



**LANDLORD MITIGATION RESERVE PROGRAM LEASE ADDENDUM
("PROGRAM LEASE ADDENDUM")**

Tenant(s):	Unit No. & Address:	
Landlord:	Landlord Phone #:	Landlord E-mail:

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

- A. The individual(s) executing this Addendum as the "Tenant" have been certified by the Indiana Division of Mental Health and Addiction ("DMHA") as being eligible for coverage under the Landlord Mitigation Reserve Program (the "Program").
- B. The Indiana Housing and Community Development Authority ("IHCDA") has been contracted by DMHA to oversee the Program.
- C. In consideration of the "Landlord entering into this Addendum and a lease with the Tenant for the unit described above (the "Lease"), IHCDA agrees to provide protections to the Landlord and Tenant as described below.

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

1. **Tenant Certification:** The Tenant affirms that they will comply with the requirements of the Lease. Tenant understands that if IHCDA must issue payment to the Landlord to cover damages or unpaid rent, the Tenant will be barred from future participation in the Program.
2. **Landlord Certification:** The Landlord affirms that it will comply with the following: (1) requirements of the Lease; (2) Landlord Obligations Under a Rental Agreement as described in the Indiana Code; and (3) federal and state requirements regarding fair housing and nondiscrimination.
3. **Damages Limitation:** IHCDA will not reimburse the Landlord for an amount greater than the lesser of the actual costs incurred to repair damages caused by the Tenant and \$2,500.
4. **Unpaid Rent Limitation:** In the event that the Tenant abandons the unit and owes unpaid rent, IHCDA will reimburse the Landlord for up to two (2) months of unpaid rent in an amount not to exceed the lesser of

the actual amount of rent owed per the Lease and the Fair Market Rent, published by HUD for the county, based on unit size.

5. **Reimbursements:** All claims for reimbursements whether based on Damages or Unpaid Rent, must be submitted to IHCDA for review, utilizing IHCDA’s “Landlord Mitigation Reserve Claim Form.” The Landlord must contact IHCDA at landlordmitigation@ihcda.in.gov to request a claim form and to notify IHCDA of a pending claim. A scanned copy of the completed and signed claim form must then be returned to IHCDA at landlordmitigation@ihcda.in.gov.

Documentation Required for Reimbursements. In addition, to the signed claim form, a request for reimbursement must include the following documentation as described below:

- All claims must include a copy of the Lease and Program Lease Addendum.
- Claims for damage reimbursement must include an itemized list of damages, photos of such damages, and receipts or invoices demonstrating the cost of repairs.
- Claims for unpaid rent or lease break fees must include a certification and narrative from the landlord identifying the date the tenant vacated the unit, efforts made to obtain the fees/rent due from the tenant, and the unpaid balance due.

6. **Lease:** This Addendum is hereby incorporated into the Lease.

7. **Prohibited Lease Provisions:** Provisions of the Lease that fall within any of the classifications listed below shall have no force or effect during the term 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.

8. **Termination/Term:** The Landlord may not terminate the Lease of the Tenant, except for Tenant's; (1) serious or repeated violations of the terms and conditions of the Lease; (2) violations of applicable Federal, State or local laws; (3) for expiration of the Lease; (4) in the event the Tenant no longer intends to occupy the premises; (5) or for other good cause. This Addendum shall automatically expire when the Tenant no longer occupies the unit. IN WITNESS WHEREOF, Tenant, Landlord, and IHCDA have executed or caused to be executed this Addendum to Lease to be effective as of _____.

9. **Prohibition on Leasing to Relatives:** The Landlord is not allowed to lease the Unit to a tenant that the Landlord is a parent, child, grandparent, grandchild, sister, or brother of any member of the Tenant's family, unless IHCDA determines that approving the unit would provide a reasonable accommodation for a family member who is a person with a disability. This restriction applies at the time that the tenant receives assistance under the Program for occupancy of the Unit. Current contracts on behalf of landlords and families that are related may continue, but any new leases or contracts for these families will not be approved. Accordingly, the Landlord certifies that it is not a parent, child, grandparent, grandchild, sister, or brother of any member of the Tenant's family, unless IHCDA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.

10. **Prohibition on Leasing from Relatives:** The Tenant is not allowed to lease the Unit from a landlord that is a parent, child, grandparent, grandchild, sister, or brother of any member of the Tenant's family, unless IHCDA determines that approving the unit would provide a reasonable accommodation for a family member who is a person with a disability. This restriction applies at the time that the Tenant receives assistance under the Program for occupancy of the Unit. Current contracts on behalf of Landlords and families that are related may continue, but any new leases or contracts for these families will not be approved. Accordingly, the Tenant certifies that the Landlord is not a parent, child, grandparent, grandchild, sister, or brother of any member of the Tenant's family, unless IHCDA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.

“TENANT”

Signature

Printed

Date

“LANDLORD”

Signature

Printed

Title

Date

“INDIANA HOUSING AND COMMUNITY DEVELOPMENT
AUTHORITY”

Signature

Printed

Title

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.

