

**CLARK COUNTY HOME INVESTMENT PARTNERSHIP PROGRAM
(HOME) LEASE ADDENDUM**

TENANT	LANDLORD	UNIT NO. & ADDRESS

This Clark County Home Investment Partnership Program (HOME) Lease Addendum ("Addendum") adds the following paragraphs to the Residential Lease (Lease) between the Tenant and Landlord referred to above. This Addendum shall be attached to the Lease, and/or incorporated by reference, and become part of the Lease, as if fully set forth therein.

A. Purpose of the Addendum. Per the Home Investment Partnership Program (HOME) Final Rule published 1/6/2025, this Addendum is required for tenants in HOME-assisted units at properties with HOME Agreements executed on or after April 30, 2026. This Addendum must be present in the tenant's file at move-in and any subsequent recertifications.

Per HOME regulations 24 CFR §92.253(a), there must be a written lease between the Tenant and the Owner/Landlord of rental housing assisted with HOME funds that is for a period of not less than one year. Any changes to the lease must be in writing.

B. Conflict with Other Provisions of the Lease. In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

C. Terms of the Lease. The term shall begin on _____ and shall continue until: (1) the Lease is terminated by the Landlord in accordance with applicable state and local Tenant/Landlord laws; (2) the Lease is terminated by the Tenant in accordance with the Lease or by mutual agreement during the term of the Lease.

D. Rent. The Tenant agrees to pay the contract rent amount of \$ _____ per month for the duration of the lease term. If the Tenant has rental assistance or a voucher, the tenant portion is \$ _____ per month, and the housing assistance payment (HAP) is \$ _____ per month as outlined in the HAP contract. The amount of monthly housing assistance payment to the Owner/Landlord is subject to change during the HAP contract term in accordance with HUD guidelines.

E. Security Deposit

(1) The Tenant has deposited \$ _____ with the Owner/Landlord as a security deposit. The Owner/Landlord will hold this security deposit during the period the Tenant occupies the dwelling unit under the Lease. Per Nevada Revised Statutes (NRS)

118A.242, security deposits must be refundable and can be no greater than three months' rent for unfurnished dwellings, including any prepaid rent. The Owner/Landlord shall comply with state and local laws regarding interest payments on security deposits.

(2) After the Tenant has moved from the dwelling unit, the Owner/Landlord may, subject to the limits of state and local laws, use the security deposit, including any interest on the deposit, as reimbursement for rent or any other amounts allowed by law, due and owing by the Tenant. The Owner/Landlord will give the Tenant an itemized written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Owner/Landlord, the Owner/Landlord shall promptly refund the full amount of the balance to the Tenant.

F. Fees

(1) The Owner/Landlord is prohibited from charging:

- Surety bonds, security deposit insurance, or similar instruments in lieu of or in addition to a security deposit;
- Fees that are not customarily charged in rental housing (e.g., laundry room access fees);
- Fees to inspect units or correct deficiencies in unit or common-area conditions that were not caused by the tenant or are due to normal wear and tear.

(2) Rental project owners may charge:

- Reasonable application fees to prospective tenants;
- Parking fees, but only if such fees are customary for rental housing in the neighborhood;
- Fees for voluntary services such as transportation or meals, provided the fees correspond to services actually offered.

G. Utilities and Appliances. The utilities and appliances listed in Column 1 are provided by the Landlord and included in the rent. The utilities and appliances listed in Column 2 below are not included in the rent and are paid separately by the Tenant.

UTILITY/APPLIANCE	Included in Rent	Tenant Paid
Garbage Collection		
Water/Sewer		
Heating Fuel (specify)		
Lights, electric		
Cooking Fuel (specify)		
Other (specify)		
Refrigerator		

Stove/Range		
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H. Household Members. Household members authorized to live in this unit are listed below. The Tenant may not permit other persons to join the household without notifying the [program administrator] and obtaining the Landlord's permission. Household members:

I. Housing Quality Standards. The Landlord shall maintain the dwelling unit, common areas, equipment, facilities and appliances in decent, safe, and sanitary condition (as determined by Section 8 Housing Quality Standards and NRS 118A.290).

J. Termination of Tenancy. The Landlord may evict the Tenant following applicable state and local laws. The landlord must provide the Tenant with at least 30 days' written notice of the termination. The Landlord must notify the [program administrator] in writing when eviction proceedings are begun. This may be done by providing the [program administrator] with a copy of the required notice to the Tenant.

K. Prohibited Lease Provision. Any provision of the Lease which falls within the classifications below shall not apply and not be enforced by the Owner/Landlord.

