LEASE ADDENDUM REGARDING CITY OF GLENDALE REQUIREMENTS

Subject Property Address and Unit Number: _____

All references to "landlord" shall mean the borrower of HOME funds for the construction and/or rehabilitation of the subject property.

Term: The lease must provide for housing for not less than one year, unless by mutual agreement between the tenant and the landlord.

Termination of Lease: Landlord, its successors or assigns, may not terminate a lease or refuse to renew the lease of a tenant, except for:

1) serious or repeated violation of the terms and conditions of the lease;
2) for violation of applicable federal, state, or local law;
3) for completion of the transitional housing period; or
4) for other good cause.

Any termination or refusal to renew must be preceded by an appropriate written notice prescribed by law. If the landlord chooses not to renew a tenant's lease, the landlord must give the tenant a written notice at least 30 days before the tenant must vacate the unit.

Provisions: The Lease may **not** contain any of the following provisions and in any conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall prevail:

a) Agreement 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;

b) 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 of the unit. The landlord may dispose of this personal property in accordance with state law.

c) Agreement by the tenant not to hold the landlord or the landlord's agents legally responsible for any action or failure to act, whether intentional or negligent;

d) Agreement of the tenant that the landlord may institute a lawsuit without notice to the tenant;

e) 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, or before a court decision on the rights of the parties;

f) Agreement by the tenant to waive any right to a trial by jury;

g) Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the tenant housing agreement; and

h) Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the landlord against the tenant, however, may be obligated to pay costs if the tenant loses.

Income Eligibility: Tenant agrees to certify on forms provided by the City of Glendale Housing Authority, the names and ages of each person living at the subject address and the income from all sources of each person living at the subject address. Tenant further agrees to provide this information to the City of Glendale on a yearly basis and to provide supporting documentation of income as requested by the City (i.e. payroll stubs, tax returns, bank statements, etc.). Failure to cooperate in the income certification process constitutes a violation of the lease.

Utilities: If the tenant pays for utilities, the lease may be terminated if the utilities are discontinued due to non-payment.

Unit Inspections: An annual unit inspection may be required by the landlord or by the City of Glendale Housing Authority. The landlord will need to access the unit for this purpose and will provide appropriate notice for the inspection.

Special Rent Adjustments: If at any time, household income exceeds the HOME Program requirements of 80% of Los Angeles County median, tenant agrees to pay 30% of their adjusted monthly income for rent and utilities.

I have read and understand this document.

Tenant Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

Landlord Signature: _____ Date: _____