

**RENTAL ASSISTANCE PAYMENT CONTRACT
BETWEEN SUBRECIPIENT AND TENANT**

1. **RAP #** _____ **Issued On:** _____ **Expires On:** _____
Participant Name: _____ (the "Tenant")
Number of Household Members: _____
Unit Size*: _____ **FMR (utilities included):** _____

(*This is the number of bedrooms for which the family qualifies. The amount of rental assistance is based upon unit size).

EMERGENCY SOLUTIONS GRANT RAPID REHOUSING (ESG-RR) OR HOMELESSNESS PREVENTION (ESG-HP) PROGRAM

_____ hereinafter referred to as ("Subrecipient") has issued this Rental Assistance Payment Contract ("RAP") to the Tenant identified above who is eligible to participate in either the Emergency Solutions Grant Rapid Rehousing Program ("ESG-RR") or the Emergency Solutions Grant Homelessness Prevention Program ("ESG-HP") (either ESG-RR or ESG-HP "the Program"). Under the Program, the Subrecipient will make monthly payments to the Landlord on behalf of the Tenant. The Tenant must select a decent, safe and sanitary dwelling unit before the Subrecipient will make payments to the Landlord. When the Subrecipient issues this RAP, it fully expects to have funds available to provide the rental assistance for the period specified. However, the Subrecipient is not under any obligation to the Tenant nor the Landlord or any other party until the dwelling unit has been approved by the Subrecipient and the Subrecipient has entered into an agreement with the Landlord.

2. STEPS THAT MUST BE TAKEN TO USE THIS RENTAL ASSISTANCE PAYMENT CONTRACT

- A. The Tenant must select a rental dwelling unit located within the jurisdiction of the Subrecipient that meets the program's habitability standards and has a reasonable rent that is at or below Fair Market Rent as provided under 24 CFR part 888 ("Unit"). After the Tenant finds a Unit, the Tenant must provide the Subrecipient with a "Request for Unit Approval" form, signed by the Landlord and a copy of the Landlord's lease.
- B. If a Request for Unit Approval has not been submitted to the Subrecipient within sixty (60) days of the date that this RAP was issued, this RAP will expire, unless the Subrecipient approves an extension.
- C. After the Subrecipient receives the Request for Unit Approval, the Unit will be inspected and the Subrecipient will review the Landlord's lease. If the Unit and the rent for the Unit meet the program's requirements the Subrecipient will notify the Landlord and the Tenant that it has approved the Unit. If the Unit or lease cannot be approved, the Subrecipient will provide the Landlord with an opportunity to correct the problem(s) or the Tenant can begin to look for another unit with the assistance of the Subrecipient.
- D. The Subrecipient will work with the Landlord and the Tenant to execute all of the necessary documents:
- i. The Landlord and the Tenant must sign a lease that is approved by the Subrecipient.
 - ii. The Landlord and the Subrecipient must sign a RAP.
 - iii. Once all necessary documents have been signed and the Tenant moves into the Unit, payments to the Landlord will begin.

3. SECURITY DEPOSITS

The Tenant or Subrecipient will pay a security deposit to the Landlord, consistent with local market practices. The amount of the Security Deposit paid by the Subrecipient cannot exceed two (2) month's rent. When the Tenant moves out, any reimbursements of the deposit that are owed by the Landlord under State and local law must be paid to the Tenant or Subrecipient, as applicable in accordance with IC 32-31-3, et seq.

4. TENANT AND SUBRECIPIENT SHARE OF THE RENT

- A. The portion of the rent payable by the Tenant to the Landlord ("Tenant's Share") is calculated based upon the Tenant's ability to pay. The Tenant must provide the Subrecipient with information and documentation about its income, assets, and other family circumstances that will affect the amount that the Tenant is required to pay. The Tenant's Share may change as a result of changes in the Tenant's income or other family circumstances. Initially, and until such time as both the Landlord and the Tenant are notified by the Subrecipient, the Tenant's Share of the rent shall be _____.
- B. Each month, the Subrecipient will make a rent payment to the Landlord on behalf of the Tenant. The monthly payment will be equal to the difference between the approved rent and the Tenant's Share of the rent. The amount of rental assistance paid by the Subrecipient may be reduced or terminated due to changes in the Tenant's income.

- C. The Subrecipient will not pay other costs associated with the Tenant's occupancy, such as cable, storage units, carports, or garages. The Subrecipient will not pay rent for the remaining portion of the term of the lease if the Tenant is no longer occupying the Unit. The Subrecipient will give the Tenant at least thirty (30) days' notice of termination of rental assistance. The Subrecipient shall not reimburse the Landlord for any damage caused by the Tenant, the obligation of the Subrecipient to Landlord and Tenant is limited solely to the payment of the rental assistance as described herein, the Landlord acknowledges that the Subrecipient has not assumed any other responsibility.

