendum.** The Lease for the above-referenced Unit is being amended to include the provisions of this Addendum because Tenant will be residing in a unit that has received federal funding under the HOME Investment Partnerships Program (the “HOME Program”). The HOME Program imposes certain restrictions on recipients of HOME funds, such as Landlord, and provides certain protections for tenants of rental housing assisted with HOME funds. Rhode Island Housing and Mortgage Finance Corporation with an address of 44 Washington Street, Providence, Rhode Island 02903 (“Rhode Island Housing”) administers the HOME Program with respect to the Unit.
- B. Lease.** The initial term of the Lease shall be for one year, or such longer time as is specified in the Lease. After the initial lease term, the Lease shall renew automatically on a month-to-month basis unless specified differently in the Lease. Any lease for an initial term of less than one year shall be subject to review by and approval of Rhode Island Housing prior to being effective.
- C. Termination of tenancy.** Landlord may not terminate the tenancy or refuse to renew the Lease except for serious or repeated violation of the terms and conditions of the Lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing; for completion of the tenancy period for transitional housing or failure to follow any required transitional housing supportive services plan, or for other good cause. To terminate the Lease or to refuse to renew the tenancy, Landlord must serve written notice upon Tenant specifying the grounds for the action at least 30 days before such termination or non-renewal.
- D. Security Deposit.** (1) Tenant has deposited \$_____ with Landlord as a security deposit (the “Security Deposit”). Landlord will hold this Security Deposit during the period Tenant occupies the Unit under the Lease. (2) After

Tenant has moved from the Unit, Landlord may, subject to state and local laws, use the Security Deposit as reimbursement for rent or any other amounts payable by Tenant under the Lease. Landlord will give Tenant a written list of all items charged against the Security Deposit and the amount of each item. After deducting the amount used as reimbursement to Landlord, Landlord shall promptly refund the full amount of the balance to Tenant.

E. **Utilities and Appliances.** The utilities and appliances listed in Column 1 below are provided by Landlord and are included in the rent. The utilities and appliances listed in Column 2 below are not included in the rent and are paid separately by Tenant.

	<u>Column 1:</u> <u>Included in Rent</u>		<u>Column 2:</u> <u>Tenant Paid</u>	
Utility/Appliance	y e s	Type (as applicable)	y e s	Type (as applicable)
Heating Fuel (specify type)				
Cooking Fuel (specify type)				
Electric, Lights				
Hot Water (specify type)				
Garbage Collection				
Refrigerator				
Stove/Range				
Other (specify)				

F. **Property Maintenance.** Landlord shall maintain the Unit, common areas, equipment, facilities and appliances in decent, safe, and sanitary condition.

G. **Prohibited Lease Provisions.** Notwithstanding any terms of the Lease, the following terms and provisions are deemed to be illegal in any lease subject to the HOME Program, and such terms and provisions, if any in the Lease, shall be void and of no force and effect:

- *Confession of Judgment.* Consent by Tenant to be sued, to admit guilt, or to a judgment in favor of Landlord in a lawsuit brought in connection with the Lease.
- *Treatment of Property.* Agreement by Tenant that Landlord may take or hold Tenant's property, or may sell such property without notice to Tenant and a court decision on the rights of the parties.
- *Excusing Landlord from Responsibility.* Agreement by Tenant not to hold Landlord or Landlord's agent legally responsible for any action or failure to act, whether intentional or negligent.

- *Waiver of Legal Notice.* Agreement by Tenant that Landlord may institute a lawsuit without notice to Tenant.
- *Waiver of Court Proceedings for Eviction.* Agreement by Tenant that Landlord may evict Tenant (i) without instituting a civil court proceeding in which Tenant has the opportunity to present a defense, or (ii) before a decision by the court on the rights of the parties.
- *Waiver of Jury Trial.* Authorization to Landlord to waive Tenant’s right to a trial by jury.
- *Waiver of Right to Appeal Court Decision.* Authorization to Landlord to waive Tenant’s right to appeal a court decision or waive Tenant’s right to sue to prevent a judgment from being put into effect.
- *Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of the Lawsuit.* Agreement by Tenant to pay lawyer’s fees or other legal costs whenever Landlord decides to sue, whether or not Tenant wins.
- *Mandatory Supportive Services.* Agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered.

H. **Nondiscrimination.** Landlord shall not discriminate against Tenant in the provision of services, or in any other manner, on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status.

I. **Tenant Selection.** An owner of rental housing assisted with HOME funds must adopt written selection policies and criteria that:

- Limits the housing to very low-income and low-income families.
- Are reasonably related to program eligibility and the applicant’s ability to perform the obligations of the lease.
- Provides for the selection of tenants from a written waiting list based on a tenant selection plan that has been reviewed and approved by Rhode Island Housing for the designated HOME-assisted unit.
- Gives prompt written notification to any rejected applicant of the grounds for any rejection.

J. **HOME Assistance.** Tenant and Landlord acknowledge that the Unit is part of a project that has received federal funding under the HOME Program and that the HOME Program imposes certain conditions on the parties hereto, including, but not limited to:

- The Unit is subject to all income, rent, and utility restrictions as approved annually by Rhode Island Housing and set forth by the United States Department of Housing and Urban Development (“HUD”).
- Landlord must examine Tenant’s annual income at least once a year.
- Tenant must report changes in income in the time frame required by Landlord.

- Tenant must provide any documentation required by Landlord and/or Rhode Island Housing to verify income or other requirements under the HOME Program.
- The Unit may be subject to regular inspection by the owner/property manager and Rhode Island Housing to ensure compliance with HOME property standards.

K. **Default or Event of Default.** The failure of Tenant to comply with any of the terms and conditions of this Addendum shall be deemed to be a material default or a material event of default under the terms of the Lease.

Signatures

Tenant

Landlord

Name of Tenant

Name of Owner

Signature

Signature

Date_____

Date_____

Name of Tenant

Name of Owner

Signature

Signature

Date_____

Date_____