**AGREEMENT**

**BETWEEN**

**[LANDLORD NAME]**

**AND**

**[HOUSING COUNSELING AGENCY NAME]**

**THIS AGREEMENT** (the “**Agreement**”) is entered into as of its Effective Date (as said term is defined in Section 1.B of this Agreement) by and between [HOUSING COUNSELING AGENCY NAME] (“**Housing Counseling Agency**” or “**HCA**”) and [LANDLORD NAME] (“**Owner**”) in connection with Connecticut General Statutes Section 8-347, the Rent Bank program, to assist the low income households (hereinafter referred to as the “**Households**” and each individually as a “Household”) impacted by the COVID-19 public health crisis to continue to rent a decent, safe and sanitary dwelling unit from the Owner. The State of Connecticut, Department of Housing (“**DOH**”) shall fund the Temporary Rental Housing Assistance Program (the “**Program**”) to enable payments to be made to the Owner on behalf of the Households in accordance with this Agreement.

1. **Agreement Information**
2. This Agreement applies only to the Households and the identified dwelling units (the “Units”) as specified in Exhibit A to this Agreement.

B. The term of the Agreement begins on the date it is executed by both parties hereto (the “**Effective Date**”) and terminates on March 1, 2021.

C. The total monthly rent payable to the Owner during the term of this Agreement, is hereinafter referred to as the “**Contract Rent**.” The Contract Rent due to the Owner for each of the Households subject to this Agreement is listed in Exhibit A to of this Agreement. The Contract Rent may not be increased by the Owner during the term of this Agreement.

1. **Family Contribution Towards Rent**
2. The HCA shall determine and calculate that portion of the Contract Rent payable by each Household (the “**Family Contribution Towards Rent**”). The Family Contribution Towards Rent will be equal to 30% of the Household’s current adjusted gross income per month.

1. The difference between the Contract Rent and the Family Contribution Towards Rent is the “**Monthly Rental Assistance Available.”**

**Contract Rent – Family Contribution Towards Rent = Monthly Rental Assistance Available**

1. The amount of the Family Contribution Towards Rent is not subject to change during the term of this Agreement. The Contract Rent may not be increased by the Owner during the term of this Agreement.
2. **Arrearage and Monthly Rental Assistance Payment**
3. A rental assistance payment will be made to the Owner for the payment of any rental arrearage that accrued for rent due between March 1, 2020 and March 1, 2021, up to a maximum of $4,000 per Household (“**Arrearage**”).

1. If the rental assistance payment for Arrearage is made for $4,000 for a particular Household, no further rental assistance shall be paid to the Owner on behalf of such Household and such Household will be responsible for the payment of the full Contract Rent to the Owner during the term of this Agreement.
2. If the Arrearage is less than $4,000 for a particular Household, then an additional payment equal to the Monthly Rental Assistance Available for each applicable month, will be added to the Arrearage Payment, up to but not to exceed a total payment of $4,000 per Household (“**Total Assistance Payment**”). The Total Assistance Payment for each Household is reflected on the attached **Addenda**. The Total Assistance Payment, consisting of the Arrearage and the Monthly Rental Assistance Available for all eligible months, shall not exceed a total of $4,000 per Household.
3. The Total Assistance Payment, calculated as set forth above shall be made in a single upfront payment to the Owner.
4. Upon payment of the Total Assistance Payment, no further rental assistance shall be paid to the Owner on behalf of the Household and the Household will be responsible for the payment of the full Contract Rent, minus the Monthly Rental Assistance Available paid, to the Owner during the term of this Agreement.
5. The HCA shall provide information concerning the Family Contribution Towards Rent, Monthly Rental Assistance Available, Arrearage, and Total Assistance Payment, on the attached Addenda for each Household, which are hereby incorporated into this Agreement.
6. The HCA shall direct DOH or its authorized agent to make the Total Assistance Payment to the Owner on behalf of the Household as soon as reasonably possible immediately following the Effective Date of this Agreement.
7. The Total Assistance Payment shall be credited by the Owner toward the rental arrearage owed and the monthly Contract Rent owed to the Owner for the period between March 1, 2020 and March 1, 2021. The Total Assistance Payment shall not be used for any other purpose.
8. The Owner agrees that acceptance of the Total Assistance Payment shall be conclusive evidence that the Owner has received the full amount of assistance available and shall be a certification by the Owner that 1) the dwelling units are in decent safe and sanitary condition and the Owner is providing all the services, maintenance and utilities as agreed upon in the lease, and 2) the Units identified on page one of this Agreement are leased to the Households named in Section I.A of this Agreement.
9. The Landlord may be required to produce an accounting of the appropriate use of the Total Assistance Payment upon request of the HCA, the Department of Housing or the Connecticut Housing Finance Authority.
10. **Transfer of the Contract**

The Owner has not made or will not make any transfer, in any form, of this Agreement without prior written consent of the HCA.

