

RENTAL ASSISTANCE AGREEMENT BETWEEN LANDLORD AND BSS PLUS EMERGENCY SOLUTIONS GRANT [ESG] – CARES [CV] PROGRAM

This Agreement Covers BSS+ ESG-CARES [CV] Tenant-Based Rental Assistance

BSS+ ESG-CV Program	Date:
Tenant Name (the “<u>Tenant</u>”):	
Address of Unit Being Rented (the “<u>Rental Unit</u>”):	
Name of Apartment Complex, as Applicable:	
Landlord Name (the “<u>Landlord</u>”):	
Landlord Address:	Phone:

This Rental Assistance Agreement (this “Agreement”) applies only to the above-referenced Tenant, his or her household and Rental Unit.

Assistance under the BSS+ ESG-CV Rental Assistance Program (the “Program”) is not guaranteed. Assistance will be terminated if (each, an “Early Termination Event”):

- At any re-examination of the Tenant, the Program determines that Tenant’s income is greater than the published income limit for the Program; or
- Tenant is evicted from the assisted Rental Unit; or
- Tenant moves out of the assisted Rental Unit; or
- Tenant provides false information or commits any fraud in connection with the Program, or fails to cooperate with the Program or the Partner Agency (as defined below). In the event of termination of rental assistance, the BSS+ ESG-CV partner agency, _____ (the “**Partner Agency**”), will provide at least thirty (30) days’ notice to Tenant of such termination.

Please Note: This Agreement does not affect any lease between the Landlord and the Tenant.

BSS+ ESG-CARES [CV] Agreement

A. Terms of Agreement

The term of this Agreement commences on _____ (Lease start date or date of first month's rental payment for program transfers) and ends on the first to occur of the following (i) 12 months from the commencement date; (ii) September 30, 2022; or (iii) the occurrence of an Early Termination Event.

B. Rental Application Fee

The Program will pay a rental application fee to the Landlord in the amount of \$ _____. (Mark N/A if not paid by BSS+ ESG-CV program funds.)

C. Security Deposit

The Program will pay a security deposit (the "**Security Deposit**") to Landlord in the amount of \$ _____. (Mark N/A if not paid by BSS+ ESG-CV program funds.)

1. Landlord will hold this Security Deposit during the period in which Tenant occupies the Rental Unit under the Lease by and between Landlord and Tenant.
2. Landlord will comply with state and local laws regarding interest earned on Security Deposits. After Tenant has moved from the Rental Unit, Landlord may, subject to state and local law, use the Security Deposit, including any interest earned on the deposit, as reimbursement for rental or another other amounts payable by Tenant under the Lease. Landlord will give Tenant a written list of all items charged against the Security Deposit and amount allocated to each item. After deducting the amount used as reimbursement to Landlord, Landlord will promptly refund the full amount of any remaining balance to Tenant.
3. Landlord will immediately notify the Partner Agency when Tenant has moved out from the Rental Unit.

D. Utility Deposit

1. If utilities (gas, electricity, water and sewer, as applicable) are included as part of the rental payment, The Program will pay a utility deposit (the "**Utility Deposit**") to the Landlord as required in the amount of \$ _____.
2. The Landlord will hold this Utility Deposit during the period in which Tenant occupies the Rental Unit under the Lease. After Tenant has moved from the Rental Unit, the Landlord may use the Utility Deposit as reimbursement for amounts owed to Landlord for utilities.
3. If utilities are not included as part of the rental payment, the Program will pay a Utility Deposit directly to the utility provider, if required.

E. Rental Arrears

The Program will pay past due rent and other rental arrears to Landlord in the amount of \$ _____.