5. **REQUIREMENTS FOR PARTICIPATING TENANTS**

The Tenant must:

- A. Be eligible for rental assistance under the Program guidelines and provide necessary documentation to establish eligibility, as requested by the Subrecipient from time to time, attend case management sessions at least monthly, and complete a housing plan.
- B. Provide information or documentation about the family's income, assets and changes in income or other circumstances that may affect eligibility OR may result in changes to the amount of the Tenant's Share.
- C. Cooperate with annual income and interim income evaluations. (Annual income evaluations are required for ESG-RR. ESG-HP requires income evaluations every three (3) months)
- D. Allow a designee of the Subrecipient to inspect the Unit at reasonable times and upon reasonable notice.
- E. Notify the Subrecipient to request permission to allow additional persons to move in or out of the Unit and before vacating the Unit.
- F. Use the Unit as the family's principal place of residence and solely as a residence for the family.
- G. Not sublease or assign the lease.
- H. Not be currently receiving or expecting to receive Federal funding for rental assistance under any other program.

6. **LENGTH OF ASSISTANCE**

Tenant is not guaranteed to continue to receive rental assistance under the Program. Rental assistance may be terminated if the Tenant does not follow the requirements of this RAP, other Program agreements, or Program guidelines. The Subrecipient shall not be obligated to pay rent for the remaining portion of the term of the lease if the Tenant is no longer occupying the Unit, if the Tenant is no longer eligible for the program, or if the lease terminates and is not renewed. The Tenant will be required to repay the Subrecipient for any rent that is paid by the Subrecipient during a period of time that the Tenant is no longer occupying the unit if the Tenant has not provided notice to the Subrecipient prior to the time the Tenant vacates the Unit.

7. **EQUAL HOUSING OPPORTUNITY**

If the Tenant has reason to believe that he/she has been discriminated against on the basis of age, race, color, creed, religion, sex, handicap, national origin or familial status, the Tenant may file a complaint with the U.S. Department of Housing and Urban Development ("HUD"). HUD has created a "hotline" to answer questions and take complaints about Fair Housing and Equal Opportunity. The toll-free number is 1-(800) 669-9777.

8. **THIRD PARTY BENEFICIARIES**

Nothing in this RAP shall be construed as creating any rights for any third-party beneficiaries to enforce any provision of this RAP or to assert any claim against the Tenant, the Subrecipient or the Landlord under this RAP, except for the HUD or the Indiana Housing and Community Development Authority.

9. **VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2013 ("VAWA"):**

A. **Overview**

The core statutory protections of VAWA that prohibit denial or termination of assistance or eviction solely because an applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking applied upon enactment of VAWA 2013 on March 7, 2013. The VAWA regulatory requirements under 24 CFR part 5, subpart L, apply to all eligibility and termination decisions that are made with respect to ESG-RR or ESG-HP ("ESG") rental assistance on or after *December 16, 2016*. Accordingly, these requirements must be included or incorporated into ESG rental assistance agreements and lease pursuant to IHDA's Lease Addendum as provided in 24 CFR 576.106(e) and (g).

B. Required Notice of Occupancy Rights and Certification

The Subrecipient and the Landlord as applicable, must ensure that the notice of occupancy rights which is set forth in Form HUD 5380 and the certification form set forth in Form HUD 5382 is provided to each applicant for ESG rental assistance and each program participant receiving ESG rental assistance at each of the following times:

- a. When an individual or family is denied rental assistance;
- b. When an individual or family's application for a unit receiving project-based rental assistance is denied;
- c. When a program participant begins receiving rental assistance;
- d. When a program participant is notified of termination of rental assistance; assistance;
- e. When a program participant receives notification of eviction; and
- f. Immediately, for any existing tenant either during annual recertification or lease renewal, whichever is applicable, or, if there will be no recertification or lease renewal, through other means for any tenant that is currently receiving ESG rental assistance but has not received copies of the notice of occupancy rights which is set forth in Form HUD 5380 and the certification form set forth in Form HUD 5382, through other means.

C. Request for VAWA protections/Documentation

If a tenant seeks VAWA protections set forth in 24 CFR part 5, subpart L, the tenant must submit such request through the Subrecipient. If an applicant or tenant represents to the Subrecipient that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking entitled to the protections under §5.2005, or remedies under §5.2009, the Subrecipient may request, in writing, that the applicant or tenant submit to the Subrecipient a completed Form HUD 5382. If an applicant or tenant does not provide the documentation requested within 14 business days after the date that the tenant receives a request in writing for such documentation from the Subrecipient, nothing in 24 CFR 5.2005 or 24 CFR 5.2009, which addresses the protections of VAWA, may be construed to limit the authority of the Subrecipient to:

1. Deny admission by the applicant or tenant to the program;
2. Deny assistance under the program to the applicant or tenant;
3. Terminate the participation of the tenant in the program; or
4. Evict the tenant, or a lawful occupant that commits a violation of a lease.

A Subrecipient may, at its discretion, extend the 14-business-day deadline. The Subrecipient must work with the landlord or property manager to facilitate protections on the tenant's behalf. The Subrecipient must follow the documentation specifications in 24 CFR 5.2007, including the confidentiality requirements in 24 CFR 5.2007(c). If the program participant that is entitled to protection, the Subrecipient must notify the owner in writing that the program participant is entitled to protection under VAWA and work with the owner on the program participant's behalf. Any further sharing or disclosure of the program participant's information will be subject to the requirements in 24 CFR 5.2007.

D. Emergency Transfers

The Subrecipient must use and implement the emergency transfer plan set forth in Form HUD-5381 for ESG-RR. The Subrecipient may provide Form HUD-5383 to a tenant that is requesting an emergency transfer and ask the tenant to complete this form. With respect to tenants who qualify for an emergency transfer and who wish to make an external emergency transfer when a safe unit is not immediately available, the Subrecipient must assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, Subrecipient will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking. The Subrecipient must provide the tenant with a list Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

E. Confidentiality

Any information submitted to the Subrecipient, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking (confidential information), shall be maintained in strict confidence by the Subrecipient.