- (1) *Agreement to be sued.* Consent 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.
- (2) *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/Landlord may dispose of this personal property in accordance with State law.
- (3) *Excusing the Owner/Landlord from Responsibility.* Agreement by the Tenant not to hold the Owner/Landlord or Owner/Landlord's agent legally responsible for any action or failure to act, whether intentional or negligent.
- (4) *Waiver of Legal Notice.* Agreement by the Tenant that the Owner/Landlord may institute a lawsuit without notice to the Tenant.
- (5) *Waiver of Court Proceedings for Eviction.* Agreement by the Tenant that the Owner/Landlord may evict the tenant family (i) without instituting a civil court proceedings in which the family has the opportunity to present a defense, or (ii) before a decision by the court on the rights of the parties.
- (6) *Waiver of Jury Trial.* Authorization to the Owner/Landlord to waive the Tenant's right to a trial by jury.

- (7) *Waiver of Right to Appeal Court Decision.* Authorization to the Owner/Landlord to waive the Tenant's right to appeal a court decision or waive the Tenant's right to sue to prevent a judgment from being put into effect.
- (8) *Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of the Lawsuit.* Agreement by the Tenant to pay lawyer's fees or other legal costs whenever the Owner/Landlord decides to sue, whether or not the Tenant wins. The Tenant, however, may be obligated to pay costs if the tenant loses.

L. Nondiscrimination. The Landlord shall not discriminate against the Tenant in the provision of services, or in any other manner, on the grounds of any state and/or federally protected classification.

M. Violence Against Women Act (VAWA).

- (1) The Owner/Landlord may not evict a Tenant on the basis or as a direct result of the fact that the Tenant has been a victim of domestic violence, dating violence, sexual assault or stalking if the Tenant otherwise qualifies for occupancy.
- (2) The Owner/Landlord may not consider incidents of domestic violence, dating violence, sexual assault, or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy, or occupancy rights of the victim of abuse.
- (3) The Owner/Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the Tenant's control, cause for termination of assistance, tenancy or occupancy rights if the Tenant or an immediate member of the Tenant's family is the victim or threatened victim of that abuse.
- (4) A Tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking qualifies for an emergency transfer under the VAWA Emergency Transfer Plan if the tenant expressly requests the transfer and:
 - a. The Tenant reasonably believes there is a threat of imminent harm from further violence if the tenant remains in the same dwelling unit the Tenant is currently occupying; or
 - b. In the case of a Tenant who is the victim of sexual assault, either the Tenant reasonably believes there is a threat of imminent harm from further violence if the tenant remains in the same dwelling unit the Tenant is currently occupying, or the sexual assault occurred on the premises during the 90 calendar day period preceding the date of the request for transfer.
- (5) The Owner/Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking, Form HUD-5382, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. The Tenant has the sole discretion which

form or documentation to submit. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

(6) If the Tenant does not provide the documentation requested within 14 business days after the date the Tenant receives a request for such documentation from the Owner/Landlord, nothing in this Section may be construed to limit the authority of the Owner/Landlord to perform any of the following:

- a. Deny admission of the HOME program;
- b. Terminate the Tenant's participating in the HOME program; or
- c. Evict the Tenant or a lawful occupant that commits a violation of the Lease.

(7) The Owner/Landlord may bifurcate a lease to remove a household member from a lease in order to evict, remove, or terminate occupancy rights to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual:

- a. Without regard to whether the household member is a signatory to the lease; and
- b. Without evicting, removing, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant.

(8) Any information submitted to the Owner/Landlord under this Section, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, ("Confidential Information") shall be maintained in strict confidence by the Owner/Landlord. The Owner/Landlord shall not allow any individual administering assistance on behalf of the Owner/Landlord or any persons within their employ, or in the employ of the Owner/ Landlord, to have access to Confidential Information unless explicitly authorized by the covered housing provider for reasons that specifically call for these individuals to have access to Confidential Information under applicable Federal, State, or local law. The Owner/Landlord shall not enter Confidential Information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is (i) requested or consented to in writing by the individual in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

By singing this Addendum, Tenant acknowledges receipt of Notice of Occupancy Rights under the Violence Against Women Act.

N. Contact Information. Per the HOME Final Rule, the lease or addendum must contain more than one convenient and accessible method to contact the owner or property management staff. It must also include the participating jurisdiction's contact information.

The participating jurisdiction's contact information for the HOME program:

Clark County Community Housing Office

500 S. Grand Central Parkway, 6th floor
Las Vegas, NV 89155
Phone: (702) 455-0000
Email: CCHOME@ClarkCountyNV.gov

I, Tenant, have read and understand this Addendum and know my rights as a HOME-assisted tenant. Per NRS 118A.200, I acknowledge and affirm that I have been provided with a copy of both the Lease and this Addendum.

TENANT SIGNATURES	OWNER/LANDLORD SIGNATURES
By: (Type or Print Name of Tenant Representative)	OWNER/LANDLORD NAME:
(Signature/Date)	By: (Type or Print Name of Landlord Representative)
By: (Type or Print Name of Tenant Representative)	(Signature/Date)
(Signature/Date)	