

RELOCATION ADDENDUM

This will serve as an Addendum to the Lease dated _____, between **Southeast Housing, LLC** (Owner) and _____ (Resident) regarding the Premises located at _____.

THE PARTIES UNDERSTAND AND AGREE AS FOLLOWS:

- 1. Construction and Planned Renovations.** The Community in which the Premises is located may undergo an extensive rehabilitation process, which may involve demolition of existing homes and common areas and construction of new homes and common areas, as well as renovation of existing homes (collectively hereafter referred to as "construction"). Construction may be ongoing and Owner makes no warranty regarding the date of completion of such construction and renovations.
- 2. Absence of Amenities, Community Services/Facilities.** The Lease and other information provided to Resident regarding the Premises and the Community may refer to amenities, Community services/facilities (collectively hereafter referred to as "amenities") that may be affected by the Community rehabilitation. Resident is aware that certain amenities may be demolished and/or constructed and may not be accessible to Resident until conclusion of their construction, or not at all. Such amenities may include but are not limited to parking lots, driveways, landscaping, playgrounds, tot lots and guest parking areas. Unless otherwise specified in writing in the Lease, Owner makes no representations or warranties regarding the availability of any amenities to Resident.
- 3. Construction Noise & Inconvenience.** Resident acknowledges that construction may inconvenience Resident in the form of lack of access to amenities as specified in Paragraph 2, utility interruptions, construction debris and noise including safety feature testing. Resident agrees that notwithstanding such, the lack of amenities, the noise of construction, and other inconvenience associated with the construction shall not entitle Resident to any offset of Rent obligations, or form the basis for a complaint against Owner, its agents, employees or assigns for Rent relief, or any other claim, right, or remedy against Owner, including constructive eviction, stemming from the Owner-Resident relationship.
- 4. Maintenance.** Resident acknowledges that Owner may require Resident to vacate the Premises because of a condition or location found to be unfit for further occupancy or to make unusual or extensive repairs (collectively hereafter referred to as "maintenance"). Resident may be reassigned to the Premises after the above-described situations or conditions have been rectified.
- 5. Lease Termination.** As specified in Paragraph 1, during the term of the Lease, construction, renovation or maintenance activities may require Resident to vacate the Premises. If such

construction and/or maintenance is necessary in Owner's sole discretion, Owner may terminate the Lease upon giving forty-five (45) days written notice to Resident to vacate (hereafter referred to as "Relocation Termination") to accommodate Owner's construction or maintenance work. Relocation Termination shall be at the sole option and discretion of the Owner; Resident shall not have the right to give a Relocation Termination notice.

6. **Personal Property Moving Assistance Provided Upon Relocation Termination.** If the Lease is terminated due to Relocation Termination, Owner will move Resident's personal property or Resident may choose to perform a do-it-yourself (DITY) move which cost shall be reimbursed at the amount offered by Owner based on the number of bedrooms at the then-current amount as posted in the Community Management Office.
 - a. If Resident elects to have Owner move Resident's personal property in accordance with Owner-provided Relocation Termination Moving Rules and Guidelines, Resident is aware that a moving company will handle the physical move of personal property on behalf of Owner. Resident agrees that Owner's responsibilities with respect to the personal property moving assistance shall be limited to paying the moving company for its service. Resident releases and discharges Owner and its agents, employees and assigns from all debts, liens, claims, rights, demands, actions, causes of action, known or unknown, whether in contract, tort or otherwise, by reason of any losses, damages or injuries whatsoever sustained by Resident arising from the personal property moving assistance.
 - b. If Resident elects to perform a DITY move, the Resident is responsible for scheduling the move prior to the date specified in the Relocation termination notice. Payment will be made to Resident within 5 business days of receipt by Owner of keys to Premises that were vacated.
 - c. If the Resident elects to move to a home in the community they still retain partnership-paid move and associated incidental costs. The amount paid for the move will be capped at an amount to be determined.
 - d. Owner also agrees to assist Resident relocation by providing Resident with an allowance in an amount equal to the federal partial dislocation allowance, per Joint Federal Travel Regulations paragraph U5630, in effect at the time of the relocation by the Owner, which is intended to offset certain costs associated with the relocation.
7. **Relocation Termination Due to Resident-Caused Deficiencies.** If the Relocation Termination is required as a result of habitability deficiencies caused by Resident, Occupants, or Resident's guests, then Resident shall be required to pay for relocation expenses in addition to the cost to repair any habitability deficiencies.
8. **Damages Caused by Relocation Delay.** Resident is aware that Owner may have extremely tight construction deadlines to meet, and that any delay by Resident in relocating could cause

significant damage to Owner for which Resident may be liable. It is agreed between Owner and Resident that failure by the Resident to comply with Resident's responsibilities to move as provided in the Relocation Termination notice provided to Resident by the Owner will entitle the Owner, in addition to the daily rental value of the Premises, at its option, to impose either liquidated damages of \$50.00 per day or to seek actual damages. Resident should be aware that actual damages may be extremely costly.

Resident:

Owner:

_____ Date: _____ Date: _____