F. Rent Restrictions and Amounts Payable by Administrator

1. **Rent Restrictions.** Rental assistance paid hereunder may not be provided for a housing unit under this program unless the total rent for the Rental Unit complies with the United States Department of Housing and Urban Development's ("**HUD**") standard of rent reasonableness, as established under 24 C.F.R. Section 982.507. The Program must maintain written documentation evidencing compliance with rent restrictions.
2. **Monthly Rent.** The monthly rent payable to Landlord by the Program for the term of this Agreement is \$_____. Of this amount, the Tenant-paid Portion is \$ _____, and the amount to be paid by the Program is \$_____.
3. **Payment Due Date.** As stated in the Leases:
 - a. The rental payment due date is _____.
 - b. Rent is late if it remains unpaid after _____(time) on the _____ day of the month.
 - c. Initial late fee if rent is not paid on or before the ____ day of the month: \$_____ or % of one month's rent.
 - d. Daily late fee: \$_____ or _____% of one month's rent until rent and late fees are paid in full.
 - e. Total amount of all late fees charged will not exceed limitations set by the Texas Property Code.
 - f. The Program will not use program funds to pay late payment penalty costs and shall have no obligation to do so.
4. **Rent Adjustments.** Prior to the end of the existing Lease term, and with no less than sixty (60) days' notice to the Program and the Tenant, Landlord may propose a reasonable rent adjustment to be effective following termination of this Agreement. The proposed rent may be rejected by the Program in its sole discretion. The Program may reject the proposed rent by providing both Landlord and Tenant thirty (30) days' notice of intent to terminate the Agreement.
5. **NEITHER BSS+ ESG-CV NOR THE CITY OF AUSTIN NOR HUD ASSUMES ANY OBLIGATION FOR PAYMENT OF ANY CLAIM BY LANDLORD AGAINST TENANT. THE PROGRAM'S OBLIGATION IS LIMITED TO MAKING RENTAL PAYMENTS ON BEHALF OF TENANT IN ACCORDANCE WITH THIS AGREEMENT.**
6. **Payment Conditions.** The right of the Landlord to receive payments under this Agreement will be subject to Landlord's compliance with all the provisions of the Agreement and all other related agreements between the Program and Landlord. Landlord agrees that the endorsement on the check or acceptance via direct deposit will be conclusive evidence that the Landlord received the full amount due for the month, and will be certification by Landlord that:
 - a. The Rental Unit is in decent, safe, and sanitary condition in compliance with Minimum Habitability Standards ("**MHS**") and that the Landlord is providing the services, maintenance, and utilities agreed to in the Lease;

- b. The Rental Unit is Leased to and occupied by Tenant;
- c. Landlord has not received and will not receive any payments as rent for the Rental Unit other than those identified in this Agreement; and
- d. To the best of the Landlord's knowledge, the Rental Unit is used solely as the principal place of residence of Tenant and his/her household.

G. MHS and Landlord-Provided Services

- 1. Landlord agrees to maintain and operate the Rental Unit and related facilities in decent, safe, and sanitary housing in accordance with 24 C.F.R. Section 576.403(c), and provide all the services, maintenance and utilities agreed to in the Lease.
- 2. The Program will have the right to inspect the Rental Unit and related facilities at least annually and at such other times as the Program may deem necessary to ensure the Rental Unit is in decent, safe and sanitary condition, and that it is in compliance with MHS, and that required maintenance, services and utilities are provided.
- 3. If the Program determines that the Landlord is not meeting the obligations required of it herein, the Program will have the right, even if Tenant continues in occupancy of the Rental Unit, to terminate payment of the rent and/or terminate this Agreement.

H. Lead-Based Paint

- 1. All housing constructed before 1978 is affected by Lead-Based Paint ("LBP") regulations.
- 2. **Notification:** Landlord must provide notification to Tenant of potential lead hazards, identified lead hazards, and the result of lead-hazard reduction activities. Multiple notifications may be required. Landlord must provide to Tenant the HUD pamphlet "Protect Your Family from Lead in Your Home," available in English, Spanish and other languages, as appropriate at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes/healthyhomes/lead and obtaining Tenant's initials and signature(s) in the appropriate sections, if required.
- 3. **Disclosure:** Landlord must inform Tenant regarding presence (or non-presence) of lead-based paint by providing the HUD notice, "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" available at: <http://www.hud.gov/offices/cpd/affordablehousing/training/web/leadsafe/usefulforms/> and obtaining Tenant's initials and signature(s) in the appropriate sections.
- 4. If potential lead hazards have been identified and lead hazard reduction activities have not been accomplished, or if the Landlord is not able to certify that no lead hazards exist, then the Program shall not enter into an agreement with the Landlord, or, at its option, may terminate this Agreement immediately.