1. **Termination of Tenancy by Owner**
2. In connection with any pending eviction action due to non-payment of rent initiated on or before March 11, 2020, the parties shall enter into a court-ordered or voluntary agreement for the repayment of the amount agreed to be owed and the parties shall be in full compliance with the terms of such agreement, in order to be eligible for participation in the Program.
3. The Owner shall not serve a Notice to Quit pursuant to Connecticut General Statutes § 47a-23 or initiate a summary process eviction action pursuant to Connecticut General Statutes § 47a-23a prior to termination of this Agreement, or March 1, 2021.
4. The Owner shall not charge interest, penalties or late fees relating to rent due during the term of this Agreement.
5. **Termination of the Contract**
6. If a Household moves out of a Unit, this Agreement shall terminate as it relates to that Household.
7. This Agreement terminates on March 1, 2021.
8. The HCA may terminate this Agreement if the HCA determines that the Owner has breached this Agreement.
9. **Rights of HCA If Owner Breaches This Agreement**
10. The following actions by the Owner (including a principal, agent, or other interested party) shall be considered to be a breach of this Agreement: If the Owner has violated any obligations under this Agreement, or if the Owner has committed fraud, bribery or any other corrupt or criminal act in connection with the Program.
11. If the HCA determines that a breach of this Agreement has occurred, the HCA may exercise any of its right or remedies under this Agreement. The HCA shall notify the Owner of such determination of contractual breach, including a brief statement of the reasons for the determination. The notice from the HCA to the Owner may require the Owner to take corrective action (to be verified by the HCA) by a certain prescribed time in the notice. The HCA's rights and remedies against the Owner under this Agreement include termination of this Agreement and/or repayment of any assistance provided. The HCA’s exercise or non-exercise of any remedy for any breach of this Agreement by the owner shall not constitute a waiver of that right or remedy or any other right or remedy at any time.
12. **Exclusion of Third Party Rights**
13. The HCA does not assume any responsibility for injury to, or any liability for any person injured as a result of the Owner's action or failure to act in connection with the implementation of this Agreement, or as a result of any other action or failure to act by the Owner.
14. The Owner is not the agent of the HCA, and this Agreement does not create or affect any relationship between the HCA and any lender to the Owner or any suppliers, employees, contractors or subcontractors used by the Owner in connection with implementation of this Agreement.
15. Nothing in this contract shall be construed as creating any right of the Household or other third party to enforce any provision of this contract, or to assert any claim against the State of Connecticut, DOH, CHFA, the HCA, or the Owner under this Agreement.
16. **Non Discrimination**

Discrimination on the basis of race, creed, color, national origin, ancestry, sex, gender identity or expression, marital status, age, lawful source of income, familial status or status as a veteran is prohibited in accordance with the terms of Connecticut General Statutes § 46a-64c and all applicable laws and regulations.

1. **Waivers**

No covenant, condition, duty, obligation or undertaking contained in or made a part of this Agreement shall be waived, except as specifically provided in any section of this Agreement, or by the written agreement of the parties. Forbearance or indulgence in any form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation or undertaking to be kept, performed, or discharged by the Owner. Notwithstanding any such forbearance or indulgence, until complete performance or satisfaction of all such covenant, conditions, duties, obligations and undertakings, each party shall have the right to invoke any remedy available under this Agreement, or under law or equity.

1. **Force Majeure**

Neither party shall incur liability for any failure to perform its obligations under this Agreement due to causes beyond its reasonable control including, but not limited to, fire, storm, flood, earthquake, explosion, accident, acts of war, acts of God, acts of federal, state or local government or any agency thereof and judicial action, acts of third parties, and computer or equipment failures other than those caused by the sole negligence of either party.

1. **For Use-restricted or Governmentally-regulated Properties**

If the dwelling unit or property is subject to an affordable housing use-restriction or is otherwise governmentally restricted or regulated and in the event of any conflict between the terms of this Agreement and the terms of such restriction or regulation, the restriction or regulation shall be govern.

*[Remainder of Page Intentionally Left Blank; Signature Pages Follow]*

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

[NAME OF OWNER]

BY:

[Name of Authorized Individual]

[Title of Authorized Individual]

Date:

[NAME OF HOUSING COUNSELING AGENCY]

BY:

[Authorized Individual]

[Title of Authorized Individual]

Date:

**TEMPORARY RENTAL HOUSING ASSISTANCE PROGRAM (TRHAP)**

**LANDLORD BULK CONTRACT - EXHIBIT A**

**IDENTIFICATION OF HOUSEHOLDS/DWELLING UNITS ASSISTED**

LANDLORD NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LANDLORD APPLICATION No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| --- | --- | --- | --- |
| TENANT/HOUSEHOLD NAME | PROPERTY ADDRESS/DWELLING UNIT | MONTHLY CONTRACT RENT | TOTAL ASSISTANCE PAYMENT (SEE ATTACHED ADDENDUM 1) |
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