

LEASE ADDENDUM

Landlord Name _____	Tenant Name _____
Unit Address _____	Unit # of Bedrooms _____
Unit City, State, Zip _____	Unit County: _____

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

A. Purpose of the Addendum. The lease for the above-referenced unit is being amended to include the provisions of this addendum because the Tenant has been approved to receive deposit and/or rental assistance under the ServiceProviderAgency MFA Rental Assistance Program (RAP). Under RAP, ServiceProviderAgency will make payments to the Landlord on behalf of the Tenant.

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. Terms of the Lease. The term shall begin on _____ and shall continue until: (1) the Lease is terminated by the Landlord in accordance with applicable state and local Tenant/Landlord laws; (2) the Lease is terminated by the Tenant in accordance with the Lease or by mutual agreement during the term of the Lease.

D. Terms of the Rental Assistance Program. ServiceProviderAgency (circle one: is / is not) providing rental assistance to Tenant. If rental assistance is being provided, payments shall begin on _____ and shall continue until: (1) _____; (2) the Lease is terminated by the Landlord in accordance with applicable state and local Tenant/Landlord laws; or (3) the Lease is terminated by the Tenant in accordance with the Lease or by mutual agreement during the term of the Lease; whichever is earlier.

E. Rental Assistance Payment. Each month (circle one: Tenant / ServiceProviderAgency) will make a rental assistance payment to the Landlord on behalf of the Tenant of \$_____. This payment shall be credited by the Landlord toward the monthly rent payable by the Tenant. The balance of the monthly rent shall be paid by the Tenant.

F. Security Deposit (1) The (circle one: Tenant / ServiceProviderAgency) has deposited \$_____ with the Landlord as a Security Deposit. The Landlord will hold this security deposit during the period the Tenant occupies the dwelling unit under the Lease. The Landlord shall comply with state and local laws regarding interest payments on security deposits. (2) After the Tenant has moved from the dwelling unit, the Landlord may, subject to state and local laws, use the security deposit, including any interest on the deposit, as reimbursement for rent or any other amounts payable by the tenant under the Lease. The Landlord will give the Tenant a written list of all items charged against the security deposit and the amount of each item, within 30 days of the Tenant's vacating the unit. After deducting the amount used as reimbursement to the Landlord, the Landlord shall promptly refund the full amount of the balance to the Tenant.

H. Household Members. The Tenant may not permit persons other than those listed below to join the Household without notifying ServiceProviderAgency and obtaining the Landlord's permission. Household members:

I. Housing Quality Standards. The Landlord shall maintain the dwelling unit, common areas, equipment, facilities and appliances in decent, safe, and sanitary condition (as determined by Section 8 Housing Quality Standards).

J. Termination of Tenancy. The Landlord may evict the Tenant following applicable state and local laws. The Landlord must notify ServiceProviderAgency in writing when eviction proceedings are begun. This may be done by providing ServiceProviderAgency with a copy of the required notice to the Tenant.

K. 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.

(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 Family (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 lawyer's fees or other legal costs whenever the Landlord decides to sue, whether or not the Tenant wins.

L. Nondiscrimination. The Landlord shall not discriminate against the 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.

TENANT SIGNATURES

LANDLORD SIGNATURES

By: _____
(Type or Print Name)

By: _____
(Type or Print Name)

(Signature/Date)

(Signature/Date)