

## EXHIBIT 9

### PART I: PROHIBITED LEASE TERMS

The lease may **NOT** contain any of the following provisions:

1. **Agreement to be sued.** Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the owner in a lawsuit brought in connection with the lease.
2. **Treatment of property.** Agreement by the tenant that the owner 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 housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with state law.
3. **Excusing owner from responsibility.** Agreement by the tenant not to hold the owner or owner's agents legally responsible for any action or failure to act, whether intentional or negligent.
4. **Waiver of notice.** Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant.
5. **Waiver of legal proceedings.** 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.
6. **Waiver of a jury trial.** Agreement by the tenant to waive any right to a trial by jury.
7. **Waiver of right to appeal court decision.** 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.
8. **Tenant chargeable with cost of legal actions regardless of outcome.** Agreement by the tenant to pay attorney'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.

## PART II: CHECKLISTS TO VERIFY THE LEASE CONFORMS TO HOME REQUIREMENTS

Owners/Managers must ensure the following requirements ARE included in the lease for a HOME-assisted unit.

Included? (Yes/No)	Required Provisions	Description
	Income Eligibility/Annual Income Recertification	<ul style="list-style-type: none"> <li>Owner/Manager retains right to recertify the tenant's HOME income eligibility on an annual basis. The tenant's failure to cooperate in the income recertification process constitutes a violation of the lease</li> <li>Deliberately providing false information can result in termination of the lease</li> </ul>
	HOME Rent Restrictions/Rent Increase	<ul style="list-style-type: none"> <li>Rents are subject to the rent restrictions of the HOME Program. Owner/Manager retains right to adjust rents, in accordance with the HOME Rent limits. For rents for tenants whose incomes go over the HOME rent limits for the units they occupy (High or Low HOME rent units) will increase</li> <li>Terms for rent increase (i.e., how frequently rent can be increased; when increases can be made; how much written notice must tenant receive).</li> </ul>
	Lease Renewal	<ul style="list-style-type: none"> <li>Owner/Manager may choose not to renew a tenant's lease for good cause, and definition of "good cause".</li> <li>Owner/Manager must give the tenant a written notice at least 30 days before the tenant will vacate the unit.</li> </ul>
	Lease Term	<ul style="list-style-type: none"> <li>The lease term for a HOME-assisted unit must be for at least one-year, unless the tenant and the owner mutually agree upon a shorter term</li> </ul>
	Annual Unit Inspection	<ul style="list-style-type: none"> <li>Owner/Manager retains the right to inspect, and to permit the HOME Program and HUD to inspect, HOME-assisted units during the affordability period.</li> <li>State law establishes how much notice the tenant must be given for inspections.</li> </ul>
	Accessible Units (Optional)	<ul style="list-style-type: none"> <li>Owner/Manager may choose include a provision in the lease of a tenant that occupies, but does not have need for, an accessible unit. The provision would give the owner the right to ask the tenant to move into a comparable non-accessible units should the accessible unit be needed by a person with a disability.</li> </ul>
	Lead Warning Statement, for properties built prior to 1978	<ul style="list-style-type: none"> <li>Confirm the Owner/Manager has complied with lead-based paint notification requirements</li> </ul>

Owners/Managers must ensure the following requirements are NOT included in the lease for a HOME-assisted unit. These provisions are prohibited by the HOME regulations at 24 CFR §92.253

Included? (Yes/No)	Prohibited Provisions	Description
	Agreement to be sued	<ul style="list-style-type: none"> <li>Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the owner in a lawsuit brought in connection with the lease.</li> </ul>
	Agreement regarding seizure of property	<ul style="list-style-type: none"> <li>Agreement by the tenant that the Owner/Manager 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 does not apply to disposition of personal property left by a tenant who has vacated the property.</li> </ul>
	Excusing Owner from responsibility	<ul style="list-style-type: none"> <li>Agreement by the tenant not to hold the Owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent.</li> </ul>
	Waiver of notice	<ul style="list-style-type: none"> <li>Agreement of the tenant that the Owner/Manager may institute a lawsuit without notice to the tenant</li> </ul>
	Waiver of legal proceedings	<ul style="list-style-type: none"> <li>Agreement of the tenant that the Owner/Manager may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present defense, or before a court decision on the rights of the parties</li> </ul>
	Waiver of jury trial	<ul style="list-style-type: none"> <li>Agreement by the tenant to waive any right to a trial by jury</li> </ul>
	Waiver of right to appeal court decision	<ul style="list-style-type: none"> <li>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</li> </ul>
	Agreement to pay legal costs, regardless of outcome	<ul style="list-style-type: none"> <li>Agreement by the tenant to pay attorney's fees or other legal costs, even if the tenant wins in a court proceeding by the Owner/Manager against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.</li> </ul>