

City of Minneapolis
Inclusionary Zoning Lease Addendum
(To be attached to and made part of the Lease for Restricted Units)

This agreement between _____ (Tenant(s)) and _____ (Landlord) as owner of the property at _____ is hereby made part of the Lease /Rental Agreement attached hereto commencing on _____, 20____. Unit # _____

The Lease for the above-referenced Unit is being amended to include the provisions of this Inclusionary Zoning Lease Addendum because Tenant will be residing in a unit that has income and rent limits pursuant to the City of Minneapolis' Inclusionary Zoning requirements, as further described in the City's Inclusionary Zoning Compliance Manual located at <https://www2.minneapolismn.gov/government/projects/cped/inclusionary-zoning> (the "Inclusionary Zoning Compliance Manual").

This Lease Addendum (this "Addendum") is attached to and made part of that certain lease agreement dated as of the date hereof between the Landlord and Tenant referred to above (as the same may be amended from time to time, the "Lease").

The parties agree that the following covenants, terms and conditions shall be part of and shall modify or supplement the Lease and that in the event of any inconsistency or conflict between the terms of the Lease and this Addendum, the terms of this Addendum shall control and prevail.

A. Residency Conditions

The parties acknowledge that the Unit is part of a project that is subject to the City of Minneapolis' Inclusionary Zoning requirements which impose certain conditions on the Unit and the parties hereto, including, but not limited to:

- The Unit is subject to all income, rent, utility and other restrictions as further described in the IZ Compliance Manual.
- Landlord must provide all households in the project with not less than 30 days prior written notice of increases in rents.
 - Note that for Student Eligible Housing, rents may change between when the lease is signed and when the move-in date occurs due to annual modifications in the HUD rent limits.
- Landlord must review Tenant household's annual income at least once a year.
- Tenant household must report changes in income and provide any documentation required by Landlord and/or the City to verify income or other requirements.

B. Income Eligibility

Each Tenant in the Unit must sign this Addendum and by doing so certifies the accuracy of the statements made in its application to Landlord and agrees that the income of the resident household at the time the lease is executed is deemed a substantial and material obligation of the lease. Deliberately providing false information can result in the termination of the Lease. Landlord has the right to recertify the Tenant's income on an annual basis to verify Tenant's continuing eligibility to reside in the IZ Unit. Tenant's failure to cooperate in the income recertification process will be a violation of the lease.

Following initial certification, Tenant household’s income can increase to 140% of the maximum income level. Notwithstanding Section F below, if Tenant household’s income exceeds the maximum income level by more than 140% upon annual recertification Tenant household must vacate the IZ Unit upon ninety (90) days written notice so that an income eligible household can lease the IZ Unit.

C. Occupancy Restrictions

Tenant household agrees to occupy the Unit for at least ten months per year, provided that subject to written pre-approval by the City of Minneapolis, Tenant household may sublet the Unit for up to 12 months if unexpected circumstances require a temporary relocation out of the area and provided that the aggregate payments made by any sublessee in any calendar month shall not exceed the monthly rent that could be charged to the Tenant household in accordance with the lease. No Tenant shall sub-lease the Unit for periods of less than one month.

D. Nondiscrimination

Landlord shall not discriminate against Tenants in the provision of services, or in any other manner, on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status.

E. Default or Event of Default

The failure of Tenant to comply with any of the terms and conditions of this Addendum shall be deemed to be a material default or a material event of default under the terms of the Lease.

F. Termination of Tenancy

Landlord may not terminate the tenancy or refuse to renew the Lease except for serious or repeated violation of the terms and conditions of the Lease or for violation of applicable federal, state, or local law. To terminate the Lease or to refuse to renew the tenancy, Landlord must serve written notice upon Tenant household specifying the grounds for the action at least thirty (30) days before such termination or non-renewal.

IN WITNESS THEREOF, all Tenants in the above identified Unit that are 18 years old and over and the Landlord have executed this Lease Addendum this ____ day of _____, 20____

Tenant	Landlord
_____ Name of Tenant	_____ Name of Landlord
_____ Signature	_____ Signature
_____ Date	_____ Date

Tenant
_____ Name of Tenant

_____ Signature	
_____ Date	

Tenant

_____ Name of Tenant	
_____ Signature	
_____ Date	