

Exhibit D

**HOME TENANT-BASED RENTAL ASSISTANCE (TBRA)
CONTRACT AND LEASE ADDENDUM**

TBRA TENANT	LANDLORD	UNIT NUMBER AND ADDRESS

This HOME TBRA Contract and Lease Addendum (“Addendum”) adds the following paragraphs to the Lease between the TBRA Tenant and the Landlord referred to above.

A. **Purpose of the Addendum.** The Lease for the above-referenced TBRA Unit is being amended to include the provisions of this Addendum because the TBRA Tenant has been approved to receive Security Deposit assistance under the City of Santa Maria’s Tenant Based Rental Assistance Program. The Tenant Based Rental Assistance Program is funded with a Federal HOME Investment Partnerships (HOME) program grant from the United States Department of Housing and Urban Development (“HUD”) under Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended and updated through December 22, 2004, December 16, 2011, and July 24, 2013 Catalogue of Federal Domestic Assistance Number 14.239, passed through the County of Santa Barbara HOME Consortium. The program regulations found at 24 CFR Part 92 shall apply to this Addendum. The terms and conditions of the Subrecipient Agreement Between the County of Santa Barbara and the City of Santa Maria and all Exhibits thereto are applicable and shall be incorporated by reference herein. Under the Tenant Based Rental Assistance Program, the City of Santa Maria will pay the Security Deposit on behalf of the TBRA Tenant.

The parties acknowledge and agree that the Lease has been signed by the parties on the condition that TBRA Tenant and Landlord execute this Addendum. This Lease shall not become effective unless this Addendum has been executed by both the Landlord and TBRA Tenant, effective the first day of the term of the Lease.

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. **Term of the Lease.** The term shall begin on _____(mm/dd/yy) and shall continue until: (1) the Lease is terminated by the Landlord in accordance with applicable state and local tenant/landlord laws; or (2) the Lease is terminated by the TBRA Tenant in accordance with the Lease or by mutual agreement during the term of the Lease. The initial lease term shall be no less than 12 months in duration unless by mutual agreement between the TBRA Tenant and Landlord.

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TBRA Tenant and Landlord hereby mutually agree to an initial lease term of ___ months.

Initial:

TBRA Tenant

Landlord

D. Security Deposit

- (1) The City of Santa Maria has deposited \$ _____ with the Landlord as a Security Deposit. The Landlord will hold this Security Deposit during the period the TBRA Tenant occupies the TBRA Unit under the Lease. The Landlord shall comply with state and local laws regarding treatment and use of Security Deposits.
- (2) After the TBRA Tenant has moved from the TBRA Unit, the Landlord may, subject to state and local laws, use the Security Deposit, including any interest on the Security Deposit, as reimbursement for rent or any other amounts payable by the TBRA Tenant under the Lease. The Landlord will give the TBRA Tenant a 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 Landlord, the Landlord shall promptly refund the full amount of the balance to the TBRA Tenant in accordance with all applicable state and local laws.
- (3) Security Deposits provided by the City of Santa Maria to Landlord are a grant of funds that shall be repaid, less legally-permissible deductions, to the TBRA Tenant. No portion of the Security Deposit shall be paid to the City of Santa Maria, the County of Santa Barbara or the U.S. Department of Housing and Urban Development.

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

UTILITY/APPLIANCE/SERVICE	COLUMN 1 INCLUDED IN RENT	COLUMN 2 TBRA TENANT PAID
Garbage Collection		
Water/Sewer		
Heating Fuel (specify type)		
Lights, electric		

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UTILITY/APPLIANCE/SERVICE	COLUMN 1 INCLUDED IN RENT	COLUMN 2 TBRA TENANT PAID
Cooking Fuel (specify type)		
Other (specify)		
Refrigerator		
Stove/Range		

- F. **Housing Quality Standards.** Without exception, Landlord shall ensure that the TBRA Unit meets Section 8 Housing Quality Standards and the requirements set forth in 24 CFR 92.209(i), 24 CFR 92.251(d), and 24 CFR 982.401. Landlord shall permit the City of Santa Maria and/or the County of Santa Barbara to inspect the TBRA Unit prior to occupancy.
- G. **Lead-Based Paint.** Landlord shall permit the City of Santa Maria to ensure that all TBRA Units meet the provisions of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C., §§ 4821 et seq.), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C., §§ 4851 et seq.), and implementing regulations at 24 CFR Part 35, subparts A, B, J, K, M and R, and 24 CFR 92.355 of the HOME Final Rule. Landlord shall permit the City of Santa Maria to inspect the TBRA Unit and make and document lead-based paint determinations accordingly.
- H. **Termination of Tenancy.** The Landlord may evict the TBRA Tenant following applicable state and local laws. The Landlord must provide the TBRA Tenant with at least 30 days’ written notice of the termination.
- I. **Prohibited Lease Provisions.** Any provision of the Lease which contains the same or similar language as the provisions below shall not be enforceable by the Landlord.
- (1) *Agreement to be sued.* Agreement by the TBRA 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 TBRA Tenant’s property, or may sell such property without notice to the TBRA Tenant and a court decision on the rights of the parties.
 - (3) *Excusing the Landlord from Responsibility.* Agreement by the TBRA Tenant not to hold the Landlord or Landlord’s agent legally responsible for any action or failure to act, whether intentional or negligent.
 - (4) *Waiver of Legal Notice.* Agreement by the TBRA Tenant that the Landlord may institute a lawsuit without notice to the TBRA Tenant.

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- (5) *Waiver of Legal Proceedings.* Agreement by the TBRA Tenant that the Landlord may evict the TBRA Tenant or household members (i) without instituting a civil court proceeding in which the TBRA Tenant 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.* Agreement by the TBRA Tenant to waive the TBRA Tenant's right to a trial by jury.
 - (7) *Waiver of Right to Appeal Court Decision.* Agreement by the TBRA Tenant to waive the TBRA Tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the Lease 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 TBRA Tenant to pay attorney's fees or other legal costs whenever the Landlord decides to sue, even if the TBRA Tenant wins in a court proceeding by the owner against the TBRA Tenant. However, in accord with 24 CFR 92.253(b), the TBRA Tenant may be obligated to pay costs if the TBRA Tenant loses.
 - (9) *Mandatory supportive services.* Agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered.
- J. **Nondiscrimination.** The Landlord shall not discriminate against the TBRA Tenant in the provision of services, or in any other manner, on the grounds of age, race, color, ancestry, national origin, religion, sex, disability, marital status, familial status, source of income, sexual orientation or any other arbitrary factor. In addition, in accord with 24 CFR 92.350, the Landlord shall comply with the Federal requirements set forth in 24 CFR part 5, subpart A, and the nondiscrimination requirements at section 282 of the HOME Investment Partnerships Act at title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, 42 U.S.C. 12701 et seq. (See 24 CFR 92.350, which cites to Subpart A of 24 CFR Part 5, which references: (1) The Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100 et seq. ; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 et seq. ; 24 CFR part 8; section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at

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24 CFR part 135; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).

TBRA TENANT SIGNATURES	LANDLORD SIGNATURES
Printed Name of TBRA Tenant	LANDLORD NAME:
Signature of TBRA Tenant and Date	Printed Name of Landlord Representative
Printed Name of TBRA Tenant	Signature of Landlord Representative and Date
Signature of TBRA Tenant and Date	