

The purpose of this agreement is to assist the Program Participant (Tenant/ Leaseholder) identified below to lease, or maintain a lease, in a rental unit that meets conditions in the Emergency Solutions Grant (ESG) Interim Rules and Regulations or HOME-ARP Implementation Notice from the Owner/Landlord. The Agency administering ESG, North Dakota Homeless Grant Program (NDHG) or HOME-ARP will make rental assistance payments to the Owner/Landlord on behalf of the Program Participant in accordance with this Agreement. Please note: This agreement does not take place of the lease, or vice versa.

AGENCY INFORMATION

Agency Name	Instrument Number		
Address	City	State	ZIP Code

Complete the information for the Owner/Landlord that will be receiving Rental Assistance payments on behalf of the Program Participant (Tenant/Leaseholder) named below.

OWNER/LANDLORD INFORMATION

Owner/Landlord Name	Property Name (if applicable)		
Address	City	State	ZIP Code
Make Checks Payable To	Telephone Number		
Address to Send Payments To (if different than above)	City	State	ZIP Code

Complete the information for the Program Participant rental unit in which the Program Participant currently resides or plans to move into.

PROGRAM PARTICIPANT (TENANT/LEASEHOLDER) INFORMATION

Program Participant Name			
Address	City	State	ZIP Code
Reason for Requesting Assistance <input type="checkbox"/> Currently Homeless <input type="checkbox"/> Facing Eviction <input type="checkbox"/> Received an Eviction Notice <input type="checkbox"/> Other			
Explain			

UNIT INFORMATION

Unit Number	Number of Bedrooms	Monthly Rent Amount
Are there any non-optional monthly fees? <input type="checkbox"/> Yes <input type="checkbox"/> No	List Fee and Describe	
Tenant Responsible Utilities (check all that apply) <input type="checkbox"/> Water <input type="checkbox"/> Sewer <input type="checkbox"/> Electricity <input type="checkbox"/> Heat <input type="checkbox"/> Air Conditioning <input type="checkbox"/> Trash		

This Agreement is entered into between the Agency and the Owner/Landlord identified in the Agency Information and Owner/Landlord Information of this Agreement. This Agreement applies only to the Program Participant and Address identified in the Program Participant (Tenant/Leaseholder) Information of this Agreement.

TERM OF THE AGREEMENT

Date the Agreement Begins

This Agreement shall begin on date listed above shall continue on a month-to-month basis until all promised payments are received or terminated by the Agency.

Note: For project-based rental assistance, the initial term of the rental assistance agreement must be 1 year. For tenant-based rental assistance, recipients/subrecipients should establish the term of the rental assistance agreement for the time they anticipate providing assistance.

RENTAL ASSISTANCE INFORMATION

Funding Program

☐ ESG

☐ NDHG

☐ HOME-ARP

Activity

☐ Homeless Prevention (ESG, NDHG or HOME-ARP only)

☐ Rapid Re-Housing

☐ McKinney-Vento

Choose service and complete information below

☐ Housing Relocation and Stabilization Services

☐ Financial Assistance (HOME-ARP)

Rental Application Fees
\$

Security Deposit
\$

Last Month's Rent
\$

Utility Deposit
\$

Utility Payments
\$

Moving Costs
\$

Legal Services
\$

☐ Housing Stability Case Management

☐ Mediation

☐ Housing Search and Placement

☐ Credit Repair

☐ Short-Term and Medium-Term Rental Assistance

☐ Project Based

☐ Tenant-Based

Rental Assistance
\$

For the Months Of

Rental Arrears
\$

For the Months of

Late Fees
\$

Note: If assistance is being provided by two or more program funds, please identify which funds are being used for what activity.

Note: Except for a one-time payment of rental arrears on the tenant's portion of the rental payment, rental assistance cannot be provided to a program participant who is receiving tenant-based rental assistance or living in a housing unit receiving project-based rental assistance or operating assistance or receiving replacement housing payments under the URA. [§576.106(c)]

COST SHARE REQUIREMENT

Does the Agency Require Program Participants to pay a portion of the monthly rental cost?	
<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, what is the Program Participants Required Cost Share?	
\$	
Note: If the Program Participant is required to pay a portion of the monthly rent cost, the Agency must have written policies and procedures for determining the program participant's portion. [§ 576.106 (b)] (HOME-ARP)	
Payment Due Date as stated in lease	Grace Period for Payment
Late Payment Penalty Requirements	

AGREEMENT PROVISIONS

- **Eviction Notices:** The Landlord/Owner is required to give the Agency a copy of any notice to the program participant to vacate the housing unit, or any complaint used under state or local law to commence an eviction action against the program participant.
- **Late Payments:** If the Agency incurs late payment penalties, it is the sole responsibility of the Agency to pay those penalties using non-ESG or HOME-ARP funds.
- **Termination:** When providing tenant-based rental assistance, the rental assistance agreement with the owner must terminate and no further rental assistance payments may be made under that agreement if: the program participant moves out of the housing unit; the lease terminates and is not renewed; or the program participant becomes ineligible to receive rental assistance. Written notice must be provided at least 30 days before termination of tenancy for HOME-ARP funded assistance.

VAWA PROTECTIONS

Owner agrees to abide by the following requirements.

- 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.
- 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.
- 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 HUD91066, 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.
- **As part of this agreement, a VAWA Lease Addendum is required to be added to the least agreement. HUD Form 91067 or equivalent document must be attached to this agreement.**

AGENCY CHECKLIST

Item	Yes	No
The Program Participant meets all eligibility requirements needed to receive assistance. This documentation is on file at the Agency.	<input type="checkbox"/>	<input type="checkbox"/>
The Program Participant's Address has met the elements on the ESG /NDHG Housing Habitability Standards Inspection (SFN 61266) or HQS. This documentation is on file at the Agency.	<input type="checkbox"/>	<input type="checkbox"/>
The Program Participant has been entered into HMIS or a comparable database (victim service providers only).	<input type="checkbox"/>	<input type="checkbox"/>
All supporting documentation listed on the Required Supporting Documentation has been obtained and will be submitted to NDHFA with the Request for Funds.	<input type="checkbox"/>	<input type="checkbox"/>
The gross rent (rent + utility allowance + non-optional fees) does NOT exceed Fair Market Rents	<input type="checkbox"/>	<input type="checkbox"/>

If you answered No to any of the above items, explain	
Landlord	Date
Program Participant	Date
Agency Representative	Date