



ADDENDUM TO APARTMENT LEASE TAX CREDIT

THIS ADDENDUM is being attached to, and incorporated by reference in, that certain Apartment Lease (the "Lease") between the undersigned landlord and the undersigned Tenant for the purpose of modifying certain terms and conditions of the Lease. The terms and conditions of this Addendum shall supersede the terms and conditions of the Lease to the extent inconsistent therewith.

1. Low-Income Housing Credit. The premises are to be operated in accordance with the requirements of the low-income housing credit program under Section 42 of the internal revenue Code of 1986, as amended (the "Program"). Tenant's rights hereunder shall be subject to the requirements that must be met under the Program in order for the Landlord to qualify to take the cost of the premises into basis for calculation of Landlord's tax credit. Tenant shall cooperate with all Landlord requirements related to such compliance and the Program.

2. Permitted Occupants. Only the following persons will be permitted to occupy the premises:

_____	_____
_____	_____
_____	_____

Tenant shall not allow any other person to move into the premises without Landlord's prior written approval.

3. Income Certification. Tenant has or will complete and execute an Income Certification Form prior to commencement of the lease term, and shall complete and execute further Income Certification Forms at Landlord's request at least annually hereafter. Upon request by Landlord, Tenant shall recertify Tenant's household income to Landlord or any governmental or quasi-governmental agency in a manner satisfactory to Landlord, and shall complete any and all other certifications and supply further documentation with respect to income and occupancy of the premises as may be reasonably requested by Landlord. Failure to provide accurate and timely income certification will constitute a breach of this lease.

4. Recertified Income. Tenant acknowledges that the annual recertification of Tenant's household income must meet the limitations imposed by the Program for continued occupancy of the premises.

5. Information Supplied. Tenant hereby certifies that the information supplied by tenant to Landlord that was taken into consideration by Landlord in determining Tenant's qualifications to rent the premises, including Tenant's Application, Income Certification and Recertification, is accurate, complete, and true in all respects.

6. Excess Rents. If it is determined that the premises are not a qualified low-income unit under Section 42(l)(3) of the Internal Revenue Code because the rent paid by Tenant, plus the applicable utility allowance, for the lease term exceeds the maximum rent allowed under Section 42 of the Internal Revenue Code, then Landlord shall immediately pay to Tenant the amount over such excess, with interest. If Tenant no longer occupies the premises when the excess rent determination is made, Landlord shall use its best efforts to locate Tenant for purposes of repaying the excess rent.

7. Increased Income. If, upon annual recertification, Tenant's household income exceeds 140% of the applicable Program limits, Landlord may: (a) increase Tenant's monthly rent to market rate, and paragraph 6 shall not apply to such rent increases, (b) move Tenant to a market rate unit, or (c) elect not to renew this Lease upon thirty (30) days written notice to Tenant.

8. Certain Changes. Tenant shall notify Landlord immediately in writing if Tenant's household size changes, his or her income increases, Tenant become(s) a full time student, or begins to receive HUD assistance. Landlord may elect not to renew this Lease if Tenant becomes a student and Landlord determines that Tenant's student status would disqualify the premises under the Program. Landlord may adjust Tenant's rent and/or utility allowance to reflect Tenant's status if Tenant becomes a HUD assisted tenant.



9. **Smoke Detector.** Landlord and Tenant each hereby acknowledge that state law requires the owner (Landlord) of a dwelling to install a functional smoke detector in the basement of the dwelling and on each floor level of each dwelling unit, except the attic or storage area of a dwelling unit. State law further requires the occupant (Tenant) to maintain any smoke detector in the premises unless the occupant (Tenant) or a government building inspector gives written notice to the owner (Landlord) that the smoke detector is not functional. Owner (Landlord) shall within 5 days after receipt of such a notice provide any maintenance necessary to make the smoke detector functional. Upon discovery that a smoke detector in the premises requires maintenance, occupant (Tenant) agrees to immediately either provide any maintenance necessary to make that smoke detector functional or provide owner (Landlord) written notification of the required maintenance.
10. **Barrier-Free Units.** If the premises are barrier-free and neither Tenant nor any member of Tenant's household uses a wheelchair, Landlord may require Tenant to relocate to a non barrier-free unit upon ten (10) days written notice if (a) a non barrier-free unit to which Tenant may relocate is available, and this unit is suitable for (b) a person who uses a wheelchair wishes to lease the premises.
11. **Security Deposit.** Tenant hereby authorizes Landlord to deposit the security deposit funds required by the Lease in a interest-bearing account in any bank, savings and loan association, credit union or elsewhere as permitted by applicable law. Interest earned may be disbursed to Landlord, except interest required by applicable law to accrue to the benefit of Tenant, which interest shall be disbursed as required to Tenant.
12. **Drug Free Housing.** In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Management and Resident agree to the following pertaining to Drug Free Housing:
 - a. Resident, any member of Resident's household, or a guest or other person shall not engage in drug-related activity, on or near the premises. "Drug-related activity" means the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute or use of a Controlled Substance 21 U.S.C. 802.
 - b. Resident, any member of the Resident's household, or a guest or other person shall not engage in any act intended to facilitate drug-related activity, on or near property premises.
 - c. Resident or members of the household will not permit the dwelling to be used for, or to facilitate drug-related activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
 - d. Resident or members of the household will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on or near property premises or otherwise.
 - e. VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of lease.
 - f. Resident, any member of the Resident's household, or a guest or other person shall not engage in acts of violence or threats of violence, including, but not limited to, the lawful discharge of firearms on or near property premises.

IN WITNESS WHEREOF, the undersigned have duly executed the addendum or caused it to be duly executed as of the date of the Lease.

LANDLORD:

TENANT:

Signature

Signature

Print Name

Print Name

Title

Signature

Print Name



We encourage and support the nation's affirmative housing program in which there are no barriers to obtaining housing because of race, color, religion, sex, national origin, handicap or familial status.