

TRI-CITIES HOME CONSORTIUM (CONSORTIUM)

**TENANT BASED RENTAL ASSISTANCE (TBRA) RENTAL ASSISTANCE PAYMENT CONTRACT BETWEEN
SUBRECIPIENT AND TENANT**

1. Rental Assistant Payment# Issued On: _____ Expires On: _____

Participant Name: _____ (the "Tenant") Number of Household Members: _____

Unit Size*: _____ FMR (utilities included): _____

(* This is the number of bedrooms for which the household qualifies. The amount of rental assistance is based on unit size).

2. TENANT BASED RENTAL ASSISTANCE PROGRAM

_____ hereinafter referred to as ("Subrecipient") has issued this Tenant Based Rental Assistance Housing Payment Contract ("RAP") to the Tenant identified above who is eligible to participate in the Tenant Based Rental Assistance Program ("the Program"). Under the Program, the Subrecipient will make payments on behalf of the Tenant. The Tenant must select a decent, safe and sanitary dwelling unit and the Subrecipient will make payments to its landlord on behalf of the Tenant with HOME funding received from the U.S. Department of Housing and Urban Development. When the Subrecipient issues this RAP, it fully expects to have funds available to provide the rental assistance. However, the Subrecipient is not under any obligation to the Tenant nor its landlord or any other party until the dwelling unit has been approved by the Subrecipient and the Subrecipient has entered into an agreement with its landlord ("landlord").

3. STEPS THAT MUST BE TAKEN TO USE THIS RENTAL ASSISTANCE PAYMENT CONTRACT

A. The tenant must select a rental unit dwelling unit located with the consortium that meets the Program's housing quality standards set forth in 24 CFR 982.401 and has a rent that is at or below Fair Market Rent as provided under 24 CFR 888 Subpart A ("Unit"). Additionally, the rent charged for the Unit must be reasonable in relation to rents being charged for comparable unassisted units.

B. After the Tenant selects the Unit, it must submit the following documents to the Subrecipient: (1) a Request for Unit Approval form, signed by the Landlord; and (2) a copy of the Landlord's lease. If a Request for Unit Approval has not been submitted to the Subrecipient within sixty (60) days of the date that this RAP was issued, this RAP will expire, unless the Subrecipient approves an extension.

C. After the Subrecipient receives the Request for Unit Approval, the Unit will be inspected and the Subrecipient will review the Landlord's lease. If the Unit and the rent for the Unit meet the Program's requirements the Subrecipient will notify the Landlord and the Tenant that it has approved the Unit. If the Unit or lease cannot be approved, the Subrecipient will provide the Landlord with an opportunity to correct the problem(s) or the Tenant can begin to look for another unit with the assistance of the Subrecipient.

D. The Unit must have at least one (1) bedroom or living/sleeping room for each two (2) persons. Children of the opposite sex, other than very young children, may not be required to occupy the same bedroom living/sleeping room.

E. The Subrecipient will work with the Landlord and the Tenant to execute all of the necessary documents:

- i. The Landlord and the Tenant must sign a lease that is approved by the Subrecipient.
- ii. The lease has to have a term of at least one (1) year, which is terminable for cause.
- iii. The Landlord and the Subrecipient must sign a RAP. Once all necessary documents have been signed and the Tenant moves into the Unit, payments to the Landlord will begin.

4. SECURITY DEPOSIT

The Tenant or Subrecipient will pay a security deposit to the Landlord, consistent with local market practices. The amount of the Security Deposit paid by the Subrecipient cannot exceed two (2) month's rent. When the Tenant moves out, any reimbursements of the deposit that are owed by the Landlord under State and local law must be paid to the Tenant or Subrecipient, as applicable.

5. TENANT AND SUBRECIPIENT SHARE OF THE RENT

A. The portion of the rent payable by the Tenant to the Landlord ("Tenant's Share") is calculated based upon the Tenant's ability to pay. The Tenant must provide the Subrecipient with information and documentation about its income, assets, and other household circumstances that will affect the amount that the Tenant is required to pay. The Tenant's Share may change as a result of changes in the Tenant's income or other household circumstances. Initially, and until such time as both the Landlord and the Tenant are notified by the Subrecipient, the Tenant's Share of the rent shall be \$_____.

