

**IHCDA RENTAL ASSISTANCE FUND PROGRAM
ADDENDUM TO LEASE**

Tenant:	Unit No. & Address:	Landlord Contact Name:
Landlord Phone #:	Landlord E-mail:	Payable to (entity and address):
Lease Effective Date:		

THIS ADDENDUM TO LEASE (“Addendum”) is executed for the following purposes:

- A. The individual(s) executing this Addendum as the “Tenant” experienced a financial hardship due to the coronavirus disease 2019 (“COVID-19”) and are eligible for short-term rental assistance through the Indiana Housing and Community Development Authority’s (“IHCDA”) Rental Assistance Fund.
- B. As an inducement to the “Landlord” that is a party to the Lease with the Tenant, IHCDA agrees to provide rental assistance as described in this Addendum on behalf of Tenant under the Lease.
- C. Landlord and Tenant have entered into this Addendum as part of IHCDA’s Rental Assistance Fund Program (“the Program”).

IN CONSIDERATION of the mutual agreements and conditions herein, Tenant and Landlord agree as follows:

1. Tenant Certification: Under penalties of perjury and fraud, the Tenant affirms the following: that Tenant experienced a loss of income due to COVID-19 and that the information that Tenant has provided is true and correct. Tenant understands that, any misrepresentation of information or failure to disclose information requested in the application and/or Addendum may disqualify the Tenant from receiving assistance and/or may result in the Tenant having to return any assistance that Landlord received from IHCDA on behalf of the Tenant.

2. Landlord Certification: If the unit that is the subject of this Addendum is a “covered dwelling” or “covered property” under Section 4024 of the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. 116-136), Landlord certifies that no fees, penalties, or other charges have been charged to the Tenant for nonpayment of rent during the period of March 27, 2020, through July 25, 2020. Landlord certifies under the penalties of perjury and fraud that the information that Landlord has provided is true and correct. Landlord understands that, any misrepresentation of information or failure to disclose information requested for this Addendum may disqualify the Landlord from receiving payments from IHCDA and/or may result in the Landlord having to return any payments that Landlord received from IHCDA.

3. Rent: The total rent payable to the Landlord under the Lease is \$_____ per month. IHCDA will pay the Landlord an amount of up to \$500 per month for a period not to exceed four months. IHCDA will only provide assistance in the form of rent and will not pay for any other costs associated with the Tenant’s stay, such as utilities, cable, storage units, carports, or garages. IHCDA will not pay rent for any period after the date that the Tenant moves out of the premises. Landlord may not increase the monthly

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rent payable under the Lease during the term of this Addendum without notifying and receiving approval from IHCDCA prior to increasing the rent.

4. **Arrears:** IHCDCA will pay the Landlord for arrears (past due rent) and late fees for payments due on or after April 1, 2020, if arrears are listed in Table A. IHCDCA will not pay for any late fees accrued after the execution of this Addendum. In addition, any amount paid as arrears will reduce the amount available for monthly rental assistance by an equal amount.

5. **Total Payment:** Under no circumstances will the total sum of rent and arrears paid by IHCDCA exceed \$2,000.00. Tenant and IHCDCA will make payments for Rent and Arrears according to Table A. IHCDCA will pay the Landlord a one-time lump sum.

Table A				
(A) <u>Month</u> (List each month below that Tenant is asking to receive assistance (Not to exceed 4 months))	(B) <u>Date Payment Due</u> (List below the date that rent is/was due for each month listed in Column A)	(C) <u>Total Due to Landlord</u> (List below the total rent due to Landlord for each month listed in Column A)	(D) <u>Amount to be Paid by IHCDCA</u> (Up to \$500 per month not to exceed Total Due to Landlord)	(E) <u>Amount to be paid by Tenant</u> (Column C minus Column D for each month listed in Column A)
Totals				

6. **Limitation:** IHCDCA will not reimburse the Landlord for any damage caused by the Tenant. The obligation from IHCDCA to the Landlord and Tenant is limited solely to the payment of rent as described in paragraph 3 and arrears as described in paragraph 4 and as depicted in Table A. Landlord and Tenant acknowledge that IHCDCA has not assumed any other responsibilities.

7. **Lease:** This Addendum must be attached to the Lease that was entered into between the Landlord and Tenant and will be effective as of the date identified in the box located at the top of page 1. This Addendum modifies the Lease with the provisions listed in this Addendum.