The Subrecipient shall not allow any individual administering assistance on behalf of the Subrecipient or any persons within their employ (e.g., contractors) or in the employ of the Subrecipient to have access to confidential information unless explicitly authorized by the Subrecipient for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

The Subrecipient shall not enter confidential information described above into any shared database or disclose such information to any

other entity or individual, except to the extent that the disclosure is:

- a. Requested or consented to in writing by the individual in a time-limited release
- b. Required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program; or
- c. Otherwise required by applicable law.

The Subrecipient's compliance with the protections of 24 CFR 5.2005 and 24 CFR 5.2009, based on documentation received under this section shall not be sufficient to constitute evidence of an unreasonable act or omission by the Subrecipient. However, nothing in this paragraph shall be construed to limit the liability of the Subrecipient for failure to comply with 24 CFR 5.2005 and 24 CFR 5.2009.

F. Remedies Available To Victims Of Domestic Violence, Dating Violence, Sexual Assault, Or Stalking.

The Subrecipient must work with the Landlord to ensure that the Landlord understands that it may bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual:

- a. Without regard to whether the household member is a signatory to the lease; and
- b. Without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant.

A lease bifurcation, as provided in this section, shall be carried out in accordance with any requirements or procedures as may be prescribed by Federal, State, or local law for termination of assistance or leases and ESG requirements.

G. Remaining participants following bifurcation of a lease or eviction as a result of domestic violence, dating violence, sexual assault, or stalking.

- a. When a family receiving tenant-based rental assistance separates under 24 CFR 5.2009(a), the family's tenant-based rental assistance and utility assistance, if any, shall continue for the family member(s) who are not evicted or removed.
- b. If a family living in a unit receiving project-based rental assistance separates under 24 CFR 5.2009(a), the family member(s) who are not evicted or removed can remain in the assisted unit without interruption to the rental assistance or utility assistance provided for the unit.

H. Prohibited Denial/Termination

Subrecipient shall ensure that any applicant for or tenant for ESG may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.

I. Construction Of Lease Terms

Subrecipient shall work with Landlord to ensure that the Landlord understands that an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as:

- a. A serious or repeated violation of a lease for ESG-assisted housing by the victim or threatened victim of such incident; or
- b. Good cause for terminating the assistance, tenancy or occupancy rights to ESG-assisted housing of the victim of such incident.

J. Termination On The Basis Of Criminal Activity

No person may deny assistance, tenancy, or occupancy rights to ESG-assisted housing to a tenant solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking that is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, if the tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking. Notwithstanding the foregoing, the landlord of ESG-assisted housing may bifurcate a lease for the housing in order to evict, remove, or terminate assistance to any individual who is a

tenant or lawful occupant of the housing and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant of the housing. The Subrecipient of ESG-assisted housing must provide any remaining tenants with an opportunity to establish eligibility and a reasonable time to find new housing or to establish eligibility.

K. Lease Addendum

Each tenant receiving ESG rental assistance must have a legally binding, written lease for the rental unit. The lease must be between the Landlord and the program participant. Each lease executed on or after *December 16, 2016* must incorporate a lease addendum that includes all requirements that apply to tenants, the owner/Landlord or lease under 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), as supplemented by 24 CFR 576.409, including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.2005(b) and (c)

L. Limited applicability of VAWA requirements:

- a. Nothing in this section limits the authority of the Landlord, when notified of a court order, to comply with a court order with respect to:
 - i. The rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking; or
 - ii. The distribution or possession of property among members of a household.
- b. Nothing in this section limits any available authority of the Subrecipient evict or terminate assistance to a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant. However, the Subrecipient must not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is or has been a victim of domestic violence, dating violence, sexual assault or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance.
- c. Nothing in this section limits the authority of the Landlord to terminate assistance to or evict a tenant under a covered housing program if the Landlord can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to property of the Subrecipient would be present if that tenant or lawful occupant is not evicted or terminated from assistance. In this context, words, gestures, actions, or other indicators will be considered an “actual and imminent threat” if they meet the standards provided in the definition of “actual and imminent threat” in 24 CFR 5.2003.
- d. Any eviction or termination of assistance, as provided paragraph (3) of this section should be utilized by the Landlord only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents.

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 statement or entry, 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 (5) years or both. Additionally, Landlord may be required to repay rental assistance that it has received through the Program based upon fraudulent information provided by the Landlord and Tenant may be required to repay rental assistance that it has received through the Program based upon fraudulent information provided by the Tenant.

Tenant Name

Subrecipient

Type or Print name here

Type or Print name here

Signature

Date

Signature

Date

REQUEST FOR UNIT APPROVAL (SCATTERED SITES)

INSTRUCTIONS:

Provide this form to the tenant identified below (“Tenant”) after intake is complete. This form should be completed by the Tenant and the landlord listed below (“Landlord”) to request the Subrecipient's approval of the unit for which the Tenant has elected to receive rental assistance (the “Unit”).