B. Each month, the Subrecipient will make a rent payment to the Landlord on behalf of the Tenant. The monthly payment will be equal to the difference between the approved rent and the Tenant's Share of the rent. The amount of rental assistance paid by the Subrecipient may be reduced or terminated due to changes in the Tenant's income.

C. The Subrecipient will not pay other costs associated with the Tenant's occupancy, such as cable, storage units, carports, or garages. The Subrecipient will not pay rent for the remaining portion of the term of the lease if the Tenant is no longer occupying the Unit. The Subrecipient will give the Tenant at least thirty (30) days' notice of termination of rental assistance. The Subrecipient shall not reimburse the Landlord for any damage caused by the Tenant, the obligation of the Subrecipient to Landlord and Tenant is limited solely to the payment of the rental assistance as described herein, the Landlord acknowledges that the Subrecipient has not assumed any other responsibility.

D. With no less than sixty (60) days' notice to the Tenant and the Subrecipient, the Landlord may propose a reasonable adjustment in rent to be effective no earlier than the 13th month of this RAP. Either the Tenant or the Subrecipient may reject the proposed rent. The Tenant may reject the proposed rent by providing the Landlord with a thirty (30)-day written notice of intent to vacate. If the Subrecipient rejects the proposed rent, the Subrecipient will give both the Tenant and the Landlord thirty (30) days' notice of its intent to terminate.

6. REQUIREMENTS FOR PARTICIPATING TENANTS

The Tenant must:

- A. Be eligible for rental assistance under the Program guidelines and provide necessary documentation to establish eligibility, as requested by the Subrecipient from time to time.
- B. Provide information or documentation about the Tenant's or the Tenant's household member's, income, assets and changes in income or other circumstances that may affect Tenant's eligibility or may result in changes to the amount of the Tenant's Share.
- C. Cooperate with annual income and interim income evaluations.
- D. Allow a designee of the Subrecipient to inspect the Unit at reasonable times and upon reasonable notice.
- E. Request permission from the Subrecipient to allow additional persons to move into the Unit.
- F. Notify the Subrecipient before vacating the Unit.
- G. Notify the Subrecipient if another member of Tenant's household vacates the Unit.
- H. Use the Unit as the household's principal place of residence and solely as a residence for the household.
- I. Not sublease or assign the lease.
- J. Not be currently receiving rental assistance or living in a housing unit receiving rental assistance or operating assistance through other federal, State, or local sources.
- K. Cooperate with the Subrecipient, the Consortium, and HUD during compliance reviews, audits, and investigations pursuant to all applicable civil rights statutes, Executive Orders and all related Program rules and regulations.

7. LENGTH OF ASSISTANCE

Tenant is not guaranteed to continue to receive rental assistance under the Program. Rental assistance may be terminated if the Tenant does not follow the requirements of this RAP, other Program agreements, or Program guidelines. The Subrecipient shall not be obligated to pay rent for the remaining portion of the term of the lease if the Tenant is no longer occupying the Unit, if the Tenant is no longer eligible for the Program, or if the lease terminates and is not renewed. The Tenant will be required to repay the Subrecipient for any rent that is paid by the Subrecipient during a period of time that the Tenant is no longer occupying the Unit if the Tenant has not provided notice to the Subrecipient prior to the time the Tenant vacates the Unit.

8. EQUAL HOUSING OPPORTUNITY

If the Tenant has reason to believe that he/she has been discriminated against on the basis of age, race, color, creed, religion, sex, handicap, national origin or familial status, the Tenant may file a complaint with the U.S. Department of Housing and Urban Development ("HUD"). HUD has created a "hotline" to answer question`s and take complaints about Fair Housing and Equal Opportunity. The toll-free number is 1-(800) 669-9777.

9. THIRD PARTY BENEFICIARIES

Nothing in this RAP shall be construed as creating any rights for any third-party beneficiaries to enforce any provision of this RAP or to assert any claim against the Tenant, the Subrecipient or the Landlord under this RAP, except for HUD or the Consortium.

Tenant Name

Subrecipient

Type or Print name here

Type or Print name here

Signature Date

Signature Date

**TRI-CITIES HOME CONSORTIUM (CONSORTIUM)
TBRA-REQUEST FOR UNIT APPROVAL (SCATTERED SITES)**

INSTRUCTIONS:

Provide this form to the tenant identified below (“Tenant”) after intake is complete. This form should be completed by the Tenant and the landlord listed below (“Landlord”) to request the Subrecipient’s approval of the unit for which the Tenant has elected to receive rental assistance (the “Unit”).

