Addendum to Lease

Violence Against Women Act (VAWA)

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This A	dder	ndum su	oplements the terms of the Lease betwe ("Tenant") dated	en	("Owner") and , including any all	
amen	dmei	nts and a	ddendums thereto.		, including any all	
1.		<u>WA Protections.</u> Owner shall not :				
	a.					
		i.	Evict or otherwise deny assistance to Te that Tenant is a victim of domestic viole Exception: Owner may evict upon showing tenants or those employed at or providing Tenant is not evicted. Owner must docume imminent threat based on words, gesture eviction in this situation when there are not eliminate the threat, including, but not limbarring the perpetrator from the property presence or develop other plans to keep to prevent the perpetrator from acting on a cannot be based on stereotypes, but must	ence, dating violence, sexual of that an actual and immine g service to the property wou nent or otherwise be able to p es, actions or other indicators to other actions that could be mited to, transferring Tenant y, contacting law enforcement the property safe, or seeking of threat. Restrictions predicate	al assault or stalking. Ent threat* to other ald be present if brove the actual and a. Owner may only use a taken to reduce or to a different unit, at to increase police bother legal remedies to	
		ii.	individual residents. Deny tenancy or occupancy rights solel relating to domestic violence, dating vi criminal activity is engaged in by a men or other person under the control of the individual of the tenant is the victim or dating violence, sexual assault or stalking	olence, sexual assault or stander of the household of the tenant of the tenant of threatened victim of such of	llking if: (1) the e tenant or any guest or an affiliated	
		iii.	Construe an incident of actual or threat assault or stalking as: (1) a serious or repthreatened victim of such incident or (2 tenancy or occupancy rights of the viction	ened domestic violence, da peated violation of the lease 2) good cause for terminatin	e by the victim or ng the assistance,	
	b.	occupa consist	roviding notification of eviction to Tenancy rights under VAWA and certification ent with Owner's duty to provide meanint persons.	ant, Owner shall provide HU a form to Tenant in the appr	D's notice of opriate language	
	c.	This ad access domes	dendum shall not limit Owner in comply or control of property, including civil pro ic violence, dating violence, sexual assa ion of property among members of a ho	otection orders issued to pro ult or stalking or (ii) the dist	otect a victim of	
	d.	•	shall submit any requests for VAWA pro			
			, ([name of agency prov	iding rental	

assistance] ("Agency"), who may request that the Tenant certify in writing that he or she is a

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^{*}Actual and imminent threat is a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, Owner should consider: The duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

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victim on either HUD's certification form or other documentation as allowed by 24 CFR 5.2007 within 14 business days, or an agreed upon extension date. If the documentation submitted contains conflicting information about whether the individual is a victim, Agency may require Tenant to submit third-party documentation as allowed by 24 CFR 5.2007 within 30 calendar days. Failure of Tenant to provide the certification or other supporting documentation means that VAWA will not limit the ability of the Landlord to evict or otherwise deny assistance to Tenant.

- e. Any information submitted to Agency or Owner by Tenant, including the fact that Tenant is a victim of domestic violence, dating violence, sexual assault or stalking or Tenant's housing location, shall be maintained in strict confidence. Owner shall not allow any individuals in owner's employ or under contract to have access to confidential information unless explicitly authorized by Owner for reasons that specifically call for these individuals to have access under applicable Federal, State or local law. Owner shall not disclose such information to any other entity or person unless (i) requested or consented to by Tenant in a time-limited release, (ii) required for use in an eviction proceeding or hearing regarding termination of rental assistance, or (iii) otherwise required by applicable law.
- f. Consistent with Agency's Emergency Transfer Plan, Tenant may request an emergency transfer if (i) Tenant reasonably believes there is a threat of imminent harm from further violence if the tenant remains within the same dwelling unit or (ii) Tenant was a victim of sexual assault that occurred on the premises within 90 days prior to requesting transfer. If Tenant meets the conditions for an emergency transfer, Tenant may terminate the lease without penalty.
- 2. <u>Supplemental Terms.</u> Except as supplemented herein, all remaining terms and provisions of the Agreement remain in full force and effect. Notwithstanding the foregoing, to the extent there is any inconsistency between the provisions of the Agreement and the provisions of this Addendum, the provisions of this Addendum shall control.
- 3. Term. The term of this Addendum shall be coterminous with the Lease.

Owner and Tenant agree to and accept this Addendum as evidenced by the following signatures:

Owner Signature	Date
Printed Name:	
Tenant Signature	