

HOUSTON-HARRIS COUNTY EMERGENCY RENTAL ASSISTANCE PROGRAM

Administered by Catholic Charities of the Archdiocese of Galveston-Houston and BakerRipley



LANDLORD TERMS AND CONDITIONS

A participating Landlord must agree to the following Program Terms and Conditions with Landlord's agreement qualifying as being applicable to all Tenants receiving rental assistance in all properties owned by Landlord that are part of the Houston-Harris County Emergency Rental Assistance Program ("Program"):

- Give the tenant credit for any partial payments.
- Waive all late fees, penalties, interest, attorneys fees, court costs, and any and all other costs incurred to which a landlord ("Landlord") is entitled to impose upon a tenant who is an applicant for the Program ("Applicant") for enforcement or collection for past due rent pursuant to the terms of the applicable lease or other governing document (collectively, a "Lease").
- Not attempt to obtain, or enforcement of (other than the minimum effort necessary to preserve Landlord's rights pursuant to the applicable Lease), any judgements, writs of possession, notice to vacate, orders of eviction of any type, or other litigation issued or available to Landlord (each, an "Enforcement Mechanism", or collectively, "Enforcement Mechanisms") regarding any Applicant until a final determination that an Applicant is not eligible or selected for assistance under the Program has been made by the City of Houston ("City"), Harris County, Texas ("County"), or a private entity acting on behalf of the City or the County (collectively, the "Agency").
- Rescind or cancel, within five (5) business days of the Landlord's receipt of the above-described payment from the Agency, any prior Enforcement Mechanism applicable to the premises and/or an Applicant based solely upon nonpayment for the month(s) to which the assistance applies, within. However, notwithstanding the above, Landlord retains the right to pursue eviction if a tenant who received rental assistance from the Program ("Qualified Tenant"), occupants of rental unit (each, a "Unit") occupied by a Qualified Tenant or guests engage in conduct constituting a non-monetary default of the Qualified Tenant's lease. In such event, Landlord will return any funds received from the Agency relating to the applicable Applicant for rental periods beginning from the date Landlord files any court-action based on the above.
- Refrain from implementing an Enforcement Mechanism against an Applicant for whom Landlord received payments through the Program until at least sixty (60) days following receipt of payment.
- Not to interfere with an Applicant's possession of Applicant's Unit.

- Acknowledge and agree that receipt of any payments on behalf of Applicants are made in full and complete settlement and satisfaction of all litigation, claims, demands, and causes of action which have been, or could be, asserted by Landlord as a consequence of any and all alleged defaults related to payments of rent or other recurring financial obligations under the Lease prior to Landlord's receipt of any payments under the Program.
- Ensure payments received from Program are posted to Applicant's account within five (5) business days from the date of payment from the Agency.
- Acknowledge the Applicant's role as a third party beneficiary of this Agreement, including all rights of Applicant to pursue the enforcement of this Agreement and/or introduce the same as a defense in any future litigation between Landlord and Applicant regarding rental, lease disputes, possession of the subject premises, or other litigation regarding the premises.
- Acknowledge and agree (i) to reimburse Program Administrator for any duplicate payments, over-payments or errors in payments within 10 business days of receiving a request for reimbursement, and agree that Program Administrator may recoup any ACH payment that was erroneously made through a reversal of payment, and (ii) that failure to reimburse Program Administrator for any duplicative payments, over-payments, or errors in payments will be reported to the U.S. Department of Treasury and may result in legal action against Landlord.
- Program administrators reserve the right to remove Landlord from this Program in the event that Landlord defaults on any of the terms of this Agreement or is not eligible as a landlord who participates in the Program ("Participating Landlord").
- Landlord agrees that should it fail to dispute the monthly rental assistance amount(s) used by the Program to calculate a tenant's potential award within five (5) days of Landlord receiving notice of such by the Program, such amount(s) will be deemed to be accurately reflect the tenant's monthly rental obligations to the Landlord. For the purposes of this Agreement, notice by electronic mail is deemed sufficient by Landlord.
- Landlord agrees that it will defend, indemnify, and hold harmless the Program Administrators, City of Houston, and Harris County, their employees, representatives, and agents from any and all claims arising from the performance or nonperformance of this Agreement, arising in whole or in part from actual or alleged errors, omissions, or negligence of Landlord.