Landlord: Please read the Rental Assistance Payment Contract and information about Housing Quality Standards (Section D) provided in it. After the Tenant submits this request to the Subrecipient, a staff member will contact the Landlord to schedule an inspection of the Unit. The Subrecipient is not responsible for paying any part of the rent to the Landlord prior to its approval of the Unit and its execution of the Rental Assistance Payment Contract (“RAP”). **Please attach a copy of your proposed lease to this form.**

Tenant: With the Landlord, complete this form and return it to: _____

Do not sign a lease for the Unit until the Subrecipient has inspected and approved the Unit.

Type of Unit:

- Single Family
- Semi-detached/Row House
- Garden/Walk up
- Elevator/High Rise
- Mobile Home

Date Constructed: _____ Most recent rent charged: _____ Proposed rent: _____

Unit Address: _____ Landlord Contact Information: _____

Were the same utilities appliance included in the rent: Yes _____ No _____

Insert Source of Utilities.

Utility Source:	Included in Rent	Paid by Tenant	Utility Source:	Included in Rent	Paid by Tenant
Heating -source:			Water Heater		
Cooking-source			Water		
Other Electric			Sewer		
Air Conditioning			Trash Collection		
Range/Microwave			Other		
Refrigerator			Other		

OWNER CERTIFICATION: By executing this request, the Landlord agrees and certifies that: (1) the information provided on the form is accurate and true; (2) the Unit is not receiving rental assistance or operating assistance through other federal, State, or local sources; (3) the Unit currently meets Housing Quality Standards set forth in 24 CFR 982.401 (“HQS”) or will be brought up to HQS standards before the RAP is executed; and (4) the Unit is made available, managed, and operated regardless of race, color, creed, religion, sex, national origin, handicap, or familial

status. In accordance with 18 U.S.C. §1001, the payment of fines and/or imprisonment may be required or repayment of any funds received by the Landlord pursuant to the RAP in the event that the Landlord provides false, incomplete or misleading information

Tenant Name

Landlord Name

Type or Print name here

Type or Print name here

Signature

Date

Signature

Date

TRI CITIES HOME CONSORTIUM (CONSORTIUM)
TBRA – RENTAL ASSISTANCE CONTRACT BETWEEN LANDLORD & SUBRECIPIENT

Landlord Name:	Tenant Name:
Address:	Unit:
Phone:	Address:
Email:	

The above-referenced landlord (the “Landlord”) is required to provide the Subrecipient (as defined below) with an IRS Form 1099 or W-9. The above-referenced tenant (the “Tenant”) should receive a copy of this Rental Assistance Payment Contract for the Tenant’s files. This will describe to the Tenant the amount that the Tenant must pay and the amount that the Subrecipient will pay.

Under the Program, the Landlord will receive monthly payments on behalf of the Tenant with TBRA HOME Funds received from the U.S. Department of Housing and Urban Development, if the Tenant and the dwelling unit (the “Unit”) both meet the Program requirements. This Rental Assistance Payment Contract (“Contract”) is entered into between (hereinafter referred to as “Subrecipient”) and the above referenced Landlord. This Contract applies only to the Tenant and the above-referenced dwelling unit (the “Unit”).

A. TERM OF THE CONTRACT

1. The term of this Contract shall begin on (Enter Date____) and end no later than (Enter Date____). This Contract automatically ends on the last day of the term of the lease.

B. SECURITY DEPOSIT

1. Landlord will hold this security deposit during the period of time that the Tenant occupies the Unit pursuant to the lease. The Landlord shall comply with State and local laws regarding interest payments on security deposits. The amount of the security deposit paid by the Subrecipient cannot exceed two (2) month’s rent.

2. After the Tenant has moved out of the Unit, the Landlord may, subject to State and local law, use the security deposit, including any interest on the deposit, as reimbursement for rent or any other amounts payable by the Tenant under the lease in accordance with Washington law. The Landlord will give the Tenant and the Subrecipient a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Landlord, the Landlord shall promptly refund the full amount of the balance to the Tenant or Subrecipient, as applicable.

3. The Landlord shall immediately notify the Subrecipient when the Tenant has moved out of the Unit or abandoned the Unit.

