

HOME SHORT TERM RENTAL ASSISTANCE AGREEMENT

Owner Name: _____

Owner Address: _____

Owner Phone: _____

Owner Email: _____

Tenant Name: _____

Tenant Address: _____

Tenant Phone: _____

Tenant Email: _____

This HOME Short Term COVID-19 Rental Assistance Agreement ("Agreement" or "Contract") is entered into between the City of Davenport, Department Community and Economic Development as the "Program Administrator"; and the "Owner" and "Tenant" listed above.

This Agreement applies only to the Tenant and the Tenant Address identified above, and payments will be made only to the Owner stated above. The Tenant Address shall be referenced in the Agreement as the "Contract Unit".

This Agreement applies only to the previously executed "Lease" dated _____ between the Tenant and the Owner. The Lease remains fully in effect and both the Tenant and the Owner agree to abide by all terms of the lease, except where specifically modified by this Agreement.

Household members authorized to live in the Contract Unit are limited to those listed on the application for the Short Term Rental Assistance Program. The Tenant may not permit other persons to join the Household without notifying and obtaining the written permission from the Program Administrator and the Owner.

1. TERM OF THE CONTRACT

The term of this Agreement shall begin on _____ and end no later than _____.

2. RENT AND AMOUNTS PAYABLE BY SHORT TERM RENTAL ASSISTANCE PROGRAM.

- A. *Initial Rent.* The prorated monthly rent payable to the Owner for the first month of this Contract is \$_____. The rent payable to the Owner for the second and third months of this Contract is \$_____ per month. The prorated monthly rent payable to the Owner for the fourth month of this Contract (if applicable) is \$_____. The Program Administrator does not make any commitment to paying rent on behalf of the Tenant beyond the stated months.
- B. *Rent Adjustments.* During the term of this agreement for Short Term Tenant Based Rental Assistance, the rent may not change.
- C. *Tenant Share of the Rent.* Due to the COVID-19 pandemic, for the purposes and duration of this program only, HUD has issued waivers and flexibilities that do not require the tenant to pay any share of the rent. Due to limited funding availability, the Program Administrator has set a maximum allowable amount for its share of the rent. Any share of rent above the amount stated in Section 2 Paragraph D below will be paid by the tenant and not the Program Administrator.
- D. *Program Administrator Share of the Rent.* Initially, and until such time as both the Owner and Tenant are notified by the Program Administrator, the (program administrator's) share of the rent shall be \$_____. Neither the Program Administrator nor HUD assumes any obligation for the Tenant's rent, or for payment of any claim by the Owner against the Tenant. The (program

administrator's) obligation is limited to making rental payments on behalf of the Tenant in accordance with this Contract.

- E. *Payment Conditions.* The right of the owner to receive payments under this Contract shall be subject to compliance with all of the provisions of the Contract. The Owner shall be paid under this Contract on or about the first day of the month for which the payment is due. The Owner agrees that the endorsement on the check shall be conclusive evidence that the Owner received the full amount due for the month, and shall be a certification that:
1. the Contract unit is in decent, safe and sanitary condition, and that the Owner is providing the services, maintenance and utilities agreed to in the Lease.
 2. the Contract unit is leased to and occupied by the Tenant named above in this Contract.
 3. the Tenant is not a recipient of Section 8 housing assistance.
 4. the Owner has not received and will not receive any payments as rent for the Contract unit other than those identified in this Contract.
 5. to the best of the Owner's knowledge, the unit is used solely as the Tenant's principal place of residence.
 6. the Owner and Tenant have signed the Violence Against Women's Act Lease Addendum.
- F. *Overpayments.* If the Program Administrator determines that the Owner is not entitled to any payments received, in addition to other remedies, the Program Administrator may deduct the amount of the overpayment from any amounts due the Owner, including the amounts due under any other Rental Assistance Agreement or Contract. If the tenant vacates the unit prior to the end of a month after the Program Administrator pays the rent for that month on behalf of the tenant, the Owner agrees to repay to the Program Administrator a prorated share of the rent for that month for all days after the day the tenant vacated the unit. The Owner agrees neither the tenant nor the Program Administrator is liable for payment for days the unit is vacant in the event the tenant vacates the unit while this Agreement is in effect.

