

HOME TENANT BASED RENTAL ASSISTANCE (TBRA) LEASE ADDENDUM

LANDLORD: Landlord name as listed in Lease: _____
 Landlord's street address as listed in Lease: _____
 Landlord's Unit/Suite/Apartment Number: _____
 Landlord's City: _____ State: _____
 Landlord's Zip Code: _____

TENANT(S): Tenant 1 Name as listed in Lease: _____
Tenant 2 Name (if applicable): _____
 Unit street address listed in Lease: _____
 Unit/Apartment Number: _____
 City: _____ State: Kentucky
 Zip Code: _____

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

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, as identified above, has been approved to receive rental assistance under the HOME Tenant Based Rental Assistance (TBRA) Program administered by

herein after referred to as the TBRA ADMINISTRATOR. Under the TBRA program the TBRA ADMINISTRATOR will make monthly payments to the Landlord, as identified above, on behalf of the Tenant per terms of the HOME TBRA Rental Assistance Contract.

The Lease has been signed by the parties on the condition that the TBRA ADMINISTRATOR and Landlord will promptly execute a HOME TBRA Rental Assistance Contract. This Lease shall not become effective unless the Rental Contract has been executed by both the Landlord and the TBRA ADMINISTRATOR, effective the first day of the term of the Lease.

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 _____ (mm/dd/yy) and shall continue until: (1) the Lease is terminated by the Landlord in accordance with applicable state and local Tenant/Landlord laws; or (2) the Lease is terminated by the Tenant in accordance with the Lease or by mutual agreement during the term of the Lease; or (3) termination of the HOME Rental Assistance Contract between the TBRA ADMINISTRATOR and the Landlord.

D. Rental Assistance Payment. Each month the TBRA ADMINISTRATOR will make a rental assistance payment to the Landlord on behalf of the Tenant. This payment shall be credited by the Landlord toward the monthly rent payable by the Tenant. The balance of the monthly rent, if any, shall be paid by the Tenant.
 (circle one)

E. Security Deposit

- (1) The Tenant OR the TBRA ADMINISTRATOR (*select one*) 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 escrow of 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. After deducting the amount used as reimbursement to the Landlord, the Landlord shall promptly refund the full amount of the balance to the Tenant.

F. Utilities and Appliances. The utilities and appliances checked in Column #1 are provided by the Landlord and included in the rent. The utilities and appliances checked in Column #2 below are not included in the rent and are paid or provided separately by the Tenant.

| | Column #1 | Column #2 |
|--|------------------|----------------------|
| UTILITY/APPLIANCE/SERVICE | Included in rent | Tenant paid/supplied |
| Garbage Collection | | |
| Water/Sewer | | |
| Lights and electric (other than mentioned below) | | |
| Heating Fuel (type of heating fuel:*) _____) *fill in blank | | |
| Cooking Fuel (type of cooking fuel:*) _____) *fill in blank | | |
| Water heating (type of fuel:*) _____) *fill in blank | | |
| Who will supply the refrigerator? | | |
| Who will supply the stove/range? | | |
| Who will supply the air conditioner? _____ N/A | | |

G. **Household Members.** Household members authorized to live in this unit are listed below. The Tenant may not permit other persons to join the Household without notifying the Landlord and obtaining the TBRA ADMINISTRATOR'S and Landlord's permission.

| <i>Household Member</i> | <i>First Name</i> | <i>Last Name</i> | <i>Household Member</i> | <i>First Name</i> | <i>Last Name</i> |
|-------------------------|-------------------|------------------|-------------------------|-------------------|------------------|
| 1) | | | 6) | | |
| 2) | | | 7) | | |
| 3) | | | 8) | | |
| 4) | | | 9) | | |
| 5) | | | 10) | | |

H. **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).

I. **Termination of Tenancy.** The Landlord may evict the Tenant following applicable state and local laws. The Landlord must provide the Tenant with at least 30 days' written notice of the termination. The landlord must also notify the TBRA ADMINISTRATOR in writing when eviction proceedings are begun. This may be done by providing the TBRA ADMINISTRATOR with a copy of the required notice to the tenant.

J. **Prohibited Lease Provision.** Any provision of the Lease that falls within the classifications listed below shall not apply and not be enforced by the Landlord.

1. *Confession of Judgement.* Consent by the Tenant to be sued, to admit guilt, or to a judgement 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 proceeding 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 judgement 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.

K. **Nondiscrimination.** The Landlord shall not discriminate against the Tenant in the Provision of services, or in any other manner, on the grounds of race, color, national origin, sex, religion, disability, familial status, age, sexual orientation, gender identity, or marital status.

| TENANT SIGNATURE(S) | | LANDLORD SIGNATURE | |
|-----------------------------------|-------------|----------------------------------|-------------|
| <i>Printed Name of Tenant:</i> | | <i>Landlord Company Name:</i> | |
| <i>Signature of Tenant</i> | <i>Date</i> | <i>Printed Name of Landlord:</i> | |
| <i>Printed Name of Co-Tenant:</i> | | <i>Signature of Landlord:</i> | <i>Date</i> |
| <i>Signature of Co-Tenant</i> | <i>Date</i> | | |