I. Violence Against Women Act (VAWA) Protections

- 1. The Landlord may not consider incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking as serious or repeated violations of the Lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.

2. The Landlord may not consider criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking engaged in by a member of a Tenant's household or any guest or other person under the Tenant's control, cause for termination of assistance, tenancy, or occupancy rights, if the Tenant or an immediate member of Tenant's family is the victim or threatened victim of that abuse.
3. The Landlord must permit the Tenant to terminate the Lease without penalty if the Program determines the Tenant has met conditions for an emergency transfer under 24 C.F.R. Section 5.2005(e).

J. Termination of Tenancy

Landlord may evict Tenant in accordance with applicable state and local laws. Landlord must notify the Program in writing when eviction proceedings commence and must provide the Partner Agency a copy of any notice to the Tenant to vacate the Rental Unit, or any complaint used under state or local law to commence an eviction action against the Tenant. Landlord will provide the Program with a copy of the required notices to Tenant.

K. Fair Housing Requirements

1. **Non-discrimination.** Landlord will not, in the provision of services or in any other manner, discriminate against any person on the basis of race, color, national origin, religion, gender, disability, or familial status. The obligation of the Landlord to comply with fair housing requirements inures to the benefit of the United States of America, HUD, the City of Austin, and BSS+ ESG- CV Program, any of which will be entitled to affect any of the remedies available by law to redress any breach or to compel compliance by the Landlord.
2. **Cooperation in Quality Opportunity Compliance Reviews.** The Landlord will comply with the Program, City of Austin, and with HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

L. The Program, City of Austin and HUD Access to Landlord Records

1. Landlord will provide any information pertinent to this Agreement, which the Program, City of Austin, or HUD may reasonably require.
2. Landlord will permit the Program, City of Austin or HUD (or any of their authorized representatives) to have access to the Landlord's premises and the Rental Unit for purposes of conducting an audit and examination and to have access to any books, documents, papers and records of the Landlord to the extent necessary to determine compliance with this Agreement.

M. Rights of the Program if Landlord Breaches the Agreement

1. Any one of the following will constitute a breach of this Agreement by the Landlord:
 - a. If Landlord has violated any obligation under this Agreement; or
 - b. If Landlord has demonstrated any intention to violate any obligation under this Agreement; or

- c. If Landlord has committed any fraud or made any false statement in connection with this Agreement, or has committed fraud or made any false statement in connection with any federal housing assistance program.
2. Notwithstanding any other term contained herein, the Program's rights and remedies under this Agreement include, but are not limited to, (i) recovery of overpayments, (ii) termination or reduction of payments, (iii) termination of this Agreement, and (iv) any other remedies provided at law. If the Program determines that a breach has occurred, the Program may exercise any of its rights or remedies under this Agreement. The Program will notify Landlord in writing of such determination, including a brief statement of the reasons for the determination. The notice by the Program to Landlord may require Landlord to take corrective action within a time prescribed in the notice.
3. Any remedies employed by the Program in accordance with this Agreement will be effective as provided in a written notice by the Program to Landlord. The Program's exercise or non-exercise of any remedy will not constitute a waiver of the right to exercise that or any other right or remedy at any time.

N. The Program's Relation to Third Parties

1. The Program does not assume any responsibility for, or liability to, any person injured as a result of Landlord's action or failure to act in connection with the implementation of this Agreement or as a result of any other action or failure to act by Landlord.
2. Landlord is not the agent of the Program and this Agreement does not create any relationship between the Program and any lender to Landlord or any suppliers, employees, contractors or subcontractors used by Landlord in connection with this Agreement.
3. Nothing in this Agreement will be construed as creating any right of Tenant or third-party (other than HUD) to enforce any provision of this Agreement or to assess any claim against HUD, City of Austin, BSS+ ESG CARES, or Landlord under this Agreement.

O. Conflict of Interest Provision

The Landlord, Tenant, and Partner Agency hereby represent and warrant that no employee of the same, who formulates policy or influences decisions with respect to the Program, has, or will have, during such employee's tenure, and for a period of one year thereafter, a personal direct or indirect interest in this Agreement or in any proceeds or benefits arising from this Agreement or to any benefits which may arise from it.

