

4.0 NC ESG RENTAL ASSISTANCE AGREEMENT

ESG Client HMIS/Comparable Database # _____

This Agreement is entered into between _____ (the Contractor)
and _____ (the Owner/Landlord).

The purpose of this agreement is to assist the Tenant identified below to lease, or maintain a lease, in a decent, safe and sanitary dwelling unit from the Owner/Landlord. The Contractor will make Emergency Solutions Grant (ESG) Rapid Re-Housing or Homelessness Prevention rental assistance payments to the Owner/Landlord on behalf of the Tenant in accordance with this agreement.

Contract Unit, Tenant, Lease and Age of Contract Unit

This Agreement applies only to the Tenant and dwelling unit (Contract Unit) designated in this section:

Contract Unit _____
(Property name and apartment #, or street address; city; state; zip code)

Tenant Name (s) _____
(Name of Tenant /Leaseholder)

This Rental Assistance Agreement applies to the above-referenced Tenant household and rental unit.

Assistance under the ESG Rental Assistance Program is not guaranteed. Assistance will be terminated if:

- At any re-examination Tenant’s income is greater than the published income limit for the program; or
- Tenant is evicted from the assisted unit; or
- Tenant moves out of the assisted unit; or
- Tenant provides false information or commits any fraud in connection with the program, or fails to cooperate; or
- Funding for the Contractor’s ESG Rental Assistance Program is terminated.

In the event of termination of rental assistance, the Contractor will provide at least thirty (30) days notice to Tenant.

This Agreement is conditioned upon a valid lease between the Owner/Landlord and the Tenant that complies with applicable federal and North Carolina law specifically including North Carolina landlord/tenant law.

The Contract Unit was constructed in _____ (Year) Before 1978 or After 1978

Term of the Agreement

This agreement shall begin on _____, provided the Tenant has possession of the unit, and shall continue on a month to month basis until all promised payments are received or terminated by the Contractor.

Security Deposit, Contract Rent, Tenant Rent, Arrears and Rental Assistance Payment

Security Deposit	\$ _____		
First Month Rent	\$ _____		
Contract Rent	\$ _____	Time frame _____	to _____
Tenant Rent	\$ _____	Time frame _____	to _____
Arrears	\$ _____	Number of months _____	
Total	\$ _____	Provided to the Landlord	

Payment Due Date. As stated in the Tenant’s lease:

1. The payment due date is _____.
2. The grace period for payment is _____.
3. Late payment penalty requirements are _____.

The portion of the Contract Rent payable by the Tenant (Tenant Rent) will be an amount determined by the Contractor. The amount of the Tenant Rent is subject to change during the term of this agreement at the sole discretion of the Contractor and will be effective as of the date stated in the notification by the Contractor to the Tenant and Owner/Landlord. Initially and until such change, the Tenant shall pay \$_____ per month to the Owner as the Tenant Rent.

The portion of the Contract Rent payable by the Contractor (Rental Assistance Payment) is equal to the difference between the Contract Rent and the Tenant Rent. The amount of the Rental Assistance Payment shall be determined by the Contractor and any change will be effective as of the date stated in the notification to the Tenant and Owner/Landlord. Initially and until such change, the amount to the Rental Assistance Payments shall be \$_____ per month.

Utilities, Appliances, Maintenance, Operation and Inspections

Some utilities are responsibility of the property Owner/Landlord and are considered furnished as part of the rental payment. Other utilities are considered the responsibility of the Tenant and must be arranged for and paid separately by the Tenant. The following utilities and appliances are considered essential to the health and safety of the Tenant:

- Electricity to the unit is the responsibility of _____ (Owner/Tenant)
- Water/Sewer to the unit is the responsibility of _____ (Owner/Tenant)
- _____ (other critical utility) is the responsibility of _____ (Owner/Tenant)
- Refrigerator in the unit is furnished by _____ (Owner/Tenant)
- Stove in the unit is furnished by _____ (Owner/Tenant)

Minimum Habitability Standards (MHS) and Owner/Landlord-Provided Services

The Owner/Landlord agrees to maintain and operate the Contract Unit and related facilities to provide decent, safe and sanitary housing in compliance with State and local building and housing codes.

The Contractor shall have the right to inspect the Contract Unit and related facilities prior to Tenant occupancy and periodically during the term of tenancy as determined by the Contractor.

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 at http://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes/healthyhomes/lead
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 Contractor shall not enter into a Rental Assistance Agreement with the Landlord.

Obligations of the Owner/Landlord

The Owner/Landlord agrees to accept Rental Assistance Payments from the Contractor, appropriately pro-rated, only for months in which the Tenant resides in the unit.

The Owner/Landlord agrees to promptly notify (within 5 days) the Contractor in writing when the Tenant vacates the unit.