4. Limitation: The Subrecipient shall not reimburse the Landlord for any damage caused by the Tenant, the obligation of the Subrecipient to Landlord and Tenant is limited solely to the payment of the rental assistance as described herein, the Landlord and the Tenant acknowledge that the Subrecipient has not assumed any other responsibility.

C. RENT AND AMOUNT PAYABLE BY TENANT AND SUBRECIPIENT

1. Rent Reasonableness. In accordance with 24 CFR 578.51, the rent that Landlord charges for the Unit must be reasonable in relation to rents being charged for comparable unassisted units, taking into account the location, size, type, quality, amenities, facilities, and management and maintenance of each unit. Reasonable rent must not exceed rents currently being charged by the same owner for comparable unassisted unit.

2. Initial Rent: The initial rent payable to the Landlord for the first payment of this Contract is _____ .

3. Rent Adjustments: With no less than sixty (60) days’ notice to the Tenant and the Subrecipient, the Landlord may propose a reasonable adjustment in the rent to be effective no earlier than the 13th month of this Contract. Either the Tenant or the Subrecipient may reject the proposed rent. The Tenant may reject the proposed rent by providing the Landlord with a thirty (30)-day written notice of intent to vacate. If the Subrecipient rejects the proposed rent, the Subrecipient will give both the Tenant and the Landlord thirty (30) days’ notice of its intent to terminate this Contract.

4. Tenant’s Share of the Rent: Initially, and until such time as both the Landlord and the Tenant are notified by the Subrecipient, the Tenant’s share of the rent shall be (the “Tenant’s Share”).

Subrecipient Share of the Rental Assistance Payment: Initially, and until such time as both the Landlord and the Tenant are notified by the Subrecipient, the Subrecipient’s share of the rent shall be \$_____ per month due on this date _____ (the “Subrecipient’s Share”). In addition, the amount of rental assistance paid by the Subrecipient may be reduced or terminated due to changes in the Tenant’s income. The Subrecipient will not pay other costs associated with the Tenant’s occupancy, such as cable, storage units, carports, or garages. The Subrecipient shall not be obligated to pay rent for the remaining portion of the term of the lease if the Tenant is no longer occupying the Unit. The Subrecipient’s obligation is limited to making rent payments on behalf of the Tenant in accordance with this Contract. Neither the Subrecipient nor Tri-Cities Consortium will assume any obligation for the Tenant’s Share or for the payment of any claim by the Landlord against the Tenant.

5. Payment Conditions: The right of the Landlord to receive payments under this Contract shall be subject to compliance with all of the provisions of this Contract. The Landlord shall be paid under this Contract on or around the first day of the month for which the payment is due. The Landlord agrees that its endorsement on the check or receipt of wire, as applicable shall be conclusive evidence that the Landlord received the full amount due for the month, and shall be a certification that:

- a. The Unit is in a decent, safe, and sanitary condition and that the Landlord is providing the services, maintenance and utilities agreed to in the lease.
- b. The Unit is leased to and occupied by the Tenant.
- c. The Unit must have at least one (1) bedroom or living/sleeping room for each two (2) persons. Children of the opposite sex, other than very young children, may not be required to occupy the same bedroom living/sleeping room.
- d. The lease must have a term of one (1) year, which is terminable for cause.
- e. The Unit is not receiving rental assistance or operating assistance through other federal, State, or local

sources.

f. To the best of the Landlord's knowledge, the Unit is used solely as the Tenant's principal place of residence.

g. The Landlord has a legally binding, written lease for the Unit between it and the Tenant.

6. Termination of Payments: This Contract will terminate and the Subrecipient shall no longer have an obligation to pay the Subrecipient's Share under this Contract if:

a. The Tenant moves out of the Unit;

b. The lease terminates and is not renewed;

c. The Tenant is no longer eligible to receive rental assistance; or

d. The Unit is no longer eligible.

7. Repayment of Funds: The Landlord will be required to repay any funds advanced to it by the Subrecipient during any period of time that any of the Payment Conditions are not met or the Landlord has committed fraud.

D. HOUSING QUALITY STANDARDS AND LANDLORD PROVIDED SERVICES

1. The Landlord agrees to maintain the Unit and related facilities in a manner conducive to providing decent, safe and sanitary housing in accordance with 24 CFR 982.401 including any services, maintenance and utilities agreed to in the lease.