Landlord: Please read the Rental Assistance Payment Contract and information about Housing Habitability Standards provided in it. After the Tenant submits this request to the Subrecipient, a staff member will contact the Landlord to schedule an inspection of the Unit. The Subrecipient is not responsible for paying any part of the rent to the Landlord prior to its approval of the Unit and its execution of the Rental Assistance Payment Contract (“RAP”). Please attach a copy of your proposed lease to this form.

Tenant: With the Landlord, complete this form and return it to: _____

Do not sign a lease for the Unit until the Subrecipient has inspected and approved the Unit.

Type of Unit:

- Single Family
- Semi-detached/Row House
- Garden/Walk up
- Elevator/High Rise
- Mobile Home

Date Constructed: _____ Most recent rent charged: _____ Proposed rent: _____

UNIT ADDRESS: _____

Landlord Contact Information: _____

Were the same utilities/appliances included in the rent: Yes No **Insert Source of Utilities.**

Utility / Appliance Source: Oil Electric Gas Propane	Included in Rent	Paid by Tenant	Utility/ Appliance Source: Oil Electric Gas Propane	Included in Rent	Paid by Tenant
Heating - source:			Water Heating-source:		
Cooking - source:			Water		
Other Electric			Sewer		
Air Conditioning			Trash Collection		
Range/Microwave			Other		
Refrigerator			Other		

OWNER CERTIFICATION: By executing this request, the Landlord agrees and certifies that: (1) the information provided on the form is accurate and true; (2) the Unit is not assisted or covered by any other federally-funded rental subsidy contract; (3) the Unit currently meets the habitability standards set forth in 24 CFR 576.403(c) (the “Habitability Standards”) (or will be brought up to the Habitability Standards before the RAP is executed; and (4) the Unit is made available, managed, and operated regardless of race, color, creed, religion, sex, national origin, handicap, or familial status. In accordance with 18 U.S.C. §1001, the payment of fines and/or imprisonment may be required or repayment of any funds received by the Landlord pursuant to the RAP in the event that the Landlord provides false, incomplete or misleading information.

Tenant Name

Landlord Name

_____ *Type or Print name here*

_____ *Type or Print name here*

Signature

Date

Signature

Date

Landlord Name:	Tenant Name:
Address:	Unit:
Phone:	Address:
Email:	

The above-referenced landlord (the “Landlord”) is required to provide the Subrecipient (as defined below) with an IRS Form 1099 or W-9. The above referenced tenant (the “Tenant”) should receive a copy of this Rental Assistance Payment Contract for the Tenant’s files. This will describe to the Tenant the amount that the Tenant must pay and the amount that the Subrecipient will pay.

This Rental Assistance Payment Contract (“Contract”) is entered into between ____ (hereinafter referred to as “Subrecipient”) and the above referenced Landlord. This Contract applies only to the Tenant and the above-referenced dwelling unit (the “Unit”).

A. TERM OF THE CONTRACT

1. The term of this Contract shall begin on ____ (Enter Date) and end no later than ____ (Enter Date). This Contract automatically ends on the last day of the term of the lease.

B. SECURITY DEPOSIT

1. Landlord will hold this security deposit during the period of time that the Tenant occupies the Unit pursuant to the lease. The Landlord shall comply with State and local laws regarding interest payments on security deposits. The amount of the security deposit paid by the Subrecipient cannot exceed two (2) month’s rent.
2. After the Tenant has moved out of the Unit, the Landlord may, subject to State and local law, use the security deposit, including any interest on the deposit, as reimbursement for rent or any other amounts payable by the Tenant under the lease in accordance with Indiana law. The Landlord will give the Tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Landlord, the Landlord shall promptly refund the full amount of the balance to the Tenant or Subrecipient, as applicable in accordance with IC 32-31-3.
3. The Landlord shall immediately notify the Subrecipient when the Tenant has moved out of the Unit or abandoned the Unit.
4. **Limitation:** The Subrecipient shall not reimburse the Landlord for any damage caused by the Tenant, the obligation of the Subrecipient to Landlord and Tenant is limited solely to the payment of the rental assistance as described herein, the Landlord and the Tenant acknowledge that the Subrecipient has not assumed any other responsibility.

C. RENT AND AMOUNTS PAYABLE BY TENANT AND SUBRECIPIENT

1. **Rent Reasonableness.** In accordance with 24 CFR 982.507, the rent that Landlord charges for the Unit must be reasonable in relation to rents currently being charged for comparable units and must not be in excess of rents currently being charged by the Landlord for comparable units that are not receiving federal rental assistance.
2. **Initial Rent:** The initial rent payable to the Landlord for the first payment of this Contract is ____.
3. **Rent Adjustments:** With no less than sixty (60) days’ notice to the Tenant and the Subrecipient, the Landlord may propose a reasonable adjustment to be effective no earlier than the 13th month of this Contract. Either the Tenant or the Subrecipient may reject the proposed rent. The Tenant may reject the proposed rent by providing the Landlord with a thirty (30)-day written notice of intent to vacate. If the Subrecipient rejects the proposed rent, the Subrecipient will give both the Tenant and the Landlord thirty (30) days’ notice of its intent to terminate this Contract.
4. **Tenant’s Share of the Rent:** Initially, and until such time as both the Landlord and the Tenant are notified by the Subrecipient, the Tenant’s share of the rent shall be ____ (the “Tenant’s Share”).

