

ADDENDUM TO LEASE

Lease Date: _____ (Lease Date)

Accessory Dwelling Unit Address _____ (ADU)

Owner's Name: _____ (Landlord)

Tenant's Name: _____ (Tenant)

Termination Date for Special Occupancy Limitations: _____ (End Date)*

* Also see Section 6 below.

Landlord and Tenant (Parties) acknowledge that the City provided Landlord with financial assistance for construction of the ADU. In exchange, Landlord agreed through the End Date to rent the ADU on terms satisfying a City program limiting who may rent the ADU and the rents charged for the ADU ("City Program"). The Lease Addendum amends the Lease for the ADU and implements the City program, as indicated below.

- 1. **TENANT MUST BE A CAREGIVER OR LOWER-INCOME HOUSEHOLD** To rent the ADU, the Tenant must be a Caregiver. As of executing the Lease and this Addendum, the Tenant satisfies the category initialed below:

Caregiver: The Tenant is a caregiver providing regular care to an owner or occupant of the primary unit in need of that care. Initial if applicable:

Initials of Tenant Initials if Landlord

Lower Income Household: The Tenant's household: (i) has gross annual income not exceeding eighty percent (80%) of the San Diego County median, adjusted by household size; and (ii) after the first lease year, has gross annual income not exceeding one hundred percent (100%) of the San Diego County median, adjusted by household size. Initial if applicable:

Initials of Tenant Initials if Landlord

Landlord and Tenant have confirmed that Tenant is a Caregiver or a Lower-Income Household by completing Occupancy Certification Forms. The Forms will be provided to the City along with this Addendum.

- 2. **ANNUAL RE-CERTIFICATION THAT TENANT IS A CAREGIVER OR LOWER-INCOME HOUSEHOLD.** As of each anniversary (Anniversary Date) of the initial Lease for the ADU, the Landlord and Tenant shall file with the City new Occupancy Certification Forms establishing that: (a) the Tenant continues to be a Caregiver or Lower-Income Household; or (b) that the Tenant is no longer a Caregiver or Lower-Income Household.
- 3. **MANDATORY LEASE TERMINATION IF TENANT NO LONGER QUALIFIES AS A CAREGIVER OR LOWER-INCOME HOUSEHOLD.** Landlord shall terminate the Lease on a date not later than ninety

(90) days following the Anniversary Date, and Tenant is obligated to vacate the ADU by that date if: (a) that Tenant no longer qualifies as a Caregiver or Lower-Income Household based on Occupancy Certification Forms submitted to the City; or (b) the City is not provided with completed and Occupancy Certification Forms as of the Anniversary Date.

4. **MAXIMUM RENTS.** Monthly rents charged to Tenant for the ADU cannot exceed either: (1) the rental charges allowed by the Lease; or (2) an affordable rent as set annual by the United States Department of Housing and Urban Development, adjusted for household size appropriate for the unit.
5. **LEASE ADDENDUM SUPERSEDES LEASE.** If this Lease Addendum conflicts with any terms of the Lease, the terms of this Lease Addendum shall prevail.
6. **END DATE.** Under the terms of the City Program, the Landlord can make payments, and advance the End Date set forth above. In that event, Landlord will provide Tenant with at least sixty (60) days prior notice to Tenant, and upon occurrence of the End Date, this Addendum will terminate.

By their signatures below, Landlord and Tenant acknowledge that they have read the Lease Addendum, that they understand the Lease Addendum, and that they agree to fully comply with the Lease Addendum.

“LANDLORD”

“TENANT”

By: _____
SIGNATURE

By: _____
SIGNATURE

NAME: _____
PRINT

NAME: _____
PRINT

TITLE: _____
IF APPLICABLE