P. Transfer of this Agreement or the Rental Unit

Landlord will not assign its interests or obligations under this Agreement without the Program's prior written consent. Notwithstanding the foregoing, the Landlord may assign its interests and obligations under this Agreement, without the consent of the Program, if such assignment is made as part of a conveyance of its interest in the Rental Unit or the underlying real property, so long as Landlord (i) notified the Program in writing of such transfer at least thirty (30) days prior to the effective date of such transfer; and (ii) ensures, by written document, that the transferee shall be bound by the terms of this Agreement in the place of the Landlord.

Q. Miscellaneous

1. This Agreement contains the entire agreement between Landlord and the Program. No changes in this Agreement will be made except in writing signed by both Landlord and the Program.
2. This Agreement will be interpreted and implemented in accordance with HUD requirements.
3. If any term of this Agreement is deemed unenforceable by a court or arbitrator with appropriate jurisdiction, the remainder of this Agreement will continue to the greatest extent possible.
4. This Agreement is governed in all respects by the laws of the State of Texas, without application of any its principles of conflicts of law. Venue for all disputes shall be in Travis County, Texas.
5. In this Agreement, unless the language states to the contrary or the context requires otherwise, (a) each pronoun includes the masculine, feminine, and/or neuter, (b) the singular number includes the plural and conversely, and (c) the terms "hereof," "herein," or "hereunder" refer to this Agreement as a whole and not to any particular term of this Agreement.
6. This Agreement was freely negotiated, and any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply when interpreting this Agreement.
7. This Agreement may be signed with multiple counterpart signature pages, which together will form one document. Signature pages may be signed and exchanged electronically.

R. Warranty of Legal Capacity and Condition of Unit

1. Landlord warrants:
 - a. The Rental Unit is in decent, safe, and sanitary condition as defined in 24 C.F.R. Section 576.403(c) and in compliance with HHS, and MHS (see BSS+ ESG CARES Minimum Habitability Standards Checklist, which Landlord agrees and acknowledges that it has received).
 - b. Landlord has the legal right to Lease the Rental Unit covered by this Agreement during the Agreement term.
2. The party, if any, executing this Agreement on behalf of Landlord hereby warrants that such authorization has been given by Landlord to execute this Agreement on behalf of Landlord, and that this Agreement shall be binding on Landlord and its successors and assigns.

S. Indemnification

Landlord agrees to indemnify and hold the Program, the Partner Agency, and their respective employees, officers, directors, agents and representatives harmless from any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, which they may suffer arising from (i) the breach of this Agreement, or (ii) any act or omission or the negligence of Landlord, its employees, officers, directors, managers, members, shareholders, partners, agents or representatives, or anyone else for whose acts Landlord may be responsible, in the performance of Landlord's obligations under this Agreement.

Notice to Rental Assistance Tenants:

To be eligible to receive rental assistance through the BSS+ ESG CARES Rental Assistance Program, Tenant must participate in a case management program, which is authorized and/or conducted by the BSS+ ESG CARES Program. Rental assistance provided through the BSS+ ESG CARES Rental Assistance Program is limited to a maximum of twelve (12) months over a two-year (2) period ending on or before September 30, 2022. Rental assistance will not be provided to a Tenant receiving another type of rental assistance through other public sources.

_____ **Tenant's Initials**

IN WITNESS WHEREOF, executed as of the dates indicated below.

Signature of Tenant: _____ Date: _____

Printed Name of Tenant: _____

Signature of Tenant: _____ Date: _____

Printed Name of Tenant: _____

Signature of Landlord: _____ Date: _____

Printed Name of Landlord: _____

Signature of Partner Agency's Authorized Representative: _____

Printed Name/Email Address of Partner Agency's Authorized Representative:

WARNING: Title 18, Section 1001 of the U.S. Code provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious or fraudulent statement or entry, any matter within the jurisdiction of any department or agency of the United States will be fined not more than \$10,000 or imprisoned for not more than five years, or both.