Monthly Payment to Owner/Landlord

The Owner/Landlord will furnish the Contractor with a completed W-9 and other requested documentation (financial records, rent ledgers or cancelled checks and in order to receive payment from the Contractor.

The Contractor will endeavor to pay the Rental Assistance Payment to the Owner/Landlord on the first business day of the month in which the payment is due. Payment will be in the form of a check or by direct deposit, if the option is available and desirable to both parties.

The Owner/Landlord agrees that the endorsement and deposit/cashing of the check constitutes certification by the Owner/Landlord that the unit remains decent, safe and sanitary, the Owner/Landlord is in compliance with the terms of the lease and the unit remains occupied by the Tenant and that the Owner has not received and will not receive any additional consideration for the unit for this period from any source other than outlined in this agreement.

Adjustments and Termination

The Contractor will periodically evaluate the Tenant's program eligibility and ability to pay rent. The Contractor from time to time will make adjustments to the Tenant Rent and Rental Assistance Payments not to exceed the Contract Rent. The Owner/Landlord and the Tenant shall be given written notice by the Contractor of any adjustments or termination.

Adjustments may include termination of assistance if the Tenant is determined to no longer be program eligible or if the Tenant's income is deemed to be adequate to pay the Contract Rent. Termination of this agreement shall not constitute a breach of the lease between the Owner/Landlord and the Tenant.

If the Tenant moves from the Contract Unit in violation of the lease, the Owner/Landlord is entitled to keep the Rental Assistance Payment only for the month in which the Tenant moves. Nothing in this agreement prevents the Owner/Landlord from enforcing the Lease with the Tenant.

If the Owner/Landlord evicts the Tenant, the Owner/Landlord is entitled to receive the Rental Assistance Payment only for the months that the unit is occupied by the Tenant and the Tenant remains program eligible.

The Owner/Landlord is required to give the Contractor a copy of any notice to the Tenant to vacate the unit, or any complaint used under State or local law to commence an eviction action.

The Contractor can terminate this agreement if the Owner/Landlord fails to maintain the Contract Unit in a decent, safe and sanitary condition or materially violates the lease and fails to cure the breach within five (5) days of the written notice or for non-compliance with this agreement or for other good cause.

The Contractor assumes no obligation for the Tenant Rent or payment of any claim by the Owner/Landlord against the Tenant.

The termination of this agreement alone shall not be construed as good cause to terminate the Tenant's lease. The Owner/Landlord may only terminate the Tenant's lease in accordance with the lease terms and applicable law.

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 Landlord to comply with Fair Housing Requirements inures to the benefit of the United States of America, HUD, State of North Carolina, and the Contractor, any of which will be entitled to affect any of the remedies available by law to redress any breach or to compel compliance by Landlord.
2. *Cooperation in Quality Opportunity Compliance Reviews.* Landlord will comply with Contractor, State of North Carolina 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.

Contractor, State of North Carolina and HUD Access to Landlord Records

1. Landlord will provide any information pertinent to this Rental Assistance Agreement which Contractor, State of North Carolina, or HUD may reasonably require.

- Landlord will permit Contractor, State of North Carolina or HUD (or any of their authorized representatives) to have access to the premises for purposes of audit and examination and to have access to any books, documents, papers and records of Landlord to the extent necessary to determine compliance with this Rental Assistance Agreement.

Agreement and Legal Capacity

This document contains the entire agreement between the Owner/Landlord and the Contractor. No changes can be made except in writing, signed by both the Owner/Landlord and the Contractor, unless specifically stated otherwise herein.

The party, if any, executing this agreement on behalf of the Owner/Landlord hereby warrants that authorization has been given by the Owner to execute it on behalf of Owner.

Signatures, Addresses for Notices and Payments, and Contact Information

Landlord Signature: _____	Contractor Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Mailing Address: _____ _____	Mailing Address: _____ _____
Contact Phone Number: _____	Contact Phone Number: _____
Email Address: _____	Email Address: _____

Notice to Rental Assistance Tenants:

To be eligible to receive rental assistance through the ESG Rental Assistance Program, Tenant must participate in a case management program which is authorized and/or conducted by the Contractor. Rental assistance provided through the ESG Rental Assistance Program is limited to a maximum of twenty-four (24) months over a three year (3) period. The length of time a Tenant will receive rental assistance is determined on a case by case basis and may be for a significantly shorter period of time than the maximum period allowed. Rental Assistance will not be provided to a Tenant receiving any other type of rental assistance.

Tenant's Initial: _____

Signature of Tenant: _____	Date: _____
Signature of Tenant: _____	Date: _____
Signature of Landlord: _____	Date: _____
Signature of Contractor's Authorized Representative: _____	Date: _____

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.



LEASE ADDENDUM
VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS
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This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence 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 relating to abuse, 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 the tenant’s family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim’s behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Tenant

Date

Landlord

Date

Form HUD-91067
(9/2008)