

ADDENDUM A
STATE OF MAINE LEASE MODIFICATIONS TO
MODEL LEASE FOR THE SECTION 202 PROGRAM
(Form HUD-90105-b dated 12/2007)

The following sections of the HUD Model Lease for Section 202 Programs (“Agreement”) are modified to conform to Maine statutes. The paragraph numbering refers to the corresponding paragraph of the Agreement.

2. *In paragraph 2, add the following sentence at the end:* The LANDLORD shall give the TENANT at least 45 days advance written notice of any increase in the Contract Rent.

7. *In paragraph 7, replace the third sentence with the following:*
The LANDLORD agrees to refund the amount computed in this paragraph and give the TENANT a written list of charges that were subtracted from the deposit within 30 days after the TENANT has permanently moved out of the unit, returned possession of the unit to the LANDLORD, and given his/her new address to the LANDLORD. If the TENANT fails to provide his/her new address, the LANDLORD is deemed to have complied with this provision by mailing the list of charges and any payment to the TENANT’s last known address.

8. *Replace paragraph 8 with the following:*
The LANDLORD shall not discriminate against the TENANT in the provision of services or in any other manner on the grounds of race, color, sex, sexual orientation, disability, religion, ancestry, national origin, age, or familial status. The LANDLORD shall not impose different rental terms on any TENANT who is a recipient of federal, state or local public assistance based on the TENANT’s receipt of such assistance.

9. *Replace clause (2) of paragraph 9.g with the following:* (2) serving a copy of said notice on any adult person answering the door at the leased dwelling unit, or if no adult person responds after 3 good faith efforts, by placing the notice under or through the door, if possible, or else by affixing the notice to the door.

Replace paragraph 9.i.4(a) with the following: that threatens the health or safety of, or right to peaceful enjoyment of the premises by, other residents or property management staff (whether or not such staff resides on the premises); or

Replace paragraph 9.i.5 with the following: if the Tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that in the case of the State of New Jersey, is a high misdemeanor, or that in the case of the State of Maine is punishable by imprisonment for a term of one year or more;

12. *At the end of paragraph 12, add the following:* In the event the TENANT is required to pay the Contract Rent and any Utility Allowance as provided herein, the LANDLORD shall give the TENANT at least 45 days advance written notice thereof and of any subsequent increase in the Contract Rent.

15. *Add the following sentence to paragraph 15(e):* Twenty-four hours is presumed to be a reasonable notice in the absence of evidence to the contrary.

29. *At the end of paragraph 29, after the list of attachments, add the following:* In addition to the Attachments listed, this Addendum A shall be an attachment to and part of the Agreement.

Signatures:

Tenant:

1. _____ /_____/_____
Date Signed

2. _____ /_____/_____
Date Signed

3. _____ /_____/_____
Date Signed

Landlord:

_____ /_____/_____
Date Signed