

LEASE ADDENDUM

TENANT:	LANDLORD:	UNIT NO. & ADDRESS
PARTICIPATING AGENCY ("Grantee"):		

This lease addendum adds the following paragraphs to the lease between the Tenant and the Landlord referred to above ("Lease").

- A. *Purpose of the Addendum.* The Lease is hereby amended to include the provisions of this addendum because the Tenant has been approved to receive tenant based rental assistance under the Florida Housing Finance Corporation ("FHFC") Tenant-Based Rental Assistance Program ("Program").

- 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. *Rental Assistance Payment.*
 - (1) Each month the Tenant shall make a rental payment to the Landlord in the amount of \$_____. The Tenant is responsible for this monthly payment for the entire term of the Lease unless otherwise agreed to in writing between the Landlord and the Tenant.

 - (2) Each month the Landlord shall collect from the Agency a rental assistance payment on behalf of the Tenant in the amount of \$_____. The Agency shall make this rental assistance payment to the Landlord for each month the unit is Tenant occupied, but in no case shall payments exceed 12 months from the date of initial occupancy.

- D. *Housing Standards.* The Landlord shall maintain the unit, common areas, equipment, and facilities in decent, safe and sanitary condition in accordance with HUD's Housing Quality Standards (HQS) and federal, state and local laws.

- E. *Security Deposit.*
 - (1) The Landlord has received a deposit in the amount of \$_____ as a Security Deposit. The Landlord will hold this security deposit during the period the Tenant occupies the unit under the Lease. The Landlord shall comply with state and local laws regarding interest payments on security deposits.

 - (2) After the Tenant moves out of the unit, the Landlord shall refund the full amount of the security deposit to the Agency. The Landlord may, subject to state and local laws, use the security deposit, as reimbursement for rent or any other amounts payable by the Tenant under the Lease. The Landlord shall promptly return the balance of the full amount of the security balance to the Agency.

- F. *Rent Increases.* Rent Increases during the term of the Lease are prohibited without Agency approval.
- G. *Termination of Tenancy.* The Landlord may evict the Tenant following applicable state and local laws. The Landlord must notify the Agency that eviction procedures have begun.
- H. *Prohibited Lease Provisions.* Any provision of the Lease which falls within the classifications below **shall not apply and not be enforced by the Landlord:**
- (1) *Agreement to be Sued.* Agreement by the Tenant to be sued, admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the Lease.
 - (2) *Treatment of Property.* Agreement by the Tenant that the Landlord may take, hold or sell personal property of household members without notice to the Tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the Tenant concerning disposition of personal property remaining in the housing unit after the Tenant has moved out. The Landlord may dispose of this personal property in accordance with State Law.
 - (3) *Excusing the Owner from Responsibility.* Agreement by the Tenant not to hold the Landlord or the Landlord's agents legally responsible for actions or failure to act, whether intentional or negligent.
 - (4) *Waiver of Notice.* Agreement by the Tenant that the Landlord may institute a lawsuit without notice to the Tenant.
 - (5) *Waiver of Legal Proceedings.* Agreement by the Tenant that the Landlord may evict the Tenant or household members without instituting a civil court proceeding in which the Tenant has the opportunity to present a defense before a court decision on the rights of both parties.
 - (6) *Waiver of a Jury Trial.* Agreement by the Tenant to waive any right to a jury trial.
 - (7) *Waiver of a Right to Appeal Court Decision.* Agreement by the Tenant to waive the Tenant's rights to appeal or to otherwise challenge in court a decision in connection with the Lease.
 - (8) *Tenant Chargeable with Cost of Legal Actions Regardless of Outcome.* Agreement by the Tenant to pay attorney fees or other legal costs even if the Tenant wins the court proceedings by the Landlord against the Tenant. The Tenant, however, may be obligated to pay costs if the Tenant loses.
- I. *Nondiscrimination.* The Landlord shall not discriminate against the Tenant on the grounds of age, race, color, creed, religion, sex, handicap, national origin or familial status.

TENANT SIGNATURE:

By: _____
(Print name)

(Signature/Date)

LANDLORD SIGNATURE:

By: _____
(Print name)

(Signature/Date)

TENANT SIGNATURE:

By: _____
(Print name)

(Signature/Date)