ELDERLY RENTAL ASSISTANCE (ERA) AGREEMENT

Program Administrator Agency/Organization:

Program Administrator Contact Name:

Program Administrator Contact (email/phone):

Program Administrator Address:

Landlord Name:

Landlord Address:

Landlord Telephone:

Tenant Name(s):

Unit Address:

This Elderly Rental Assistance (“ERA”) Agreement (“Agreement”) is entered into between       (“Program Administrator”) and       (“Landlord”) and       (“Tenant”). This Agreement applies only to the Tenant family and the dwelling unit identified above.

1. **Term of the AGREEMENT**

The term of this Agreement shall begin on       (mm/dd/yy) and end no later than       (mm/dd/yy). The Agreement automatically terminates on the day the Lease/Rental Agreement terminates.

If the Lease/Rental Agreement is a month-to-month agreement, this Agreement does not obligate the Landlord to rent the dwelling unit to the Tenant for a period that exceeds the specified term of the Lease/Rental Agreement; however, the Agreement will automatically renew each month until the tenancy is terminated by the Landlord or Tenant or if this Agreement is terminated by any party to the Agreement as described in this Agreement.

1. **RENT AND AMOUNTS PAYABLE BY TENANT AND PROGRAM ADMINISTRATOR**
2. *Initial Rent*. The initial total monthly rent payable to the Landlord of this Agreement is $     .
3. *Rent Adjustments*. Landlord will notify Program Administrator and Tenant when rent increases are made, in compliance with Oregon State Law.
4. *Tenant Share of the Rent*. Initially, and until such time as both the Landlord and the Tenant are notified by Program Administrator, the Tenant’s share of the rent shall be $     .
5. *Program Administrator Share of the Rent*. Initially, and until such time as both the Landlord and Tenant are notified by Program Administrator, Program Administrator‘s share of the rent shall be $     . Neither Program Administrator or Oregon Housing and Community Services (OHCS) assumes any obligation for the Tenant’s rent, or for payment of any claim by the Landlord against the Tenant. Program Administrator‘s obligation is limited to making rental payments on behalf of the Tenant in accordance with this Agreement.
6. *Payment Conditions*. The right of the Landlord to receive payments under this Agreement shall be subject to compliance with all of the provisions of the Agreement. During the term of this Agreement, the Program Administrator shall make monthly rental assistance payments to the Landlord on behalf of the tenant. The Landlord shall be paid under this Agreement on or about the first day of the month for the month of assistance in which it is due. Payments shall only be made to the Landlord by the Program Administrator while the Tenant is residing in the unit identified in this Agreement during the term of the Agreement. The Program Administrator shall not make any payment to the Landlord for any month after the month when the Tenant moves out of the Agreement unit. The Landlord agrees that the endorsement on the check shall be conclusive evidence that the Landlord received the full amount due by the Program Administrator for the month, and shall be a certification that:
7. the unit identified in this Agreement is in good, safe and sanitary condition, and that the Landlord is providing the services, maintenance and utilities agreed to in the Lease/Rental Agreement.
8. the unit identified in this Agreement is leased to and occupied by the Tenant named above in this Agreement.
9. *Overpayments*. If Program Administrator determines that the Landlord is not entitled to any payments received, in additional to other remedies, Program Administrator may deduct the amount of the overpayment from any amounts due the Landlord from Agreement payments per this Agreement. The Program Administrator shall not be obligated to pay any late payment penalty if rental assistance payments by the Program Administrator are delayed or denied as a remedy for Landlord breach of the Agreement (including any of the following remedies: recovery of overpayments, suspension of payments, reduction of payments, termination of payments of the Agreement).
10. *Late Fees*. Landlord may assess late fees in accordance with the Lease/Rental Agreement for the Tenant’s share of the rent. Program Administrator shall not be obligated to pay any portion of a Tenant’s share late fee. Program Administrator shall not be obligated to pay any late payment penalty on the Program Administrator’s share of the rent if the Program Administrator determines that the late payment by the Program Administrator is due to factors beyond the Program Administrator’s control.
11. *Extensions.* This Agreement may be extended, for a period of time agreed upon by all parties, in writing. Such extension must be in writing and have a beginning and ending term; however, there is no ERA program limitation on the number of extensions allowed and such extension does not change the term of the lease/rental agreement.
12. **HABITABILITY STANDARDS AND LANDLORD-PROVIDED SERVICES**
13. The Landlord agrees to maintain and operate the unit identified in this Agreement and its related facilities in good, safe and sanitary housing conditions, including all of the services, maintenance and utilities agreed to in the Lease/Rental Agreement.
14. Program Administrator shall have the right to inspect the unit identified in this Agreement and its related facilities at least annually, and at such other times as may be necessary to assure that the unit is in good, safe and sanitary condition, and that required maintenance, services and utilities are and have been provided as identified in the Landlord/Tenant Lease/Rental Agreement.
15. If Program Administrator determines that the Landlord is not meeting these obligations, the Program Administrator shall have the right, even if the Tenant continues in occupancy, to terminate payment of Program Administrator‘s share of the rent and terminate this Agreement.
16. **TERMINATION OF TENANCY**

The Landlord may evict the Tenant following applicable state and local laws and the provisions of the Lease/Rental Agreement and Oregon State Law. Landlord agrees to send notification to Program Administrator of eviction proceedings. The Tenant may terminate their tenancy following applicable state and local laws and the provisions of the Lease/Rental Agreement. Tenant agrees to send notification to Program Administrator if terminating the tenancy.

1. **TERMINATION OF AGREEMENT**

The Program Administrator may terminate this Agreement if Tenant is noncompliant with ERA Program rules, guidelines or case management/housing plan or if Landlord breaches the term of the Agreement. The Program Administrator may terminate this Agreement, without penalty or remedy; upon such a directive by OHCS to terminate the Agreement through the Program Administrator or if the program depletes of funding. OHCS shall not be liable to any of the parties of the agreement or to other persons for directing that the Agreement be terminated. Program Administrator termination of the Agreement must be provided to Landlord and Tenant in writing 30 days prior to the date of termination.

1. **RIGHTS OF PROGRAM ADMINISTRATOR IF LANDLORD BREACHES THE AGREEMENT**
2. Any of the following shall constitute a breach of the Agreement:
3. If the Landlord has violated any obligation under this Agreement; or
4. If the Landlord has demonstrated any intention to violate any obligation under this Agreement; or
5. If the Landlord has committed any fraud or made any false statement in connection with the Agreement or has committed fraud or made any false statement in connection with the ERA program.
6. Program Administrator′s right and remedies under the Agreement include recovery of overpayments, termination or reduction of payments and termination of the Agreement. If Program Administrator determines that a breach has occurred, Program Administrator may exercise any of its rights or remedies under the Agreement. Program Administrator shall notify the Landlord in writing of such determination, including a brief statement of the reasons for the determination.
7. Any remedies employed by Program Administrator in accordance with this Agreement shall be effective as provided in a written notice by Program Administrator to the Landlord. Program Administrator‘s exercise or non-exercise of any remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.
8. **PROGRAM ADMINISTRATOR′S RELATION TO THIRD PARTIES**
9. Program Administrator does not assume any responsibility for, or liability to, any person injured as a result of the Landlord’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 Landlord.
10. The Landlord is not the agent of Program Administrator, and this Agreement does not create or affect any relationship between Program Administrator and any lender to the Landlord, or any suppliers, employees, contractors or subcontractors used by the Landlord in connection with this Agreement.
11. Nothing in this Agreement shall be construed as creating any right of the Tenant or a third party to enforce any provision of this Agreement or to assess any claim against Program Administrator, OHCS or the Landlord under this Agreement.
12. **CONFLICT OF INTEREST PROVISIONS**

No employee of Program Administrator who formulates policy or influences decisions with respect to the ERA Program, and no public official or member of a governing body or state or local legislator who exercise his functions or responsibilities with respect to ERA shall have any direct or indirect interest, or for one year thereafter, in this Agreement or in any proceeds or benefits arising from the Agreement or to any benefits which may arise from it.

1. **TRANSFER OF THE AGREEMENT**

The Landlord shall not transfer in any form this Agreement without the prior written consent of Program Administrator. Program Administrator shall give its consent to a transfer if the transferee agrees in writing (in a form acceptable to Program Administrator) to comply with the terms and conditions of this Agreement.

1. **ENTIRE AGREEMENT; INTERPRETATION; NOTICE**
2. This Agreement contains the entire agreement between the Landlord and Program Administrator. No changes in this Agreement shall be made except in writing signed by both the Landlord and Program Administrator.
3. All notices required under this Agreement shall be sent via U.S. mail to the address listed above for each party to this Agreement, unless otherwise agreed upon by all parties, in writing.
4. **WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT**
5. The Landlord warrants the unit identified in this Agreement, is in good, safe and sanitary condition and that the Landlord has the legal right to lease/rent the dwelling unit covered by this Agreement during the Agreement term.
6. The party, if any, executing this Agreement on behalf of the Landlord hereby warrants that authorization has been given by the Landlord to execute it on behalf of the Landlord.

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| --- | --- |
| **Landlord Name (Print)** | **Program Administrator Representative (Print)** |
| Signature and Date | Signature and Date |
| **Tenant Name (Print)** | Tenant Name (Print) |
| Signature and Date | Signature and Date |

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statements or entries, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than $10,000, or imprisoned for not more than five years, or both.

LANDLORD’S CHECK TO BE MAILED TO: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME(S) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TAX ID# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_