

**Exhibit H-5 (HTF Addendum) to Addendum H**

***MUST BE ATTACHED TO YOUR LEASE OR CAN BE TYPED INTO YOUR LEASE WORD FOR WORD***

HTF PROGRAM  
ADDENDUM TO LEASE

Notwithstanding anything to the contrary in the lease (the "Lease") to which this Addendum is attached, the following terms, conditions, covenants and agreements shall apply:

Neither the Lease nor any of the terms, conditions, covenants or agreements thereof shall breach or be in violation of that certain Declaration of Land Use Restrictive Covenants or Alabama's HTF Program recorded in [ ] Book (or Volume) [ ] at Page [ ] et seq., in the Office of the Judge of Probate of [ ] County, Alabama.

2. The Lease must be for not less than one (1) year, unless by mutual agreement between the landlord and the tenant.

3. If any of the following provisions are contained in the Lease, they are hereby deleted:

- 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 apartment after the tenant has moved out of the apartment. The landlord may dispose of this personal property in accordance with Alabama 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 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.
- 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 Lease.
- 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. The tenant, however, shall be obligated to pay costs if the tenant loses.

4. The landlord may not terminate the tenant's tenancy or refuse to renew the Lease except for (a) serious or repeated violation of the terms and conditions of the Lease, (b) violation of applicable federal, state or local law, (c) completion of the transitional housing tenancy period or (d) other good cause. Any termination or refusal to renew must be preceded by not less than thirty (30) days by the landlord's service upon the tenant of a written notice specifying the grounds for the action.

5. The landlord must maintain the apartment, the building of which the same is a part and the grounds surrounding said building in compliance with all applicable housing quality standards and local code requirements.

6. The landlord must adopt written tenant selection policies and criteria that (a) are consistent with the purpose of providing housing for very low-income and low-income families, (b) are reasonably related to program eligibility and the applicant's ability to perform the obligations of the Lease, (c) give reasonable consideration to the housing needs of families that would have a preference under 24 C.F.R. 960.407 and (d) provide for (i) the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable, and (ii) the prompt written notification to any rejected applicant of the grounds for any rejection.

In the event of any conflict between the terms, conditions, covenants or agreements in this Addendum and those in the Lease, the terms, conditions, covenants and agreements of this Addendum shall control.

\_\_\_\_\_, 20\_\_\_\_

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TENANT

\_\_\_\_\_  
LANDLORD