

**As of June 11, 2021**

This Program Participation Agreement shall be submitted by **both** the Landlord and the Tenant and will bind each of them to the terms and conditions of this Agreement.

The **Tenant and Landlord** hereby each acknowledge and certify to the following:

1. Payments under the UniteCT Program (the “**Program**”) are conditioned on Landlord and Tenant each complying with, and continuing to comply with, their respective obligations under this Program Participation Agreement and all Program criteria as set forth in the Program guidelines posted on the Department of Housing website ([www.ct.gov/doh](http://www.ct.gov/doh)).
2. Landlord and Tenant each have a separate obligation to, as soon as reasonably possible, notify a Program representative if Tenant vacates the property for which this application is made (the “**Property**”) at any time before any Program payment is made to Landlord.
3. No payments can be made if Tenant is not living at the Property at the time the Program payment is being made to the Landlord.
4. Upon approval for Program assistance, this Program Participation Agreement shall serve as an addendum to the lease or rental agreement in effect between the Landlord and Tenant, and shall continue on a month-to-month basis for each month in which Program assistance is provided. Where there is a conflict between the terms of the lease or rental agreement in effect between the Landlord and Tenant, and the terms of this Program Participation Agreement, the terms of this Program Participation Agreement shall control.

The **Tenant** hereby acknowledges, agrees and certifies that:

5. Payments by the Program may be made directly to Landlord on Tenant’s behalf. Tenant further acknowledges that Tenant does not have any claim to Program funds allocated to pay Landlord.
6. Tenant must continue to comply with all terms of the Lease between Tenant and Landlord not specifically modified by this Agreement.
7. Tenant is encouraged to make every effort to enter into a repayment agreement with Landlord for any rental amounts outstanding not covered by payments under the Program.
8. Tenant shall pay that portion of the prospective monthly rent, if any, that Tenant has been determined to be responsible for under Program guidelines.
9. Tenant understands that in order to receive more than three (3) months’ of prospective rent payments, the Tenant must participate in any further application or redetermination of income that is required under the Program.
10. Tenant recognizes that the assistance paid by the Program on behalf of the Tenant, including both rental arrears and prospective rent, shall not exceed \$15,000.00.
11. Tenant shall provide any written documentation needed to assist in determining eligibility and is aware that all information and documents provided, except as exempted pursuant to law, may be subject to public release pursuant to Connecticut’s public records laws. Names and identifying information of Tenants and Household members will not be disclosed other than as necessary for purposes directly connected with the administration of the Program.

12. Tenant consents to allow the Program and Program Administrator to disclose identifying information of Tenants and Household members to the United States Department of Treasury or other federal agencies as necessary to fulfill required reporting requirements, and to agencies, offices, departments, boards, councils, commissions, institutions or other executive branch agencies of Connecticut State Government, their authorized contractors, and authorized third-parties with a data use agreement with a state agency, as necessary for purposes directly connected with the administration of or audit, evaluation or research about the Program, or in order to refer Tenant to other sources of assistance from the State of Connecticut and to utility companies as necessary to make payments under the Program.
13. Tenant authorizes the Connecticut Department of Social Services (DSS) to disclose to the Program and Program Administrator information necessary to verify Tenant's participation in DSS programs to determine eligibility for this Program. This authorization expires upon the conclusion of the Department of Housing's administration of this Program and any associated audit period. Tenant understands that a refusal to consent does not affect Tenant's eligibility for DSS programs and that Tenant may revoke this authorization for DSS to disclose information at any time by writing to the Program and Program Administrator, except to the extent that information has already been disclosed."