2. The Subrecipient shall have the right to inspect the Unit and related facilities at least annually and at such other times as may be necessary to confirm that the Unit is in decent, safe, and sanitary condition and that required maintenance, services, and utilities are provided.

3. If the Subrecipient determines that the Landlord is not meeting these requirements, the Subrecipient shall have the right even if the Tenant continues to occupy the Unit, to terminate payment of the Subrecipient's Share of the rent and/or terminate this Contract.

E. TERMINATION OF TENANCY

The Landlord may evict the Tenant in accordance with applicable State and local laws. The Landlord must provide the Subrecipient with a copy of any notice to the Tenant asking or requiring, the Tenant to vacate the Unit, or any complaint used under state or local law to commence an eviction action against the Tenant.

F. FAIR HOUSING REQUIREMENTS

1. Non-discrimination: The Landlord shall not, in the provision of services or in any other manner, discriminate against any person on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status. The obligation of the Landlord to comply with Fair Housing Requirements shall ensure to the benefit of HUD, Consortium, and the Subrecipient, any of which shall be entitled to exercise any of the remedies available at law or in equity to redress any breach or to compel compliance by the Landlord. 2. Cooperation in Compliance Reviews: The Landlord shall

cooperate with the Subrecipient, the Consortium and HUD during compliance reviews, audits, and investigations pursuant to all applicable civil rights statutes, Executive Orders and all Program-related rules and regulations.

G. VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2013

The Landlord must comply with 24 CFR part 5, subpart L.

a. Notification Of Occupancy Rights Under VAWA And Certification Form The

Sub-recipient must ensure that the notice of occupancy rights which is set forth in Form HUD 5380 and the certification form set forth in Form HUD 5382 is provided to each individual or family applying for permanent housing and transitional housing and each Program participant at the following times:

1. When an individual or family is denied permanent housing or transitional housing;
2. When a Program participant is admitted to permanent housing or transitional housing;
3. When a Program participant receives notification of eviction;
4. When a Program participant is notified of termination of assistance;
5. With any of termination of rental assistance; and
6. Immediately, for any existing tenant either during annual recertification or lease renewal, whichever is applicable, or, if there will be no recertification or lease renewal for a tenant, through other means.

The Landlord must provide the Tenant the notice of occupancy rights set forth Form HUD 5380 and the certification form set forth in Form HUD 5382 with any notification of eviction that the Landlord provides to the Tenant during the period for which the Tenant is receiving tenant-based rental assistance.

b. Request for VAWA protections

If the Tenant seeks VAWA protections set forth in 24 CFR part 5, subpart L, the Tenant must submit such request to the Subrecipient. The Sub-recipient must determine whether the Tenant is entitled to protection under VAWA and immediately advise the Tenant of the determination; and if the Tenant is entitled to protection, the Sub-recipient must notify the Landlord in writing that the Tenant is entitled to protection under VAWA and work with the Landlord on the Tenant's behalf and the Landlord must comply. Any further sharing or disclosure of the Program participant's information by the Sub-recipient or the Landlord is subject to the requirements in 24 CFR 5.2007(c) as summarized in Subsection (D) below

c. Emergency Transfers

The Sub-recipient must use and implement the emergency transfer plan set forth in Form HUD-5381 as modified for the Tenant Based Rental Assistance Program and must make the determination of whether the Tenant qualifies for an emergency transfer under the plan. The Sub-recipient must provide Form HUD -5383 to the Tenant if it requests an emergency transfer. If the Tenant qualifies for an emergency transfer and wishes to make an external emergency transfer when a safe unit is not immediately available, the individual or family shall have priority over all other applicants for rental assistance, transitional housing, and permanent supportive housing projects funded with HOME

funding, provided that: The individual or family meets all eligibility criteria required by Federal law or regulation or HUD NOFA; and the individual or family meets any additional criteria or preferences established in accordance with 24 CFR 578.93(b)(1), (4), (6), or (7). The individual or family shall not be required to meet any other eligibility criteria or preferences for the project. The individual or family shall retain their original homeless or chronically homeless status for the purposes of the transfer.

d. Confidentiality

1. Any information submitted to the Sub-recipient, the Landlord or property manager regarding a tenant's protections under VAWA, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking (confidential information), shall be maintained in strict confidence by the Landlord or property manager and the Subrecipient.

