

FDIC-AFFORDABLE HOUSING DISPOSITION PROGRAM LEASE ADDENDUM

(Signed by all tenants 18 years and older in each unit)

Property Name: _____ Unit #: _____

Addendum to Lease: *(Date of Most recent Lease)* _____

Required Lease Provisions

The AHDP (FKA Resolution Trust Corporation – RTC) requires the following, which shall be deemed incorporated in the above –referenced Lease as if set forth in full therein. *In the event of a conflict between the terms of the Lease or the terms of this Addendum, the terms of this Addendum shall control.*

1. Certification.
 - a. The lessee certifies the accuracy of the information provided in connection with the examination or re-examination of the annual income of the house hold of the lessee.
 - b. The lessee agrees that the Annual Income and other eligibility requirements shall be deemed substantial and material obligations of his or her tenancy, that he or she will comply promptly with all requests for information with respect thereto from the lessor, FDIC, or FDIC’s monitoring agency. The lessee’s failure to provide accurate information regarding such requirements (regardless of whether such in accuracy is intentional or unintentional) or refusal to comply with a request for information thereto shall be deemed a violation of substantial obligation of his or her tenancy and constitute cause for immediate termination thereof.

Prohibited Lease Provisions

Lease provisions not allowed under other federally-related affordable housing programs are also prohibited under AHP. The following provisions may not appear in the dwelling lease for any QU:

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 owner 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 unit after the tenant has moved out. The owner 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 owner or the owner's agents legally responsible for actions or failure to act, whether intentional or negligent.
4. **Waiver of notice.** Agreement by the tenant that the owner may institute a lawsuit without notice to the tenant.
5. **Waiver of legal proceedings.** Agreement by the tenant that the owner 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.
6. **Waiver of a jury trial.** Agreement by the tenant to waive any right to a jury trial.
7. **Waiver of right to appeal court decision.** Agreement by the tenant to waive the tenant's right to appeal or otherwise challenge in court a decision in connection with the lease.

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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 proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

The purpose of prohibiting these clauses is to ensure that tenants are not required to waive their rights in advance. These clauses should be removed or stricken from the lease form used for all AHP Qualified Units. Removal of these clauses does not prohibit owners from pursuing such actions by legal means to enforce provisions of the lease when lease violations occur.

The foregoing is hereby agreed to by *(Signed by all tenants 18 years and older in each unit):*

Adult Household Member	Sign	Print Name	Date
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Adult Household Member	Sign	Print Name	Date
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Adult Household Member	Sign	Print Name	Date
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Adult Household Member	Sign	Print Name	Date
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*Owner/Authorized Agent	Sign	Print Name	Date
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