HOME LEASE COMPLIANCE FORM

Property:_____ HOME Units are: Fixed ☐ -OR Floating ☐

This form MUST be completed for all HOME Units

Tenant (Head of Household) Name:_____ Unit#_____

Lease Start Date:_____ ☐ Initial Lease OR- ☐ Renewal Lease

I. The Tenant was offered an initial one-year lease term and by mutual consent elected a:

☐ One-Year Lease Term ☐ Six-Month Lease Term ☐ Month-to-Month Lease Term

II. The Tenant agrees to a month-to-month lease term after the expiration of the initial lease term

☐ Yes ☐ No ☐ Not Applicable

III. Prohibited Lease Terms: The lease MAY NOT contain any of the following provisions:

A. *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;

B. *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 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;

C. *Excusing owner from responsibility*: 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;

D. *Waiver of notice*: Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;

E. *Waiver of legal proceeding*: Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which tenant has the opportunity to present a defense, or before a court decision on the rights of parties;

F. *Waiver of jury trial*: Agreement by the tenant to waive any right to a jury trial;

G. *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;

H. *Tenant chargeable with cost of legal actions regardless of outcome*: Agreement by the tenant to pay attorney's fees and other legal costs even if the tenant wins in court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

I. *Mandatory Supportive Services*: Lease terms that require tenant to accept supportive services (with the exception of transitional housing).

HOME 租赁合规表

物业：_____ HOME 单元类型：固定☐ -或 浮动☐

所有 HOME 单元必须填写此表格

租户（户主）姓名：_____单元号_____

租约起始日期：_____ ☐初始租约 或- ☐续签租约

I. 租户被提供为期一年的初始租期，并经由双方同意选择了：

☐一年租期 ☐六个月租期 ☐逐月租期

II. 租户同意在初始租期结束后采用逐月租期

☐是 ☐否 ☐不适用

III. 禁止性租赁条款：租约不得包含以下任何条款：

A. 同意被起诉条款：租户同意在因租约引起的诉讼中被起诉、认罪或接受有利于业主的判决；

B. 财产处置条款：租户同意业主可在未通知租户且未经法院裁决各方权利的情况下，取走、扣留或出售家庭成员的个人财产。但此禁令不适用于租户搬离住房单元后，对遗留在单元内的个人财产处置的协议。业主可依据州法律处置该财产；

C. 免除业主责任条款：租户同意不就业主或其代理人的任何作为或不作为（无论故意或疏忽）追究其法律责任；

D. 放弃通知权条款：租户同意业主可在未通知租户的情况下提起诉讼；

E. 放弃法律程序权条款：租户同意业主可在未提起民事诉讼程序（租户有机会在该程序中提出抗辩）或未经法院裁决各方权利的情况下驱逐家庭成员；

F. 放弃陪审团审判权条款：租户同意放弃任何陪审团审判的权利；

G. *放弃上诉权条款：*租户同意放弃其就与租约相关的法院判决进行上诉或以其他方式在法庭上提出质疑的权利；

H. 无论结果如何均由租户承担法律费用条款：租户同意即使租户在业主提起的诉讼中胜诉，仍需支付律师费和其他法律费用。但若租户败诉，则可能需承担相应费用。

I. 强制支持性服务条款：要求租户接受支持性服务的租赁条款（过渡性住房除外）。

IV. Termination of Tenancy:

An owner may not terminate or refuse to renew the lease of a tenant of rental housing assisted with HOME funds through this program except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable federal, state or local law; for completion of the tenancy period for transitional housing; or for other good cause. Any termination or refusal to renew must be preceded by not less than 30-days written notice by the owner's service upon the tenant; said notice shall specify the grounds for the action.

V. Tenant Reporting:

Tenant is required to provide timely and accurate information to the owner to determine tenant's eligibility at move-in and recertification. A failure to provide such certifications, verifications and information in a timely manner, as reasonably requested by the owner, or any falsification or willful misrepresentation thereof, shall be deemed a material non-compliance with the lease.

VI. Lessor Notice:

Lessor must give 24-hour notice to lessee to enter and go upon the premises for inspection and/or repair of the unit excepting emergency situations.

VII. Maintenance and Replacement:

An owner of rental housing assisted with HOME must maintain the premises in compliance with all applicable housing quality standards and local code requirements.

VIII. Conflict with Other Provisions of the Lease:

In case of any conflict between provisions of this Home Lease Compliance Form and other sections of the Lease, the provisions of this Home Lease Compliance Form shall prevail.

Signatures:

Signatures below certify that the offer of a one-year lease term has been extended and if any other lease terms are available, they have been disclosed at the time of the initial lease agreement and the rental lease term has been accepted by the applicant/tenant.

Under penalty of perjury, I certify that the information presented in this certification is true and accurate to the best of my knowledge. The undersigned further understand(s) that providing false representations herein constitutes an act of fraud. False, misleading, or incomplete information may result in the termination of a lease agreement.

Tenant Signature	Date
Tenant Signature	Date
Tenant Signature	Date
Tenant Signature	Date
Management/Owner Representative Signature	Date

IV. 租约终止：

业主不得终止或拒绝续签通过本计划获得 HOME 资金援助的租赁住房租户的租约，除非因租户严重或多次违反租约条款和条件；违反适用的联邦、州或地方法律；过渡性住房租期届满；或其他正当理由。任何终止或拒绝续签行为，业主必须提前至少 30 天向租户送达书面通知；该通知必须说明采取行动的理由。

V. 租户报告义务：

租户有义务及时向业主提供准确的信息，以便在入住时和重新核证时确定租户的资格。未能按业主要求及时提供此类核证、验证和信息，或进行任何伪造或故意虚假陈述，将被视为重大违反租约。

VI. 业主通知义务：

除紧急情况外，业主必须提前 24 小时通知租户才能进入房屋进行检查和/或维修单元。

VII. 维护与更换：

获得 HOME 援助的租赁住房业主必须维护房屋，使其符合所有适用的住房质量标准和地方规范要求。

VIII. 与其他租约条款冲突的处理：

若本 HOME 租赁合规表格的条款与租约其他部分发生冲突，则以本 HOME 租赁合规表格的条款为准。

签名：

下方签名证明已提供为期一年的租期选项，若有其他可选租期条款，已在初始签订租约时披露，且申请人/租户已接受该租赁期限。

本人谨此证明，以伪证罪受罚为前提，本证明内所提供的资料均真实准确，且基于本人所知所信。签署方进一步理解，在此提供虚假陈述构成欺诈行为。提供虚假、误导或不完整的信息可能导致租赁协议终止。

租户签名	日期
租户签名	日期
租户签名	日期
租户签名	日期
管理方/业主代表签名	日期

如有疑问或对翻译的改进建议，请发送邮件至 Language.Access@HCS.oregon.gov