8. **Prohibited Lease Provisions:** Provisions of the Lease that fall within any one of the classifications listed below shall have no force or effect during the period of this Addendum and may not be enforced against Tenant by the Landlord:

- a. **Agreement to be Sued:** 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. **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. 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 owner may dispose of this personal property in accordance with the State law.
- c. **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.
- d. **Waiver of Legal Notice**: Agreement by the Tenant that the Landlord may institute a lawsuit without notice to the Tenant.
- e. **Waiver of Legal Proceedings**: Agreement by the Tenant that the Landlord may evict the Tenant or household members (i) without instituting a civil court proceeding in which the Tenant has the opportunity to present a defense, or (ii) before a court decision on the rights of the parties.
- f. **Waiver of Jury Trial**: Agreement by the Tenant to waive any right to a trial by jury.
- g. **Tenant Chargeable with Cost of Legal Actions Regardless of Outcome**: Agreement by the Tenant to pay lawyer's fees or other legal costs even if the Tenant wins in a court proceeding by the owner against the Tenant. The Tenant, however, may be obligated to pay costs if the Tenant loses.

9. **Term of Addendum**: This Addendum shall expire at the earlier of: (1) four (4) months from the date of execution or (2) when the Tenant ceases to occupy the premises.

10. **Tenant Vacating Unit**: Should Tenant vacate the unit for any reason during the term of this Addendum, the Landlord must notify IHCDA immediately. Landlord agrees to repay IHCDA for any amounts of rent paid by IHCDA for a time when the Tenant has either vacated or moved out of the unit.

11. **Termination of Tenancy**: The Landlord may not terminate the Tenant from the Lease during the term of this Addendum, as defined in paragraph 9 above, except under the following circumstances: (1) for serious or repeated violations of the terms and conditions of the Lease; (2) for Tenant's failure to comply with the payment arrangement described by the schedule in Table A; (3) for violation of applicable Federal, State or local law; (4) for expiration of the tenancy period under the Lease; (5) if the Tenant no longer intends to occupy the premises; or (6) for other good cause. **Notwithstanding the foregoing, the Landlord cannot terminate the Lease, file for eviction against the Tenant, or assess late fees or other charges during the term of this Addendum for nonpayment or late payment of rent, unless the following criteria are met: (1) Tenant is more than forty-five (45) days delinquent on a payment due under the payment arrangement described in Table A or any other payment that becomes due during the term of this Addendum; AND (2) more than forty-five (45) days have passed since the execution of this Addendum. Landlord must provide written notice including the reason for termination to the Tenant and to IHCDA via RAF@ihcda.in.gov.**

12. **Program Questionnaire**: The Landlord agrees to complete an end-of-program questionnaire for program evaluation purposes. If the Landlord has multiple tenants participating in IHCDA's Rental Assistance Fund program, Landlord may combine data for multiple tenants into a single response.

13. Third-Party Beneficiary: Nothing in this Addendum shall be construed as creating any rights for any third-party beneficiaries to enforce any provision of this Addendum or to assert any claim against the Tenant, or the Landlord under this Addendum, except for IHCD. For the purposes of this Addendum, the Indiana Housing and Community Development Authority shall be an express third-party beneficiary hereof and may enforce the provisions hereof as if it were a party hereto.

14. Non-discrimination: The Landlord shall not discriminate against the Tenant in the provision of services, or in any other manner, on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status.

15. Duplication of Benefits:

- a. Tenant hereby certifies that Tenant has not already received rental assistance through IHCD's COVID-19 Rental Assistance Fund Program at this or any other address.
- b. Landlord hereby certifies that the Landlord has not already received rental assistance through IHCD's COVID-19 Rental Assistance Fund Program for this Tenant.
- c. Tenant and Landlord hereby certify that they have not and/or will not receive another form of rental assistance during the same period covered by this Lease Addendum.

16. Fraud Warning: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States shall be fined not more than \$10,000 or imprisoned for not more than five (5) years or both.

IN WITNESS WHEREOF, Tenant and Landlord have executed or caused to be executed this Addendum to Lease to be effective as of _____.

“TENANT”

“LANDLORD”

Signature

Signature

Printed

Printed

Date

Date

Signature

Printed

Date



We encourage and support the nation's affirmative housing program in which there are no barriers to obtaining housing because of race, color, religion, sex, national origin, handicap, or familial status.