Subrecipient Share of the Rental Assistance Payment: Initially, and until such time as both the Landlord and the Tenant are notified by the Subrecipient that there is a change, the Subrecipient’s share of the rent shall be \$____per month due on this date ____ (the “Subrecipient’s Share”). In addition, the amount of rental assistance paid by the Subrecipient may be reduced or terminated due to changes in the Tenant’s income. The Subrecipient will not pay other costs associated with the Tenant’s occupancy, such as cable, storage units, carports, or garages. The Subrecipient shall not be obligated to pay rent for the remaining portion of the term of the lease if the Tenant is no longer occupying the Unit. The Subrecipient’s obligation is limited to making rent payments on behalf of the Tenant in accordance with this Contract. Neither the Subrecipient nor Indiana Housing and Community Development Authority will assume any obligation for the Tenant’s Share or for the payment of any claim by the Landlord against the Tenant.

5. **Payment Conditions:** The right of the Landlord to receive payments under this Contract shall be subject to compliance with all of the provisions of this Contract. The Landlord shall be paid under this Contract on or around the first day of the month for which the payment is due. The Landlord agrees that its endorsement on the check shall be conclusive evidence that the Landlord received the full amount due for the month, and shall be a certification that:
- The Unit is in decent, safe, and sanitary condition and that the Landlord is providing the services, maintenance and utilities agreed to in the lease.
 - The Unit is leased to and occupied by the Tenant.
 - The Landlord has not received and will not receive any payments as rent (from the Tenant, nor from any State, Federal or other sources) for the Unit other than those identified in this Contract.
 - To the best of the Landlord's knowledge, the Unit is used solely as the Tenant's principal place of residence.
 - The Landlord must have a legally binding, written lease for the Unit between it and the Tenant.
6. **Termination of Payments:** This Contract will terminate and the Subrecipient shall no longer have an obligation to pay the Subrecipient's Share under this Contract if:
- The Tenant moves out of the Unit;
 - The lease terminates and is not renewed;
 - The Tenant becomes ineligible to receive rental assistance; or
 - The Unit is no longer eligible.
7. **Repayment of Funds:** The Landlord will be required to repay any funds advanced to it by the Subrecipient during any period of time that any of the Payment Conditions are not met or the Landlord has committed fraud.

D. HOUSING QUALITY STANDARDS AND LANDLORD PROVIDED SERVICES

- The Landlord agrees to maintain the Unit and related facilities in a manner conducive to providing decent, safe and sanitary housing in accordance with 24 CFR 576.403(c) including any services, maintenance and utilities agreed to in the lease.
- The Subrecipient shall have the right to inspect the Unit and related facilities at least annually and at such other times as may be necessary to confirm that the Unit is in decent, safe, and sanitary condition and that required maintenance, services, and utilities are provided.
- If the Subrecipient determines that the Landlord is not meeting these requirements, the Subrecipient shall have the right even if the Tenant continues to occupy the Unit, to terminate payment of the Subrecipient's Share of the rent and/or terminate this Contract.

E. TERMINATION OF TENANCY

The Landlord may evict the Tenant in accordance with applicable State and local laws. The Landlord must give the Subrecipient a copy of any notice to the Tenant asking or requiring it to vacate the Unit, or any complaint used under state or local law to commence an eviction action against the Tenant.

F. FAIR HOUSING REQUIREMENTS

- Non-discrimination:** The Landlord shall not, in the provision of services or in any other manner, discriminate against any person on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status. The obligation of the Landlord to comply with Fair Housing Requirements shall ensure to the benefit of HUD, Indiana Housing and Community Development Authority, and the Subrecipient, any of which shall be entitled to exercise any of the remedies available at law or in equity to redress any breach or to compel compliance by the Landlord.
- Cooperation in Quality Opportunity Compliance Reviews:** The Landlord shall cooperate with the Subrecipient, the Indiana Housing and Community Development Authority, and HUD during compliance reviews, audits, and investigations pursuant to all applicable civil rights statutes, Executive Orders and all related rules and regulations.

G. SUBRECIPIENT AND HUD ACCESS TO LANDLORD RECORDS

- The Landlord shall provide any information pertinent to this Contract which the Subrecipient or HUD may reasonably require.

2. The Landlord shall permit the Subrecipient or HUD or any of their authorized representatives to have access to the premises for the purposes of audit and examination and to have access to any books, documents, papers, and records of the Landlord to the extent necessary to determine compliance with this Contract.

H. VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2013

1. Overview

The core statutory protections of VAWA that prohibit denial or termination of assistance or eviction solely because an applicant or the Tenant is a victim of domestic violence, dating violence, sexual assault, or stalking applied upon enactment of VAWA 2013 on March 7, 2013. The VAWA regulatory requirements under 24 CFR part 5, subpart L, apply to all eligibility and termination decisions that are made with respect to ESG-RR or ESG-HP ("ESG") rental assistance on or after *December 16, 2016*. Accordingly, these requirements must be included or incorporated into ESG rental assistance agreements and lease pursuant to IHCDA's Lease Addendum as provided in 24 CFR 576.106(e) and (g). The Landlord must comply with 24 CFR part 5, subpart L.

