

Louisiana Housing Corporation
TAX CREDIT PROGRAM ADDENDUM

THIS RESIDENTIAL LEASE ADDENDUM (hereinafter referred to as the "Addendum") is made and entered into this ___ day of ___, 20___, to that certain Residential Lease Agreement dated _____, 20___ (hereinafter referred to as the "Lease") and is entered into by and between _____ (hereinafter referred to as "Lessor") and _____ (hereinafter referred to as "Lessee") for the unit located at _____ in the Apartment Complex commonly referred to as _____ (the "Premises").

NOW THEREFORE, notwithstanding any other provisions to the contrary contained in the Lease, the parties here to covenant and agree that the Lease shall be modified and amended as follows:

1. THE PARTIES ACKNOWLEDGE AND AGREE that the Premises participates in the federal Low Income Housing Tax Credit Program. This means the provisions of Section 42 of the Internal Revenue Code of 1986, as amended, are applicable to this Lease including, without limitation:

- a. Lessor may not terminate a lease or refuse to renew a lease except for "good cause." Good cause is defined as a serious or repeated violation of the lease by the Tenant.
- b. Lessee is protected by the Violence Against Women Act ("VAWA"), as amended from time to time. Incidents of domestic violence, dating violence, or stalking, or criminal activity directly relating to abuse, do not constitute "good cause" for termination of the victim's tenancy.
- c. Lessee is protected by the Fair Housing Act, as amended from time to time. Under the Fair Housing Act a tenant with disabilities is entitled to a "reasonable accommodation," or exception to normal rules and policies, when certain conditions are met as enumerated in the Act.

2. THE PARTIES ACKNOWLEDGE AND AGREE that the subject Premises are specifically identified and under the administrative control of the Section 42 Low Income Housing Tax Credit Program (hereinafter referred to as the "Program"), which limits occupants to an annual income level and provides lower rent rates to households who meet certain Program criteria (hereinafter referred to as "Qualified Households").

3. THE PARTIES ACKNOWLEDGE AND AGREE that under the Low Income Housing Tax Credit program the Lessor may not charge rent in excess of the maximum allowable rents annually revised and published by the U.S. Department of Housing and Urban Development ("HUD"). Participation in the Program allows the owner or its agent to increase the monthly rent rate based upon maximum allowable rents annually revised and published by the U.S. Department of Housing and Urban Development ("HUD"). Lessor reserves the right to increase rent rates in accordance with Program guidelines, subject to thirty (30) days written notice to Lessee, effective for the balance of said lease term.

4. THE PARTIES ACKNOWLEDGE AND AGREE that participation in the Program also requires that Qualified Households must meet certain income limitations based upon the number

of persons residing in the Premises and Lessee(s) agrees to notify Lessor immediately of any increases or decreases in the number of persons residing in the Premises.

5. THE PARTIES ACKNOWLEDGE AND AGREE that participation in the Program requires re-certification by the Lessee every twelve (12) months as required by the Program. Lessee(s) agrees to submit all necessary documentation required by the Program to Lessor for the purpose of insuring that Lessee(s) remains a Qualified Household. In the event that Lessee(s) fails to deliver such information thirty (30) days prior to re-certification deadline, Lessor reserves the right to issue a written Notice to Vacate to Lessee(s). Lessee has the right to provide the requested documents and thereby correct the default at any time before a judgment of eviction is rendered. Lessee acknowledges that he/she has received the information on the Program re-certification and understands such requirements.

6. THE PARTIES ACKNOWLEDGE AND AGREE that participation in the Program is limited to specific restrictions with respect to students and that qualification to remain a Qualified Household is at all times dependent upon the household meeting all student status requirements. Should Lessee(s) fail to meet these requirements at any time, Lessee(s) will be deemed an unqualified household and will be subject to immediate eviction and shall be issued a written thirty (30) day notice to vacate. Lessee(s) agrees to notify Lessor immediately of any change in student status by any member of the household.

Except as otherwise modified and amended herein, all other terms and conditions shall remain in effect under the original lease. This addendum is enforceable by the parties as part of the lease agreement. To the extent that any portion of this addendum conflicts with the lease agreement, this addendum controls.

LESSOR:

LESSEE(S):

By:
Title:
Date:

By:
Title:
Date: