BakerRipley

COVID-19 Rental Assistance Program

Landlord Agreement

This Program Service Agreement is by and between:

BakerRipley, a nonprofit 501(c)(3) community-based organization based in Houston, Texas and
the Administrator of COVID-19 Rental Assistance Funds and Agent for the City of Houston and
Harris County, hereby referred to as “Agency,”

AND

<Landlord Ownership Name, address, and contact information from SF>,

a Landlord participating in the BakerRipley COVID-19 Rental Assistance Program, hereby
referred to as “Landlord.”

Agency warrants to Landlord that it is an approved Contractor authorized to administer the
COVID-19 Rental Assistance Funds for the City of Houston and for Harris County. The Agency
is authorized to operate the BakerRipley COVID-19 Rental Assistance Program, hereby referred
to collectively as “Program,” and has received funding from both the City of Houston and Harris
County to provide rental assistance for eligible tenants whose income and/or employment was
impacted by the COVID-19.

The City of Houston and Harris County funding have different eligibility criteria. As such, the
Agency is providing information regarding the requirements for both below so that Landlord can
review and determine whether to apply to be considered for one or both funding sources.

Agency and Landlord agree to honor the terms of the Program as specified below.

Agency Terms:

Tenant Applications - Agency agrees to be solely responsible for accepting tenant applications
and supporting documents, processing tenant applications, determining tenant eligibility, and
approving tenant applications for funding.

Qualified Tenants, for purposes of this Agreement means and includes collectively a City of
Houston Program Participant or Harris County Qualified Tenant.
Payment - Agency agrees to provide rent payments of either:

(1) Up to $1,056.00 per month, per household, except that the cumulative total of all monthly rental assistance per household shall not exceed $2,112.00 (“City Program cap”), through the City of Houston Rental Assistance Program (“City Program”) funding, including any funds provided directly by the City or by a third party donation, to Landlords to offset each tenant’s (“Program Participant Tenant”) rental obligations. Funding provided by the City (through Agency) to Landlords to offset a tenant’s rental obligations for April or May 2020 or both shall not count towards the City Program cap. Landlord may not receive rental assistance on behalf of a Qualified Tenant to offset the same month’s rent more than once; or

(2) up to $1,900.00 per household through the Harris County funding on behalf of eligible Tenants to Landlord as Tenants are approved (“Harris County Qualified Tenants”) based on program requirements.

Payments to Landlords will be solely for unpaid rent then owed by the Qualified Tenant. Landlord understands and agrees that based on funding limitations and program requirements, not all eligible tenants may be able to qualify for participation in the Program. Agency will provide payment notifications and detailed statements to Landlord for any payments made on behalf of approved Qualified Tenants.

**General Landlord Terms:**

Location - Landlord represents and warrants that their participating residential rental property(ies) is located either within the City of Houston or within Harris County.

Waived Fees - Landlord agrees to waive all current and previously assessed late fees, penalties, and/or interest associated with unpaid or past due rent of the Qualified Tenants.

Prior notices and actions - Landlord agrees to rescind or cancel any prior notice to vacate, and dismiss any eviction suit Landlord may have filed and rescind or cancel any writ of possession received for the premises based solely upon nonpayment for the month(s) to which the assistance
applies, within 5 business days of the Landlord’s receipt of the above-described payment from the Agency.

Access – Landlord agrees not to interfere with the possession of the rental property - such as by changing locks, cutting off utilities, or removing appliances - of a Qualified Tenant or Non-Program Participant Tenant (as defined below) who enters into the offered payment plan.

Posting of payment to Qualified Tenant account - Landlord agrees that payments received from Agency will be posted to the designated Qualified Tenant’s account within five (5) calendar days from payment by Agency to Landlord.

Reimbursements

Landlord agrees to reimburse Agency via check, including invoice number and tenant name, or reversal of ACH payment for any over-payments or errors in payments.

Payment information - Landlord agrees to provide Agency with the following information to facilitate payment: (a) a signed W-9 Form; (b) Bank Routing and Account Information for the processing of Direct ACH Payments to the Landlord; and (c) an electronic copy of a government-issued photo ID for the authorized landlord representative signing this Agreement (driver’s license, identity card, passport, Department of Defense ID, other).

Tenant-related documents - Landlord understands and agrees that BakerRipley may require Landlord to provide the following documents: (a) confirmation that a tenant applying for assistance lives at the Landlord’s property (such as a copy of a lease); (b) statements of payments to tenant accounts; (c) confirmation of the waiver/removal of fees and interest for any Qualified Tenant, and (d) any payment plan between the Landlord and tenant. Landlord agrees that, upon request by the tenant, the Landlord will provide a written receipt showing payments made, fees waived, and any deferred payment plan. Landlord agrees to cooperate with and assist Agency as needed in its efforts to confirm tenant eligibility according to the Rental Assistance Program guidelines.
Eviction Prohibition Exceptions – Landlord retains the right to pursue eviction if a Qualified Tenant, occupants of the Qualified Tenant’s Unit or guests engage in conduct constituting a non-monetary default of the Qualified Tenant’s lease or presents an imminent threat of (i) physical harm to the Landlord, its employees, or other tenants, or (ii) criminal activity that would pose an imminent threat of physical harm to the Landlord, its employees, or other tenants.

Anti-discrimination - Landlord agrees to not discriminate against any person applying for Program assistance on the basis of race, color, national origin, age, gender, sexual orientation, disability, veteran status, or religion and will not limit such assistance to give preferences to persons on the basis of race, color, national origin, age, gender, sexual orientation, disability, veteran status, or religion.

Confidentiality - Landlord agrees to maintain the confidentiality of personally identifiable information of any tenant or household that applies for assistance or is participating in the Agency’s Rental Assistance Program to the extent required by law.

Termination - Agency reserves the right to remove Landlord from the Baker Ripley COVID-19 Rental Assistance Program in the event that Landlord defaults on any of the terms of this Agreement. Landlord shall have the right to terminate the Agreement at any time prior to Agency’s verifying a tenant’s eligibility for assistance.

Liability - Landlord’s monetary liability for default of this Agreement is limited to paying back the assistance payment applicable to the Qualified Tenant for which the default applies, provided, however, any return of payment by the Landlord shall not waive, limit or restrict the Landlord’s right to take the appropriate action against the Qualified Tenant under the Qualified Tenant’s lease for nonpayment of the returned rent. The Parties reserve all other rights and remedies at law.

Indemnification - Landlord agrees that it will defend, indemnify, and hold harmless the Agency, City of Houston, and Harris County, their employees, representatives, and agents from any and all claims arising from Landlord’s performance or nonperformance of this Agreement, including in whole or in part from actual or alleged errors, omissions, or negligence of Landlord.
Third Party Beneficiaries - Landlord acknowledges tenant’s role as a third party beneficiary of this Agreement, inclusive of all rights to pursue the enforcement of this Agreement and/or introduce the same as a defense in any future litigation between Landlord and tenant regarding rental, lease disputes, possession of the subject premises, or other litigation regarding the premises.

If any part of this Agreement is found to be unenforceable by a court of competent jurisdiction, all other parts of this Agreement will remain valid and binding.

This Agreement shall be interpreted in accordance with the laws of the State of Texas. Venue for resolving any disputes shall lie exclusively in Harris County, Texas.

Terms applicable to City of Houston Funding

A Non-Program Participant Tenant is a tenant with delinquent rent through September 2020 who

1. resides at the same apartment complex or other multiunit property as a Program Participant Tenant;

2. does not receive the benefit of rental assistance under the City of Houston program;

3. represents that they have a COVID-related hardship; and

4. if qualified, applied for rental assistance.

For all Tenants of Landlord’s property with delinquent rent, including a Program Participant Tenant and Non-Program Participant Tenant, Landlord agrees to do the following:

1. Offer a payment plan per the following terms:
   
a. Landlord shall waive all late fees and interest for unpaid rent from April-August 2020;

b. Landlord shall not charge additional fees, penalties, or interest for any deferred amount of rent to be paid as part of the payment plan;

c. The payment agreement shall include any back rent owed by the Program Participant Tenant before the Program began and which was not paid through the Program;

d. Require the Program Participant Tenant to pay the first installment no later than October 1, 2020, and the final installment no later than November 30, 2020; and
e. State in conspicuous text that the Landlord agrees to and shall refrain from issuing a notice to vacate or initiating an eviction proceeding against the tenant and perform no evictions as to the tenant through September 30, 2020, unless a tenant, members of the tenant’s household, or guests breach the terms of the lease other than due to nonpayment of rent or fees, including but not limited to (1) posing an imminent threat of physical harm to any person, including children and elders within the same household as well as the landlord’s employees or management representatives; or (2) engaging in any criminal activity including abatable crime and squatting, in which case the Landlord will state in the notice to vacate the grounds for the eviction.

2. Subject to the Eviction Prohibition Exceptions, refrain from issuing a notice to vacate, initiating an eviction proceeding, or performing an eviction through September 30, 2020 against
   a. Program Participant Tenants and
   b. Non-Program Participant Tenants who enter into the offered payment plan

For a Program Participant Tenant, Landlord agrees to do the following:

1. Enter into a payment plan for any shortfall in delinquent rent above the amount in rental assistance the landlord has received from Agency on the tenant’s behalf in accordance with the payment plan terms listed above.

For a Non-Program Participant Tenant with delinquent rent, Landlord agrees to do the following:

1. Enter into a payment plan agreement, provided the Non-Program Participant Tenant represents
   a. that he or she has a COVID-related hardship and, if qualified, the Non-Program Participant Tenant applied for rental assistance (if Non-Program Participant Tenant did not qualify to apply for rental assistance, then the Non-Program Participant Tenant need only represent they have a COVID-related hardship); and
b. that he or she is not already in default for payment of a payment agreement the Non-Program Participant Tenant previously negotiated with the Landlord. Landlord shall ensure such payment plan agreement includes the conditions listed above.

**Terms applicable to Harris County Funding**

Please read carefully. The terms applicable for Harris County funding have been modified in connection with additional funding approved by Harris County Commissioners’ Court on November 10, 2020. The Terms below apply if you accept rental assistance for any Qualified Tenant for September, October, and/or November of 2020, and are cumulative of any terms that you have previously agreed to as a Landlord participating in this Program.

Payment – If the Qualified Tenant submits an application for rental assistance and had a past due rent at the time of application and has since paid the past due amount, then the Landlord should apply the rental assistance funds received from BakerRipley to the original past due balance, and apply funds the Qualified Tenant has paid on its own to any recent past due rent. Landlords should exhaust all rental assistance dollars received from BakerRipley to support the goal of ensuring tenants are able to stay in their homes.

Payment Plan – Landlord agrees to provide payment plans as follows:

A Non-Program Participant Tenant is a tenant with delinquent rent through November 2020 who

1. resides at the same apartment complex or other multiunit property as a Harris County Qualified Tenant;
2. does not receive the benefit of rental assistance under the Harris County program;
3. represents that they have a COVID-related hardship; and
4. if qualified, applied for rental assistance.

For all Non-Program Participant Tenants of Landlord’s property with delinquent rent, Landlord agrees to do the following:

1. Offer a payment plan per the following terms:
a. Landlord shall waive all late fees and interest for unpaid rent from September-November 2020;

b. Landlord shall not charge additional fees, penalties, or interest for any deferred amount of rent to be paid as part of the payment plan;

c. The payment agreement shall include any back rent owed by the Non-Program Participant Tenant before the Program began and which was not paid through the Program;

d. Require the Non-Program Participant Tenant to pay the first installment no later than December 1, 2020, and the final installment no later than January 31, 2021; and

e. State in conspicuous text that the Landlord agrees to and shall refrain from issuing a notice to vacate or initiating an eviction proceeding against the tenant and perform no evictions as to the tenant through December 31, 2020, unless a tenant, members of the tenant’s household, or guests breach the terms of the lease other than due to nonpayment of rent or fees, including but not limited to (1) posing an imminent threat of physical harm to any person, including children and elders within the same household as well as the landlord’s employees or management representatives; or (2) engaging in any criminal activity including abatable crime and squatting, in which case the Landlord will state in the notice to vacate the grounds for the eviction.