4. HOUSING QUALITY STANDARDS AND OWNER-PROVIDED SERVICES

- A. The Owner agrees to maintain and operate the Contract unit and related facilities to provide decent, safe and sanitary housing in accordance with 24 CFR Section 882.109, including all of the services, maintenance and utilities agreed to in the Lease.
- B. The program administrator (and/or designees thereof) shall have the right to inspect the Contract unit and related facilities at least annually, and at such other times as may be necessary to assure that the unit is in decent, safe, and sanitary condition, and that required maintenance, services and utilities are provided.
- C. If the Program Administrator determines that the Owner is not meeting these obligations, the program administrator shall have the right, even if the Tenant continues in occupancy, to terminate payment of the (program administrator's) share of the rent and/or terminate the Contract.
- D. The Owner and Tenant agree to allow a Housing Quality Standards inspection prior to the expiration of this agreement (if not already conducted prior to the signing of this Agreement). If the inspection cannot be safely conducted due to COVID-19 prior to the expiration of this agreement, the Owner and Tenant agree to allow the inspection no later than December 31, 2020, even if the Tenant no longer occupies the Contract Unit.
- E. If the Tenant identifies any issues that would be considered deficiencies under the Housing Quality Standards prior during the period the HQS inspection is delayed, the Owner agrees to remedy those conditions within 30 days of notification of the deficiencies.

5. TERMINATION OF TENANCY

- A. As part of the Coronavirus Aid Relief & Economic Security (CARES Act), Congress passed a moratorium on eviction proceedings for non-payment of rent through July 24, 2020 for property

owners receiving federal housing funds covered under the Violence Against Women Act and/or carried a federally backed mortgage. The Owner agrees to abide by this moratorium.

- B. The CARES Act also enacted a moratorium on prevents the charging of late fees for non-payment from March 27-July 24, 2020. The Owner agrees to abide by these requirements. Any late fees incurred prior to the execution of this agreement will be permanently waived.
- C. The Owner retains the right to file for eviction for other reasons allowed under State and Local Law, with the exception of for non-payment.
- D. Upon the expiration of the moratorium (unless extended by Congress), the Owner agrees that he must give the Tenant and the Program Administrator at least 30 days' written notice prior to filing eviction proceedings and notify the Tenant and the Program Administrator in writing when eviction proceedings are begun. This may be done by providing the Program Administrator with a copy of the required notice to the tenant.
- E. The Owner agrees that the Tenant has until the expiration of this 30 days written notice period or 30 days after the expiration of this Agreement, whichever is later, to pay without penalty any back rent incurred prior to the execution of this Agreement.

6. FAIR HOUSING REQUIREMENTS

- A. Nondiscrimination. The Owner 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 Owner to comply with Fair Housing Requirements insures to the benefit of the United States of America, the Department of Housing and Urban Development, and the Program Administrator, any of which shall be entitled to involve any of the remedies available by law to redress any breach or to compel compliance by the Owner. In addition to the protected classes covered by the Fair Housing Act, Davenport City code adds the same protections for the protected classes of sexual orientation, marital status, gender identity or physical/mental disability.
- B. *Cooperation in Quality Opportunity Compliance Reviews.* The Owner shall comply with the Program Administrator 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.

7. PROGRAM ADMINISTRATOR AND HUD ACCESS TO OWNER RECORDS

- A. The Owner shall provide any information pertinent to this Contract which the Program Administrator or HUD may reasonably require.
- B. The Owner shall permit the Program Administrator, HUD, or any of their authorized representatives, to have access to the premises and, for the purposes of audit and examination, to have access to any books, documents, papers, and records of the Owner to the extent necessary to determine compliance with this Contract, and to make copies or duplication of them.

8. RIGHTS OF PROGRAM ADMINISTRATOR IF OWNER BREACHES THE CONTRACT

- A. Any of the following shall constitute a breach of the Contract:
 - (1) If the Owner has violated any obligation under this Contract; or
 - (2) If the Owner has demonstrated any intention to violate any obligation under this Contract; or
 - (3) If the Owner has committed any fraud or made any false statement in connection with the Contract, or has committed fraud or made any false statement in connection with any Federal housing assistance program.
- B. The Program Administrator's right and remedies under the Contract include recovery of overpayments, termination or reduction of payments, and termination of the Contract. If the Program Administrator determines that a breach has occurred, the program administrator may exercise any of its rights or remedies under the Contract. The Program Administrator shall notify the Owner in writing of such determination, including a brief statement of the reasons for the determination. The

notice by the Program Administrator to the Owner may require the Owner to take corrective action by a time prescribed in the notice.

