ADDENDUM A
STATE OF MAINE LEASE MODIFICATIONS TO
MODEL LEASE FOR SUBSIDIZED PROGRAMS
(Form HUD-90105-a dated 12/2007)

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

4. **Changes in the Tenant's Share of the Rent:** *Revise paragraph 4.a as follows:* HUD or the Contract Administrator (such as a Public Housing Agency) determines, in accordance with HUD procedures, that an increase in rents is needed, in which case the Landlord shall give the Tenant at least 45 days advance written notice of any increase in the Contract Rent as shown on Attachment No.1, form HUD-50059, to this Agreement, said Contract Rent also being referred to in this Agreement as HUD-approved market rent.

5. **Charges for Late Payments and Returned Checks:** *Replace the first two sentences with the following:* If the Tenant does not pay the full amount of the rent shown in paragraph 3 within 15 days from the time the payment is due, the Landlord may assess a penalty of up to 4% of the Tenant's share of the rent due for one month.

8. **Security Deposits:**
In paragraph 8.c., add the following new subparagraphs (5) *and (6):*

(5) storing and disposing of unclaimed property; and

(6) nonpayment of utility charges that the Tenant was required to pay directly to the Landlord.

In paragraph 8.d., replace the first two sentences with the following:

The Landlord agrees to refund the amount computed in paragraph 8.c 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 subsection by mailing the list of charges and any payment to the Tenant's last known address.

9. Keys and Locks:
Immediately before the period at the end of the second sentence of paragraph 9, *add "within* 48 *hours of the change", so that the second sentence states as follows:* If the Landlord approves the Tenant's request to install such locks, the Tenant agrees to provide the Landlord with a key for each lock within 48 hours of the change.

20. Access by Landlord:
Add the following sentence to paragraph 20.a: Twenty-four hours is presumed to be a reasonable **notice in the absence of evidence to the contrary.**

21. Discrimination Prohibited: *Replace paragraph 21 with the following.* The Landlord agrees not **to discriminate based upon race, color, sex, sexual orientation or gender identity, disability, religion, ancestry,** national origin, age, or familial status or any previous actions seeking and receiving an

order of protection under Title 19-A, section 4007 of any prospective purchaser, occupant or tenant of the housing accommodation. The Landlord further agrees not to 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.**

22. **Termination** of Tenancy:
Replace paragraph 23.c.6(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; **or**

Replace paragraph 23.c.7 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 **;**

27. **Attachments to the Agreement:** 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:

1. _____ _____/_____/_____

Date Signed

2. _____ _____/_____/_____

Date Signed