

RENTAL INCLUSIONARY UNIT LEASE RIDER

Tenant is leasing the residential unit referenced in the attached lease agreement, which is located within a building that is subject to the Inclusionary Zoning Program pursuant to the Inclusionary Zoning Implementation Amendment Act of 2006 (codified in D.C. Official Code §§ 6-1-41.01 et seq.), as amended, the regulations promulgated in Title 11, Chapter 26 and Title 14, Chapter 22 of the D.C. Municipal Regulations (“DCMR”), as amended, and that certain Inclusionary Development Covenant recorded against the building.

The lease agreement is hereby supplemented and amended by the provisions contained in this Lease Rider, which supersede any contrary provisions of the main text of the lease agreement.

1. Rental Inclusionary Unit

Tenant acknowledges that he or she will be occupying a residential unit (the “Unit”) that is subject to provisions and conditions set forth in the Inclusionary Zoning Implementation Amendment Act of 2006 (codified in D.C. Official Code §§ 6-1-41.01 et seq.), as amended, the regulations promulgated in Title 11, Chapter 26 and Title 14, Chapter 22 of the DCMR, as amended, and that certain Inclusionary Development Covenant recorded against the building.

2. Eligibility

Eligibility for the Unit is based upon information supplied by Tenant in connection with his or her Household’s Declaration of Eligibility and Certification of Income, Affordability and Housing Size, as defined in Inclusionary Zoning Implementation regulations published in Chapter 22 of Title 14 of DCMR as the same may be amended from time to time (“IZ Implementation Regulations”), and on forms promulgated, prescribed or approved by the District of Columbia Department of Housing and Community Development (“DHCD”).

Tenant shall not make intentional misrepresentations to DHCD or the certifying authority that provides the Certification of Income, Affordability and Household Size.

By execution of this Lease Rider, Tenant certifies that Tenant has provided to Landlord a Declaration of Eligibility and Certification of Income, Affordability and Housing Size and all eligibility information provided by Tenant is true and correct.

Tenant shall maintain its eligibility for the Unit during the term of the lease agreement and any renewals based on the Tenant’s household size and the annual income requirements.

The Unit shall be the principal residence of Tenant and all members of Tenant’s household who are over the age of eighteen (18) years old.

3. Renewal and Recertification

Tenant shall, no later than sixty (60) days before the anniversary of the first day of the lease term, submit to the Landlord (a) a statement as to whether the Tenant intends to renew the lease agreement, and (b) if Tenant intends to renew the lease agreement, (i) a certification that

Tenant's household continues to occupy the Unit as its principal residence, (ii) the names of each person residing in the Unit, (iii) a Declaration of Eligibility and (iv) a Certification of Income, Affordability and Housing Size. Landlord may, in Landlord's discretion, extend the sixty (60) day deadline for Tenant's submissions, provided that the deadline shall not be extended beyond the last day of the lease term. Tenant shall not have his or her lease renewed unless he or she has provided the Landlord with these documents prior to the end of the lease term.

4. Violations of Lease Agreement or Lease Rider

If a Tenant is in violation of the lease agreement or this Lease Rider, the Landlord shall provide to the Tenant a notice to vacate in accordance with D.C. Official Code § 42-3505.01. If a notice to vacate is provided, the Landlord may permit the Tenant to continue to occupy the Unit at the current rent for not less than three (3) and no more than six (6) months after the Landlord provides to the Tenant a notice to vacate. Acceptance of rent during this period will not constitute a waiver of the violation of the lease or any other obligation of tenancy or void the notice to vacate.

Any intentional misrepresentation, falsification, or failure to report any facts which are necessary to determine initial or continued eligibility and/or sustainability of the Inclusionary Unit by the Tenant shall result in an automatic termination of the lease agreement.

5. Lease Term

The lease term shall be for one (1) year unless terminated earlier in accordance with the terms of the lease agreement or this Lease Rider.

6. Affordable Monthly Rent

Tenant shall pay the monthly rent as calculated by Landlord in accordance with the IZ Implementation Regulations.

7. Assignment/Sub-Lease

Tenant shall not authorize any person to occupy the Unit other than the persons identified in the lease agreement or permit any boarders or lodgers. Tenant shall not assign the lease agreement or sub-lease the Unit.

Tenant

Date

Landlord

Date