

BSS+ ESG-CV LANDLORD INCENTIVE AGREEMENT ADDENDUM

This LANDLORD INCENTIVE AGREEMENT ADDENDUM (this “**Addendum**”) is an addendum to that certain Rental Assistance Agreement, dated of even date herewith, by and between the BSS+ ESG-CV Rental Assistance Program (the “**Program**”) and the Landlord (as defined below) (the “**Rental Assistance Agreement**”). Any capitalized terms used herein that are not specifically defined herein shall have the meaning assigned to them in the Rental Assistance Agreement. This Addendum only applies to the Landlord and Tenant named in the Rental Assistance Agreement. For the avoidance of doubt, such information is copied below:

Tenant Name:	
Address of Unit being Rented:	
Name of apartment complex, as applicable:	
Landlord Name (the “ Landlord ”):	
Landlord Address:	Phone:

WHEREAS, the Landlord and the Program desire to supplement the terms of the Rental Assistance Agreement according to the terms of this Addendum.

NOW, THEREFORE, Landlord and the Program hereby agree as follows:

1. Signing Bonus. As further consideration for Landlord entering into the Rental Assistance Agreement, within thirty (30) days of the full execution of the Rental Assistance Agreement and this Addendum by the Landlord and the Program, the Program shall disburse funds in the amount of \$ to the Landlord as a signing bonus (the “**Signing Bonus**”). The Signing Bonus shall be non-refundable to the Program; provided, however, if (i) the Rental Assistance Agreement is terminated at any time by the Program in response to a breach of the Rental Assistance Agreement by Landlord, or (ii) if the Landlord terminates the Tenant’s Lease prior to the expiration of such Lease, then the Landlord shall reimburse the Signing Bonus to the Program immediately upon such applicable termination.

2. Additional Provisions. This Addendum is subject to the terms of the Rental Assistance Agreement. Except for the supplemental provision contained herein, all of the provisions of the Rental Assistance Agreement shall remain unmodified and in full force and effect, and the same are hereby ratified and affirmed in all respects. Landlord and the Program each hereby acknowledge that this Addendum may be executed in counterparts or by electronic signatures, exchanged by facsimile transmission or email and that copies of each party’s respective signature(s) shall be binding as if the same were an original signature. This Addendum shall be binding upon and inure to the benefit of the respective successors and permitted assigns and, as applicable, the heirs and legal representatives of the parties hereto. The Rental Assistance Agreement, as hereby amended, constitutes the entire understanding and agreement between the parties and may not be amended, supplemented, or modified except in the manner specified under the Rental Assistance Agreement.

[Signature Page to follow]

IN WITNESS WHEREOF, the undersigned have executed this document as of the dates indicated below.

Signature of Tenant: _____ Date: _____

Signature of Tenant: _____ Date: _____

Signature of Landlord/Landlord's Agent: _____ 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, in 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.

Under certain circumstances (see BSS+ ESG-CV Standard Operating Procedures), the approval of either the BSS+ Program Director or the Caritas Chief Financial Officer may be required to pay an incentive:

BSS+ Program Director

Caritas Chief Financial Officer

Reminders for the ESG-CV Community Housing Specialist and Partner Case Manager:

Please use the ESG-CV Incentives Calculator to stay in alignment with HUD requirements related to payment of incentives.

The primary reason to use a signing bonus is if a client has severe barriers to housing.

PROCEDURES FOR NEGOTIATION OF LEASE TERMS [from BSS+ ESG-CV Standard Operating Procedures]

Case Managers may assist the client in standard negotiation of lease terms, or they may elect to utilize the assistance of the BSS+ ESG-CARES [CV] Community Housing Specialist Team. The following are the **maximum allowable security deposits/signing bonuses**:

If not utilizing a signing bonus:

Security Deposit: Cannot exceed 3 months' rent; can be paid before the Landlord Rental Assistance Agreement is signed and/or Habitability Inspection is complete.

If utilizing a signing bonus:

- As security deposit of up to two months' rent
- A signing bonus equaling the lesser of \$1000 or one-months' rent

Both Case Managers and Community Housing Specialists will adhere to the following guidelines when negotiating lease terms:

- Negotiations begin at lowest level deemed possibly effective and work up to maximum recommended level
- Traditional deposit strategies will be prioritized above signing bonuses, as the deposit is more beneficial to the client in the long-term
- ***Any proposed terms outside of the above negotiation structure must be pre-approved by the BSS+ Program Director or the Caritas Chief Financial Officer.***
- ***All negotiated terms must be reflected in the BSS+ ESG-CARES [CV] Rental Assistance Agreement and BSS+ ESG-CARES [CV] Landlord Incentive Agreement Addendum (when indicated).***

Landlord Incentives: Landlord incentives include:

- signing bonuses which include
 - Any monies paid to incentivize the landlord to expand tenant screening criteria
 - Any type of deposit that is not refundable to the tenant or that cannot be used toward tenant's remaining balance owed at the end of the lease
 - Second chance deposits
 - Risk fees or risk mitigation fees
 - Any fee or charge with the words risk, risk mitigation, incentive or bonus in the description
- repairs and/or cleaning of the rental unit while the client is occupying the unit

Total landlord incentives (signing bonus, repairs, cleaning) plus payment of security deposit cannot exceed a cumulative total of more than 3 months' rent.