The **Landlord** hereby acknowledges, agrees and certifies that:

14. If Landlord has a pending summary process action against Tenant at the time of the application, Landlord shall immediately withdraw such actions upon approval of the application for assistance, and each party shall bear their own attorney's fees and court costs arising from such action.
15. Landlord shall not at any time serve any Notice to Quit, initiate or prosecute any summary process action against Tenant for nonpayment of rent accrued prior to the date on which assistance is provided or during any month for which assistance is provided under the Program.
16. Landlord recognizes that the Program shall provide assistance covering 100% of rental arrears accrued on or after March 13, 2020, not to exceed a total of \$15,000.00. Landlord recognizes that the assistance paid by the Program on behalf of the Tenant, including both rental arrears and prospective rent, shall not exceed \$15,000.00.
17. Landlord shall provide any documentation needed to assist in determining initial eligibility and any redetermination of eligibility, and is aware that all information and documents provided, except as may be exempted pursuant to law, may be subject to public release pursuant to State of Connecticut Freedom of Information public records laws.
18. Program assistance shall be provided on the basis of the last agreed-upon rent between the Landlord and Tenant prior to the date of the application. Landlord shall not increase Tenant household's rent during the period during which assistance is provided under the Program.
19. Landlord shall waive all court costs, attorney's fees, late fees and penalties assessed to the Tenant as a result of non-payment or partial payment of rent from March 13, 2020 through the period during which assistance is provided under the Program.
20. Program funds shall be used only for the payment of rent or rent arrearage eligible under Program guidelines and not for any other purpose.
21. Any prospective rental assistance received shall be applied to the rent of the tenant for whom the assistance was provided prospectively for the term of the assistance, regardless of any changes in ownership of the unit.

22. If Landlord is subject to any judicial order of receivership or any other judicial order requiring payment of rent to be made to any party other than Landlord, or at any time the time for which Program assistance is provided, Landlord shall promptly inform the Program of such order and provide the Program with a copy of the order. Landlord agrees that all payments of Program funds made while such order is in effect shall be made directly to the receiver or appropriate third party pursuant to the terms of the court order.
23. Landlord shall maintain a record of how Program funds are spent and produce an accounting demonstrating the appropriate use of Program funds upon request of a Program representative.
24. The Program and its administrator has the right to demand that Program payments be returned should Landlord breach any the of the terms of this Participation Agreement or the Program guidelines posted on the Department of Housing website.

### **General Terms**

25. **Nothing in this Program Participation Agreement or the UniteCT Program itself shall in any way be construed as making the State of Connecticut a party to the Landlord and Tenant's Lease, to this Program Participation Agreement, or to any other agreement between the Landlord and Tenant. Nothing in this contract shall be construed as creating any right of the Tenant, any Household member or other third party to enforce any provision of this contract, or to assert any claim against the State of Connecticut under this Agreement.**
26. **At no point shall the State be considered to have assumed: (a) responsibility for any act or omission of the Landlord or Tenant; or (b) any obligation that the Landlord and Tenant have to one another pursuant to the Lease.**
27. **Assistance or direction provided to the Landlord or Tenant in the application process by the State of Connecticut or any authorized contractor or representative should not in any way be construed as: (a) the guarantee of approval of the application; or (b) an agreement by the Program to make payment to the Landlord.**
28. **This Agreement may be terminated if the Program Administrator determines that either Landlord or Tenant has breached this Agreement.**
29. **Landlord and Tenant understand that the State of Connecticut Department of Housing and the Program will rely on the information in this application and that, if the application is approved, any deliberate omissions, misrepresentations and/or incorrect statements in this application may result in withdrawal of the application from the review process at the Program Administrator's discretion. Landlord and Tenant understand that he/she/they may be prosecuted for false statement under the laws of the State of Connecticut under Section 53a-157 of the Connecticut General Statutes or under the laws of the United States pursuant to 18 U.S.C. Section 1001 as both may be amended from time to time.**

By checking this box I hereby certify that I know that I am entering into this Program Participation Agreement and that I will be bound to comply with the terms and conditions of this Program Participation Agreement.

Landlord Signature

Date

By checking this box I hereby certify that I know that I am entering into this Program Participation Agreement and that I, and any additional tenants and Household Members of the Residential Rental Property, will be bound to comply with the terms and conditions of this Program Participation Agreement. Additionally, I hereby certify under penalty of perjury that I am authorized to legally bind all other tenants of the Residential Rental Property (if any) to the terms and conditions of this Program Participation Agreement.

Tenant Signature

Date