2. Required Notice of Occupancy Rights and Certification

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- c. When a program participant begins receiving rental assistance;
- d. When a program participant is notified of termination of rental assistance; assistance;
- e. When the Tenant receives notification of eviction; and
- f. Immediately, either during annual recertification or lease renewal, whichever is applicable, or, if there will be no recertification or lease renewal for a tenant that is currently receiving ESG rental assistance but has not received copies of the notice of occupancy rights which is set forth in Form HUD 5380 and the certification form set forth in Form HUD 5382, through other means.

3. Request for VAWA protections/Documentation

If Tenant seeks VAWA protections set forth in 24 CFR part 5, subpart L, the Tenant must submit such request through the Subrecipient. If an applicant or the Tenant represents to the Subrecipient that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking entitled to the protections under §5.2005, or remedies under §5.2009, the Subrecipient may request, in writing, that the applicant or the Tenant submit to the Subrecipient a completed Form HUD 5382. If an applicant or the Tenant does not provide the documentation requested within 14 business days after the date that the Tenant receives a request in writing for such documentation from the Subrecipient, nothing in 24 CFR 5.2005 or 24 CFR 5.2009, which addresses the protections of VAWA, may be construed to limit the authority of the Subrecipient to:

- a. Deny admission by the applicant or the Tenant to the program;
- b. Deny assistance under the program to the applicant or the Tenant;
- c. Terminate the participation of the Tenant in the program; or
- d. Evict the Tenant, or a lawful occupant that commits a violation of a lease.

A Subrecipient may, at its discretion, extend the 14-business-day deadline. The Subrecipient must work with the landlord or property manager to facilitate protections on the Tenant's behalf. The Subrecipient must follow the documentation specifications in 24 CFR 5.2007, including the confidentiality requirements in 24 CFR 5.2007(c). If the program participant that is entitled to protection, the Subrecipient must notify the owner in writing that the program participant is entitled to protection under VAWA and work with the owner on the program participant's behalf. Any further sharing or disclosure of the program participant's information will be subject to the requirements in 24 CFR 5.2007.

4. Emergency Transfers

The Subrecipient must use and implement the emergency transfer plan set forth in Form HUD-5381 for ESG-RR. The Subrecipient may provide Form HUD-5383 to the tenant if it is requesting an emergency transfer and ask the Tenant to complete this form. If the Tenant qualifies for an emergency transfer and wishes to make an external emergency transfer when a safe unit is not immediately available, the Subrecipient must assist the Tenant in identifying other housing providers who may have safe and available units to which the Tenant could move. At the Tenant's request, Subrecipient will also assist the Tenant in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking. The Subrecipient must provide the Tenant with a list Local

organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

5. Confidentiality

Any information submitted to the Subrecipient, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking (confidential information), shall be maintained in strict confidence by the Subrecipient.

The Subrecipient shall not allow any individual administering assistance on behalf of the Subrecipient or any persons within their employ (e.g., contractors) or in the employ of the Subrecipient to have access to confidential information unless explicitly authorized by the Subrecipient for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

The Subrecipient shall not enter confidential information described above into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is:

- a. Requested or consented to in writing by the individual in a time-limited release
- d. Required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program; or
- e. Otherwise required by applicable law.

The Subrecipient's compliance with the protections of 24 CFR 5.2005 and 24 CFR 5.2009, based on documentation received under this section shall not be sufficient to constitute evidence of an unreasonable act or omission by the Subrecipient. However, nothing in this paragraph shall be construed to limit the liability of the Subrecipient for failure to comply with 24 CFR 5.2005 and 24 CFR 5.2009.

6. Remedies Available To Victims Of Domestic Violence, Dating Violence, Sexual Assault, Or Stalking.

The Landlord understands that it may bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual:

- a. Without regard to whether the household member is a signatory to the lease; and
- b. Without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant.

A lease bifurcation, as provided in this section, shall be carried out in accordance with any requirements or procedures as may be prescribed by Federal, State, or local law for termination of assistance or leases and ESG requirements.

7. Remaining participants following bifurcation of a lease or eviction as a result of domestic violence, dating violence, sexual assault, or stalking.

- a. When a family receiving tenant-based rental assistance separates under 24 CFR 5.2009(a), the family's tenant-based rental assistance and utility assistance, if any, shall continue for the family member(s) who are not evicted or removed.
- b. If a family living in a unit receiving project-based rental assistance separates under 24 CFR 5.2009(a), the family member(s) who are not evicted or removed can remain in the assisted unit without interruption to the rental assistance or utility assistance provided for the unit.

8. Prohibited Denial/Termination

Subrecipient shall ensure that any applicant for or tenant for ESG may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.

9. Construction Of Lease Terms

Landlord understands that an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as:

- a. A serious or repeated violation of a lease for ESG-assisted housing by the victim or threatened victim of such incident; or

- b. Good cause for terminating the assistance, tenancy or occupancy rights to ESG-assisted housing of the victim of such incident.

10. Termination On The Basis Of Criminal Activity

No person may deny assistance, tenancy, or occupancy rights to ESG-assisted housing to a tenant solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking that is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, if the tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking. Notwithstanding the foregoing, the landlord of ESG-assisted housing may bifurcate a lease for the housing in order to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant of the housing and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant of the housing. The Subrecipient of ESG-assisted housing must provide any remaining tenants with an opportunity to establish eligibility and a reasonable time to find new housing or to establish eligibility.