2. The Sub-recipient shall not allow any individual administering assistance on behalf of the Sub-recipient or any persons within their employ (e.g., contractors) or in the employ of the Sub-recipient to have access to confidential information unless explicitly authorized by the Sub-recipient for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

3. The Sub-recipient shall not enter any confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is:

i. Requested or consented to in writing by the individual in a time-limited release

ii. Required for use in an eviction proceeding or hearing regarding termination of assistance from the Program; or

iii. Otherwise required by applicable law

The Sub-recipient's compliance with the protections of 24 CFR 5.2005 and 24 CFR 5.2009, based on documentation received under this section shall not be sufficient to constitute evidence of an unreasonable act or omission by the Sub-recipient. However, nothing in this paragraph shall be construed to limit the liability of the Sub-recipient for failure to comply with 24 CFR 5.2005 and 24 CFR 5.2009

e. Remaining participants following bifurcation of a lease or eviction as a result of domestic violence, dating violence, sexual assault, or stalking

If a family who is receiving CoC-RR Funds separates under 24 CFR 5.2009(a), the family's tenant-based rental assistance and any utility assistance shall continue for the family member(s) who are not evicted or removed.

If a family living in permanent supportive housing separates under 24 CFR 5.2009(a), and the family's eligibility for the housing was based on the evicted individual's disability or chronically homeless status, the remaining tenants may stay in the project until the expiration of the lease in effect at the time of the qualifying member's eviction. Otherwise, if a family living in a project funded with CoC-RR Funds separates under 24 CFR 5.2009(a), the remaining tenant(s) will be eligible to remain in the project.

f. Prohibited Denial/Termination

Sub-recipient shall ensure that any applicant for or tenant of Tenant Based Rental Assisted housing may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.

g. Construction Of Lease Terms

The Landlord, property manager or Sub-recipient shall ensure that an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as:

1. A serious or repeated violation of a lease for CoC-RR-assisted housing by the victim or threatened victim of such incident; or
2. Good cause for terminating the assistance, tenancy or occupancy rights to Tenant Based Rental Assisted housing of the victim of such incident.

h. Termination On The Basis Of Criminal Activity

Termination on the basis of criminal activity. The Tenant may not be denied tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:

1. The criminal activity is engaged in by a member of the household of the Tenant or any guest or other person under the control of the tenant, and
2. The Tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault or stalking.

i. VAWA Limitations

1. Nothing in this section limits the authority of the Sub-recipient or Landlord, when notified of a court order, to comply with a court order with respect to:

- i. The rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking; or
- ii. The distribution or possession of property among members of a household.

2. Nothing in this section limits any available authority of Sub-recipient to evict or terminate assistance Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant. However, the Sub-recipient must not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is or has been a victim of domestic violence, dating violence, sexual assault or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance.

3. Nothing in this section limits the authority of Sub-recipient to terminate assistance to or evict a tenant under the Program if the Sub-recipient can demonstrate an actual and imminent threat to

other tenants or those employed at or providing service to property of the Sub-recipient would be present if that tenant or lawful occupant is not evicted or terminated from assistance. In this context, words, gestures, actions, or other indicators will be considered an “actual and imminent threat” if they meet the standards provided in the definition of “actual and imminent threat” in 24 CFR 5.2003.

H. SUBRECIPIENT AND HUD ACCESS TO LANDLORD RECORDS

1. The Landlord shall provide any information pertinent to this Contract which the Subrecipient or HUD may reasonably require.

2. The Landlord shall permit the Subrecipient or HUD or any of their authorized representatives to have access to the premises for the purposes of 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 Contract.

I. RIGHTS OF SUBRECIPIENT IF LANDLORD BREACHES CONTRACT

1. Any of the following shall constitute a breach of this Contract:

a. If the Landlord has violated any obligation under this Contract; or

b. If the Landlord has demonstrated any intention to violate any obligation under this Contract;

c. If the Landlord has committed any fraud or made any false statement in connection with this Contract, or has committed fraud or made any false statement in connection with any other federally –assisted program.

2. The Subrecipient’s right and remedies under the Contract include recovery of overpayments, termination or reduction of payments and termination of the Contract. If the Subrecipient determines that a breach has occurred, the Subrecipient may exercise any of its rights or remedies under this Contract. The Subrecipient shall notify the Landlord in writing of such determination including a brief statement of the reasons for the determination. The notice by the Subrecipient to the Landlord may require the Landlord to take corrective action by a time prescribed in the notice.