2. Subject to the Eviction Prohibition Exceptions, refrain from issuing a notice to vacate, initiating an eviction proceeding, or performing an eviction through December 31, 2020 against Non-Program Participant Tenants who enter into the offered payment plan, consistent with the Centers for Disease Control and Prevention (CDC) nationwide eviction moratorium.

3. Enter into a payment plan agreement, provided the Non-Program Participant Tenant represents

   a. that he or she has a COVID-related hardship and, if qualified, the Non-Program Participant Tenant applied for rental assistance (if Non-Program
Participant Tenant did not qualify to apply for rental assistance, then the Non-Program Participant Tenant need only represent they have a COVID-related hardship); and

b. that he or she is not already in default for payment of a payment agreement the Non-Program Participant Tenant previously negotiated with the Landlord. Landlord shall ensure such payment plan agreement includes the conditions listed above.

For all Harris County Qualified Tenants on Landlord’s property with delinquent rent, Landlord agrees to do the following:

1. Offer a payment plan per the following terms:
   a. Landlord shall waive all late fees and interest for unpaid rent from September-November 2020;
   b. Landlord shall not charge additional fees, penalties, or interest for any deferred amount of rent to be paid as part of the payment plan;
   c. Landlord shall give the Harris County Qualified Tenant credit for any partial payments and provide a 10% discount on the total past due rent;
   d. The payment agreement shall include any back rent owed by the Harris County Qualified Tenant before the Program began and which was not paid through the Program;
   e. Require the Harris County Qualified Tenant to pay the first installment no later than December 1, 2020, and the final installment no later than January 31, 2021; and
   
f. State in conspicuous text that the Landlord agrees to and shall refrain from issuing a notice to vacate or initiating an eviction proceeding against the tenant and perform no evictions as to the tenant for a minimum of 60 days from the date Landlord receives payment from the Agency, unless a tenant, members of the tenant’s household, or guests breach the terms of the lease other than due to nonpayment of rent or fees, including but not limited to (1) posing an imminent threat of physical harm to any person, including children and elders within the same household as well as the landlord’s employees or
management representatives; or (2) engaging in any criminal activity including abatable crime and squatting, in which case the Landlord will state in the notice to vacate the grounds for the eviction.

2. Subject to the Eviction Prohibition Exceptions, Landlord agrees to refrain from serving the Harris County Qualified Tenant with a notice to vacate or initiating an eviction for nonpayment of rent for a minimum of 60 days from the date of payment from the Agency as long as the Harris County Qualified Tenant (which includes a tenant under a current lease or a month-to-month renewal of a current lease) is not otherwise in default of the Harris County Qualified Tenant’s lease or of an established payment plan.

3. Enter into a payment plan for any shortfall in delinquent rent above the amount in rental assistance the landlord has received from Agency on the tenant’s behalf in accordance with the payment plan terms listed above.

4. Landlord agrees not to pursue enforcement (other than minimum efforts necessary to preserve Landlord’s rights pursuant to such) of any judgements, writs of possession or other litigation issued or available to Landlord regarding the tenant until the expiration of sixty (60) days following Landlord’s receipt of payment from the Agency.

5. Landlord agrees to participate in mediation before filing an eviction suit before the expiration of sixty (60) days following Landlord’s receipt of payment from the Agency.

Landlord Program Selection

___ I agree to participate in the Program and I agree to all of the terms in this Agreement. I understand that the applicable terms of this Agreement will be governed by and depend on which funds I receive for the Qualified Tenant(s).

___ I agree to participate in the Program and seek ONLY the City of Houston rental assistance funds. I agree to the General terms and the City of Houston terms in this Agreement.

___ I agree to participate in the Program and seek ONLY the Harris County rental assistance funds. I agree to the General terms and the Harris County terms in this Agreement.
Name of Authorized Landlord Representative: __________________________

Signature (electronic): __________________________

Date: __________________________