- C. Any remedies employed by the Program Administrator in accordance with this Contract shall be effective as provided in a written notice by the Program Administrator to the Owner. The (program administrator'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 any time.

9. PROGRAM ADMINISTRATOR RELATION TO THIRD PARTIES

- A. The Program Administrator does not assume any responsibility for, or liability to, any person injured as a result of the Owner'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 Owner.
- B. The Owner is not the agent of the Program Administrator and this Contract does not create or affect any relationship between the Program Administrator and any lender to the Owner, or any suppliers, employees, contractors or subcontractors used by the Owner in connection with this Contract.
- C. Nothing in this Contract shall be construed as creating any right of the Tenant or a third party (other than HUD) to enforce any provision of this Contract or to assess any claim against HUD, the Program Administrator or the Owner under this Contract.

10. CONFLICT OF INTEREST PROVISIONS

- A. No employee of the Program Administrator who formulates policy or influences decisions with respect to the Rental Assistance Program, and no public official or member of a governing body or state or local legislator who exercise his functions or responsibilities with respect to the program, or shall have any direct or indirect interest during this person's tenure, or for one year thereafter, in this contract or in any proceeds or benefits arising from the Contract or to any benefits which may arise from it. The same restrictions apply to any family member of any such employee, public official, or member of a governing body.

11. TRANSFER OF THE CONTRACT

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

12. WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT

- A. The Owner warrants the unit is in decent, safe, and sanitary condition as defined in 24 CFR Section 882.109, and that the Owner has the legal right to lease the dwelling unit covered by this Contract during the Contract term.
- B. The party, if any, executing this Contract on behalf of the Owner hereby warrants that authorization has been given by the Owner to execute it on behalf of the Owner.

13. CONFLICT WITH OTHER PROVISIONS OF THE LEASE

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

14. PROHIBITED LEASE PROVISION.

Any provision of the Lease which falls within the classifications below shall not apply and not be enforced by the Landlord.

- *Confession of Judgment.* Consent by the Tenant to be sued, to admit guilt, or to a judgment in favor of the landlord in a lawsuit brought in connection with the Lease.

- *Treatment of Property.* Agreement by the Tenant that the Landlord may take or hold the Tenant's property, or may sell such property without notice to the Tenant and a court decision on the rights of the parties.
- *Excusing the Landlord from Responsibility.* Agreement by the Tenant not to hold the Landlord or Landlord's agent legally responsible for any action or failure to act, whether intentional or negligent.
- *Waiver of Legal Notice.* Agreement by the Tenant that the Landlord may institute a lawsuit without notice to the Tenant.
- *Waiver of Court Proceedings for Eviction.* Agreement by the Tenant that the Landlord may evict the Tenant Family (i) without instituting a civil court proceeding in which the Family has the opportunity to present a defense, or (ii) before a decision by the court on the rights of the parties.
- *Waiver of Jury Trial.* Authorization to the Landlord to waive the Tenant's right to a trial by jury.
- *Waiver of Right to Appeal Court Decision.* Authorization to the Landlord to waive the Tenant's right to appeal a court decision or waive the Tenant's right to sue to prevent a judgment from being put into effect.
- *Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of the Lawsuit.* Agreement by the Tenant to pay lawyer's fees or other legal costs whenever the Landlord decides to sue, whether or not the Tenant wins.

15. ENTIRE AGREEMENT: INTERPRETATION

- A. This Contract contains the entire agreement between the Owner, the Tenant, and the Program Administrator. No changes in this Contract shall be made except in writing signed by both the Owner and the Program Administrator.
- B. The Contract shall be interpreted and implemented in accordance with HUD requirements.

(Signatures of all parties on following page)

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 statements or entries, 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 years, or both.

OWNER'S CHECK TO BE MAILED TO: (CHECKS MAY ONLY BE MAILED TO OWNER OR MANAGING PARTY)

OWNER/MANAGING AGENT NAME _____

STREET ADDRESS: _____

CITY _____ STATE _____ ZIP CODE _____

Printed Name of Owner Owner/Managing Agent: _____

Signature of Owner/Managing Agent: _____ Date _____

Printed Name of 1st Tenant on Lease: _____

Signature of 1st Tenant on Lease: _____ Date _____

Printed Name of 2nd Tenant on Lease: _____

Signature of 2nd Tenant on Lease: _____ Date _____

Printed Name of Program Administrator: _____

Signature of Program Administrator: _____ Date _____