

SECTION 42 ADDENDUM

THIS ADDENDUM is being attached to, and incorporated by reference in, that certain apartment Rental Contract (“Contract”) between the undersigned Lessor and the undersigned Lessee for the purpose of modifying certain terms and conditions of the Lease. The parties agree that if any terms of the Contract and this Addendum are inconsistent, the term set forth on this Addendum shall govern.

1. Low-Income Housing Credit: The premises are to be operated in accordance with the requirements of the low-income housing credit program under Section 42 of the Internal Revenue Code of 1986, as amended (the “Program”). Tenant’s rights hereunder shall be subject to the requirements that must be met under the Program in order for Lessor to qualify to take the cost of the premises into basis for calculation of Lessor’s tax credit. Lessee shall cooperate with all Lessor requirements related to such compliance and the Program.
2. Income Certification: Lessee has completed and executed an Income Certification form prior to execution hereof, and may be requested by the Lessor to complete and execute further Income Certification Forms no less than annually hereafter. Upon request by Lessor, Lessee shall recertify Lessee’s household income to the Lessor or any governmental or quasi-governmental agency in a manner satisfactory to Lessor, and shall complete any and all other certifications and supply further documentation with respect to income and occupancy of the premises as may be reasonably requested by Lessor. Failure to provide accurate and timely income certification will constitute a breach of this lease.
3. Student Status: Lessee shall notify Lessor immediately in writing if Lessee becomes a student. Units occupied entirely by full-time students may not be eligible to qualify under the Program. Should the unit become occupied entirely by full-time students Lessor may require an immediate termination of the Rental Contract and Lessee will vacate the premises within thirty (30) days of such status.
4. Smoke Detector: Lessee acknowledges that building codes require operational smoke detectors to be installed in all apartment units. If smoke detectors require maintenance, Lessee agrees to notify Lessor immediately of such maintenance requirement. Lessee further acknowledges that it shall be a breach of the rental contract for Lessee to disconnect or disable smoke detectors or to fail to notify Lessor immediately if smoke detectors require maintenance.
5. Carbon Monoxide Detector: Lessee acknowledges that if the apartment unit has operational carbon monoxide detector per building code 24.320.301, that it shall be a breach of the rental contract for Lessee to disconnect or disable carbon monoxide detectors or fail to notify Lessor immediately if carbon monoxide detectors require maintenance.

WITNESS WHEREOF, the undersigned have duly executed this Addendum or caused it to be duly executed as of the date of the Rental Contract.

Lessee:

Agent:

Signature: _____

Authorized Signature: _____

Signature: _____

Date: _____

Signature: _____

Date: _____