



## **ADDENDUM TO LEASE AGREEMENT LOW INCOME HOUSING TAX CREDIT PROGRAM SECTION 42 - INTERNAL REVENUE CODE OF 1986**



This ADDENDUM is being attached to, and incorporated by reference in, the Rental Agreement (the "Lease") between the undersigned Owner and the undersigned Resident for the purpose of modifying certain terms and conditions of the Rental Agreement. The parties agree that, if any terms of the Rental Agreement and this Addendum are inconsistent, the term set forth on this Addendum will govern.

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- 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"). Resident's rights hereunder will be subject to the requirements that must be met under the program in order for the Owner to qualify to take the cost of the premises into basis for calculation of the Owner tax credit. Resident will cooperate with all Resident requirements related to such compliance and the Program.

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

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- 3. Income Certification.** Resident has completed and executed an Income Certification Form prior to execution hereof, and shall complete and execute further Income Certification Forms at Owner's request and at least once annually hereafter. Upon request by Owner, Resident shall recertify Resident's household income to Owner or any governmental or quasi-governmental agency in manner satisfactory to Owner. Resident 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 Owner. Failure to provide accurate and timely income certification will constitute a breach of this Rental Agreement.
- 4. Recertified Income.** Resident acknowledges that the annual recertification of the Resident's household must meet the limitations imposed by the Program for continued occupancy of the premises.
- 5. Information Supplied.** Resident hereby certifies that the information supplied by Resident to Owner that was taken into consideration by Owner in determining Resident's qualification to rent the premises, including, Resident's Application, Income Certification and Recertification, is accurate, complete, and true in all respects.
- 6. Tax Credit and Home Properties.** Rents may be subject to the rent restrictions of the Tax Credit and/or HOME Program. Landlord retains the right to adjust rents in accordance with these rent limits with a proper 30-day notice within the one-year term of the Lease. In no case will rent exceed the basic rent that is in effect during the term of the Lease.
- 7. Excess Rents.** If it is determined that the premises are not a qualified low-income unit under Section 42 (I) (3) of the Internal Revenue Code because the Rent paid by Resident, plus the applicable utility allowance, for the Rental Agreement term exceeds the maximum rent allowed under Section 42 of the Internal Revenue Code, then the Owner shall immediately pay to the Resident the amount of such excess, with interest. If the Resident no longer occupies the premises when the excess rent determination is made, Owner shall use its best efforts to locate Resident for purposes of repaying the excess rent.
- 8. Increased Income.** If, upon annual recertification, Resident's household income exceeds 140% of the applicable Program limit, Owner may: (a) increase Resident's monthly rent to basic rent, and paragraph 6 shall not apply to such rent increases, and (b) rent the next available unit of comparable size to an eligible low-income Resident.

9. **Certain Changes.** Resident shall notify management immediately in writing if household's student status changes, household size changes, or begins to receive HUD assistance. If household become(s) an all full-time student household, Owner may elect to terminate this Rental Agreement if Owner determines that household's student status would disqualify the unit under the Program.
10. **Administrative Errors.** Due to the nature of the Section 42 program, if an administrative error made by either management or applicant / resident allows an otherwise ineligible applicant / resident to occupy a tax credit unit, upon discovery of this error, management may ask resident to vacate the unit for ineligibility with the Section 42 program and resident agrees to vacate within a reasonable amount of time not to exceed thirty (30) days.
11. **Intent to Vacate.** After the first full Rental Agreement term, one year, Resident may notify Owner of intent to vacate upon a thirty (30) days written notice.

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

OWNER/OWNER'S AGENT:

RESIDENT (S):

Property

Resident Signature/ Date

Management Representative/ Date

Printed Name

Printed Name

Resident Signature/ Date

Title

Printed Name

The Fair Housing Act, as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents of legal custodians, pregnant women, and people securing custody of children under the age of 18), and handicap (disability). Complaints of discrimination may be forwarded to the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, Room 5204, 451 Seventh Street, SW, Washington, DC 20410-2000 or call (voice) 1-800-669-9777, 1-817-978-5900 or (TTY) 1-817-978-5595.

*In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.*

*Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.*

*To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; fax: (202) 690-7442; or email: [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.*