

Emergency Rental Assistance Program Agreement
Between
Charlotte-Mecklenburg Housing Partnership, Inc.
and
(Apartment Legal Entity)

This Agreement is entered into by and between Charlotte-Mecklenburg Housing Partnership, Inc. (“The Housing Partnership”), and (Apartment Legal Entity) to be effective as of the latest date appearing beside the signatures set forth below. The parties acknowledge that this Agreement is a binding contract between the parties for The Housing Partnership to deliver the Emergency Rental Assistance Program (“Program”) to rental customers of (Apartment Legal Entity)’s multi-family rental portfolio serving low and moderate-income families and seniors as identified on the attached Exhibit A (“Portfolio”).

WHEREAS, (Apartment Legal Entity) is a (corp type and mission).

WHEREAS, The Housing Partnership is a non-profit 501(c)3 organization with a mission is to develop affordable housing, create vibrant communities, and provide opportunities for strong futures.

NOW, THEREFORE, BE IT RESOLVED, that (Apartment Legal Entity) and The Housing Partnership do hereby agree as follows.

The Housing Partnership agrees:

1. To operate the Program in service to rental customers in properties owned in whole or in part by (Apartment Legal Entity) as identified on Exhibit A, and which include income-restricted units affordable to low and moderate households. The Program guidelines are attached hereto as Exhibit B.
2. To operate the Program within the Community Development Block Grant and Fair Housing rules and regulations.
3. To operate the Program on a first-come-first-serve basis for customer intake.
4. To provide reasonable information to (Apartment Legal Entity) on Program results including but not limited to the number of customers served under the Program, ensuring the privacy of rental customers is protected.
5. To provide all information and approvals required by the City of Charlotte to allow for rental assistance payments of up to three consecutive months to be made to properties as indicated on Exhibit A on behalf of a rental customer approved for rental assistance.

(Apartment Legal Entity) agrees:

1. To provide data on each unit in a (Apartment Legal Entity) property served by the Program and listed in Exhibit A as reasonably requested by The Housing Partnership except data that would reveal a rental customer’s identity.
2. That upon a rental customer of a unit in Exhibit A being at least five (5) days late to make a rental payment as required by their lease agreement, (Apartment Legal Entity) will provide that customer with official information regarding the

Program.

3. That in the event a rental customer is approved by The Housing Partnership for rental assistance through the Program, then (Apartment Legal Entity) agrees to ensure that its properties credit the amount approved as a payment against the customer's outstanding rental obligation applicable to the period approved for such rental assistance.
4. That the Program is provided on a first-come, first-serve basis and expires upon the full use of funding..

TERMINATION

This Agreement will expire upon the full expenditure of funds received for this program.

Any party may terminate this Agreement for cause upon the other party's failure to perform any terms, covenants or conditions in this Agreement if not remedied within fifteen (15) days after receipt of written notice by the non-breaching party.

INDEMNIFICATION

The Housing Partnership and its assigns hereby agree to protect, defend, indemnify and hold (Apartment Legal Entity), its officers, members, managers, employees, agents, and affiliates (including but not limited to the owners of the properties listed in Exhibit A and their members) free and harmless from and against any and all claims, demands, payments, suits, actions, costs, recoveries, and judgments of every kind and description brought by or on behalf of any person, firm, entity or other third party arising out of or occurring in connection with the breach of the provisions of this Agreement by The Housing Partnership. The provisions of this paragraph shall survive the termination of this Agreement. Nothing herein shall be interpreted as obligating Housing Partnership to indemnify (Apartment Legal Entity) against (Apartment Legal Entity)'s gross negligence, acts, omissions, and willful misconduct.

(Apartment Legal Entity) and its assigns hereby agree to indemnify and hold harmless The Housing Partnership, its officers, agents, and employees free and harmless from and against any all claims, demands, payments, suits, actions, costs, recoveries, and judgments of every kind and description brought by or on behalf of any person, firm, entity or other third party arising out of or occurring in connection with the breach of the provisions of this Agreement by (Apartment Legal Entity). The provisions of this paragraph shall survive the termination of this Agreement. Nothing herein shall be interpreted as obligating (Apartment Legal Entity) to indemnify The Housing Partnership against The Housing Partnership's gross negligence, acts, omissions, and willful misconduct.

ENTIRE AGREEMENT; PREVIOUS AGREEMENTS TERMINATED

This Agreement constitutes the entire agreement between the parties. Any and all previous agreements or understandings between the parties not incorporated with this Agreement with respect to the services as specified in this Agreement, whether written or oral, are hereby expressly terminated and shall not be effective.

NO ORAL MODIFICATION

There shall be no oral modifications or other oral changes to this Agreement; any modification of this Agreement must be in writing and signed by all the parties hereto. This Agreement shall not be modified or amended by any subsequent agreement between the parties unless such modification is in writing and expressly states that it shall modify this Agreement.

SEVERABILITY

If any provision of this Agreement is found to be invalid, the remainder of the provisions of this Agreement, other than those which are found to be invalid, shall not be affected and shall remain in effect.

CONFIDENTIALITY

(Apartment Legal Entity) and The Housing Partnership shall hold strictly confidential and shall not share any documentation or information relating to the Program (other than information that is publically available) with any persons or entities other than the rental customers of the properties listed on Exhibit A, the owners of properties listed on Exhibit A and the members thereof, the management companies employed to manage the properties listed on Exhibit A, employees, members, managers, agents, partners, consultants, accountants and attorneys. The Housing Partnership shall hold strictly confidential any personal identifying information of the applicable rental customers (including social security numbers and dates of birth), except to the extent required in connection with administration of the Program. In either event, the foregoing confidentiality obligations shall not apply where a party is obligated to disclose such information by law or court order.

The parties do hereby agree to this Contract on this _____ day of _____, 2020.

CHARLOTTE-MECKLENBURG HOUSING PARTNERSHIP, INC.

By: _____
Name: Julie A. Porter
Title: President

(APARTMENT LEGAL ENTITY) DEVELOPMENT GROUP, INC.

By: _____
Name:
Title:

Exhibit A
(Apartment Legal Entity) Properties:

Exhibit B – Program Guidelines