3. Any remedies employed by the Subrecipient in accordance with this Contract shall be effective as provided in a written notice by the Subrecipient to the Landlord. The Subrecipient’s exercise or non-exercise of any remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at another time.

J. SUBRECIPIENT RELATION TO THIRD PARTIES

1. The Subrecipient does not assume any responsibility for or liability to any person injured as a result of the Landlord’s action or failure to act in connection with the implementation of this Contract or as a result of any other action or failure to act by the Landlord.

2. The Landlord is not the agent of the Subrecipient and this Contract does not create any relationship between the Subrecipient and any lender to the Landlord or any suppliers, employees, contractors or subcontractors used by the Landlord in connection with this Contract.

3. Nothing in this Contract shall be construed as creating any rights for any third-party beneficiaries to enforce any provision of this Contract or to assert any claim against the Tenant, the Subrecipient, or the Landlord under this Contract, except for HUD or Consortium

K. CONFLICT OF INTEREST PROVISIONS

No employee of the Subrecipient who formulates policy or influences decisions with respect to the Program and no public official or member of a governing body or State or local legislator who exercise his/her functions or responsibilities with respect to the Program shall have any direct or indirect interest during this person's tenure or for one (1) year thereafter, in this Contract or in any proceeds or benefits arising from the Contract or to any benefits which may arise from it.

L. TRANSFER OF THE CONTRACT

The Landlord shall not transfer in any form this Contract without the prior written consent of the Subrecipient. The Subrecipient shall give its consent to a transfer if the transferee agrees in writing (in a form acceptable to the Subrecipient) to comply with all terms and conditions of this Contract.

M. ENTIRE AGREEMENT: INTERPRETATION

1. This Contract contains the entire agreement between the Landlord and the Subrecipient. No changes in this Contract shall be made except in writing signed by both the Landlord and the Subrecipient.

2. The Contract shall be interpreted in accordance with Indiana Law and implemented in accordance with HUD requirements.

N. WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT

1. The Landlord warrants (1) the Unit is in decent, safe, and sanitary condition as defined in 24 CFR 982.401 and that the Landlord has the legal right to lease the Unit covered by this Contract during the term of the lease.

2. The Landlord certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any Federal department or agency or any agency or political subdivision of the State of Washington.

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

O. LEAD-BASED PAINT

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821–4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851–4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to this Program. Lead-based paint requirements apply to dwelling units built prior to 1978 that are occupied or can be occupied by families with children under six years of age, excluding zero bedroom dwellings. Accordingly the Landlord must ensure that the following steps are being taken:

1. Provision of all prospective families with "Protect Your Family from Lead in Your Home",
2. Disclosure of known lead-based paint hazards to prospective tenants before the lease is signed,
3. Performance of a visual assessment for deteriorated paint.
4. Stabilization of deteriorated painted surfaces and performance of hazard reduction activities,
5. Notification of tenants each time such an activity is performed,
6. Conducting all work in accordance with HUD safe practices,
7. Maintaining records concerning paint stabilization by owners of deteriorated paint.
8. Performing clearance examinations after paint stabilization and before re-occupancy.
9. Performing ongoing lead-based paint maintenance when there is an ongoing relationship with HUD.
10. If the Landlord is notified by a public health department or other medical health care provider, or verifies information from a source other than a public health department or medical health care provider, that a child of less than 6 years of age, living in an PSH-assisted unit has been identified as having an environmental intervention blood lead level ("EIBLL"), the Landlord must complete a risk assessment of the dwelling unit. The risk assessment must be completed in accordance with program requirements, and the result of the risk assessment must be immediately provided to the owner of the dwelling unit. In cases where the public health department has already completed an evaluation of the unit, this information must be provided to the owner.
11. Maintaining records of actions taken concerning a child with an EIBLL in a covered unit
12. As part of ongoing maintenance asking each family to report deteriorated paint.

WARNING: 18 U.S.C. 1001 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 shall be fined not more than \$10,000 or imprisoned for not more than five (5) years or both.

Landlord Name

Subrecipient

Type or Print name here

Type or Print name here

Signature

Date

Signature

Date