11. Lease Addendum

The Tenant and the Landlord acknowledges that the Tenant must have a legally binding, written lease for the rental unit. The lease must be executed by the Landlord and the Tenant. Each lease executed on or after *December 16, 2016* must incorporate a lease addendum that includes all requirements that apply to tenants, the owner/Landlord or lease under 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), as supplemented by 24 CFR 576.409, including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.2005(b) and (c).

12. Limited applicability of VAWA requirements:

- a. Nothing in this section limits the authority of the Landlord, when notified of a court order, to comply with a court order with respect to:
 - iii. The rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking; or
 - iv. The distribution or possession of property among members of a household.
- b. Nothing in this section limits any available authority of the Subrecipient evict or terminate assistance to a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant. However, the Subrecipient must not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is or has been a victim of domestic violence, dating violence, sexual assault or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance.
- c. Nothing in this section limits the authority of the Landlord to terminate assistance to or evict a tenant under a covered housing program if the Landlord can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to property of the Subrecipient would be present if that tenant or lawful occupant is not evicted or terminated from assistance. In this context, words, gestures, actions, or other indicators will be considered an "actual and imminent threat" if they meet the standards provided in the definition of "actual and imminent threat" in 24 CFR 5.2003.
- d. Any eviction or termination of assistance, as provided paragraph (3) of this section should be utilized by the Landlord only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents.

I. SUBRECIPIENT AND HUD ACCESS TO LANDLORD RECORDS

1. The Landlord shall provide any information pertinent to this Contract which the Subrecipient or HUD may reasonably require.
2. The Landlord shall permit the Subrecipient or HUD or any of their authorized representatives to have access to the premises for the purposes of audit and examination and to have access to any books, documents, papers, and records of the Landlord to the extent necessary to determine compliance with this Contract.

J. RIGHTS OF SUBRECIPIENT IF LANDLORD BREACHES CONTRACT

1. Any of the following shall constitute a breach of this Contract:
 - a. If the Landlord has violated any obligation under this Contract; or
 - b. If the Landlord has demonstrated any intention to violate any obligation under this Contract;
 - c. If the Landlord has committed any fraud or made any false statement in connection with this Contract, or has committed fraud or made any false statement in connection with any other federally –assisted program.
2. The Subrecipient’s right and remedies under the Contract includes recovery of overpayments, termination or reduction of payments and termination of the Contract. If the Subrecipient determines that a breach has occurred, the Subrecipient may exercise any of its rights or remedies under this Contract. The Subrecipient shall notify the Landlord in writing of such determination including a brief statement of the reasons for the determination. The notice by the Subrecipient to the Landlord may require the Landlord to take corrective action by a time prescribed in the notice.
3. Any remedies employed by the Subrecipient in accordance with this Contract shall be effective as provided in a written notice by the Subrecipient to the Landlord. The Subrecipient’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 another time.

K. SUBRECIPIENT RELATION TO THIRD PARTIES

1. The Subrecipient 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 Contract or as a result of any other action or failure to act by the Landlord.
2. The Landlord is not the agent of the Subrecipient and this Contract does not create any relationship between the Subrecipient and any lender to the Landlord or any suppliers, employees, contractors or subcontractors used by the Landlord in connection with this Contract.
3. Nothing in this Contract shall be construed as creating any rights for any third-party beneficiaries to enforce any provision of this Contract or to assert any claim against the Tenant, the Subrecipient, or the Landlord under this Contract, except for HUD or the Indiana Housing and Community Development Authority.

L. CONFLICT OF INTEREST PROVISIONS

No employee of the Subrecipient who formulates policy or influences decisions with respect to the Program and no public official or member of a governing body or State or local legislator who exercise his/her functions or responsibilities with respect to the Program shall have any direct or indirect interest during this person’s tenure or for one (1) year thereafter, in this Contract or in any proceeds or benefits arising from the Contract or to any benefits which may arise from it.

M. TRANSFER OF THE CONTRACT

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

N. ENTIRE AGREEMENT: INTERPRETATION

1. This Contract contains the entire agreement between the Landlord and the Subrecipient. No changes in this Contract shall be made except in writing signed by both the Landlord and the Subrecipient.
2. The Contract shall be interpreted and implemented in accordance with HUD requirements.

O. WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT

1. The Landlord warrants (1) the Unit is in decent, safe, and sanitary condition as defined in 24 CFR 576.403 (c) and that the Landlord has the legal right to lease the Unit covered by this Contract during the term of the lease.
2. The Landlord certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any Federal department or agency or any agency or political subdivision of the State of Indiana.

3. The party, if any, executing this Contract on behalf of the Landlord hereby warrants that authorization has been given by the Landlord to execute it on behalf of the Landlord.

P. LEAD-BASED PAINT

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821–4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851–4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to this Program. Lead-based paint requirements apply to dwelling units built prior to 1978 that are occupied or can be occupied by families with children under six years of age, excluding zero bedroom dwellings. Accordingly the Landlord must cooperate with the Subrecipient to ensure that the following steps are being taken:

1. For every unit:

1. Providing all prospective families with the booklet entitled, "Protect Your Family from Lead in Your Home",
2. **Lead-Based Paint Exemption form** must be completed,
3. Habitability inspection is performed,
4. Inspector must use the **Indiana Habitability Inspection Form**; and
5. Inspector must attend HUD Visual Assessment training at the following link: <http://www.hud.gov/offices/lead/training/visualassessment/h00101.htm> and certificate of completion submitted to IHCD.

2. If child under six is in unit and unit was built prior to 1978 (These additional steps must also be taken):

1. Disclosure of known lead-based paint hazards to prospective tenants before the lease is signed, Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards (**LBP Disclosure Form**) is completed,
2. The Subrecipient and Landlord **must** execute an “**Agreement for Ongoing Maintenance Activities related to Lead-Based Paint Requirements**”, drafted by IHCD,
3. Visual assessment for deteriorated paint must be performed,
4. Deteriorated painted surfaces must be stabilized and hazard reduction activities are performed,
5. Tenants are notified each time such an activity is performed,
6. All work is conducted in accordance with HUD safe practices,
7. Records are maintained concerning paint stabilization by owners of deteriorated paint,
8. Clearance examinations are performed after paint stabilization and before re-occupancy,
9. Ongoing lead-based paint maintenance is performed,
10. If the Subrecipient is notified by a public health department or other medical health care provider, or verifies information from a source other than a public health department or medical health care provider, that a child of less than 6 years of age, living in an COC-RR assisted unit has been identified as having an elevated blood lead level (“EBLL”), the Subrecipient must complete an environmental investigation of the dwelling unit. The environmental investigation must be completed in accordance with program requirements, and the result of the environmental investigation must be immediately provided to the owner of the dwelling unit. In cases where the public health department has already completed an evaluation of the unit, this information must be provided to the owner,
11. Reevaluation shall be conducted and the Subrecipient shall conduct interim controls of lead-based paint hazards found in the reevaluation,
12. Records are maintained concerning a child with an EBLL in a covered unit, and
13. As part of ongoing maintenance asking each family to report deteriorated paint.

WARNING: I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812. Additionally, Landlord may be required to repay rental assistance that it has received through the Program based upon fraudulent information provided by the Landlord.

Landlord Name

Subrecipient

Type or Print name here

Type or print name here

Signature

Date

Signature

Date

Utilize Go8 Software System via www.GoSection8.com and place in participant's file.

24 CFR 576.106 (d) Rent reasonableness. The rent charged for the Unit must be reasonable in relation to rents being charged for comparable unassisted units, taking into account the location, size, type, quality, amenities, facilities, and management and maintenance of each unit. Reasonable rent must not exceed rents currently being charged by the same owner for comparable unassisted units.

Lease Addendum

[Must attach to the Tenant’s lease]

Tenant: _____	Landlord: _____	Unit No. & Address: _____
“Tenant”	“Landlord”	“the “Unit”

This lease addendum adds the following paragraphs to the lease between Tenant and Landlord referred to above:

- A. Purpose of Addendum:** The lease for the above referenced unit is being amended to include the provisions of this addendum (“Addendum”) because the Tenant has been approved to receive rental assistance as a part of the Emergency Solutions Rapid Rehousing Program (“ESG”) program administered by the Indiana Housing and Community Development Authority with federal funding received from the U.S. Department of Housing and Urban Development (“HUD”) therefore, the Lease must comply with the Violence Against Women Reauthorization Act of 2013 (“VAWA”) and it cannot contain lease terms that are prohibited by HUD. Under the ESG program, _____ (hereafter referred to as Subrecipient) will make monthly payments to the Landlord on behalf of the Tenant.
- B. Rental Assistance Payment Contract:** The parties have signed the lease (the “Lease”) for the dwelling unit identified above (the “Unit”) on the condition that the Subrecipient and Landlord will promptly execute a Rental Assistance Payment Contract (“RAP”). The Lease shall not become effective unless a RAP has been executed by both the Landlord and the Subrecipient and is effective the first day of the term of the Lease.
- C. Conflict with Other Provisions of the Lease:** In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.
- D. Term of the Lease:** The term shall begin on _____ (enter start date) and end _____ (enter end date) unless any of the following events occur: (1) the Lease is terminated by the Landlord in accordance with applicable State and local landlord and tenant laws, or (2) the Lease is terminated by the Tenant in accordance with the Lease or by mutual agreement during the term of the Lease (the “Term”).
- E. Rental Assistance Payment:** Each month the Subrecipient will make a rental assistance payment to the Landlord on behalf of the Tenant. This payment shall be credited by the Landlord toward the monthly rent payable by the Tenant. The Tenant shall pay the balance of the monthly rent that is due.
- F. Rent Reasonableness:** In accordance with 24 CFR 982.507, the rent that Landlord charges for the Unit must be reasonable in relation to rents currently being charged for comparable units and must not be in excess of rents currently being charged by the Landlord for comparable units that are not receiving federal rental assistance.
- G. Household Members:** Household members authorized to live in this unit are listed below. The Tenant may not permit other persons to move into the Unit without notifying and obtaining the Landlord’s permission.

Household Member	Relationship to Primary Tenant	Age
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____

H. Habitability Standards: The Landlord shall maintain the Unit in common areas, equipment facilities and appliances in decent, safe, and sanitary condition (in accordance with 24 CFR 576.403(c)) Habitability Standards).

I. Utilities and Appliances: The utilities and appliances listed in Column 2 are provided by the Landlord and included in the rent. The utilities and appliances listed in Column 3 below are not included in the rent and are paid separately by the Tenant.

	Column 2	Column 3
UTILITY / APPLIANCE	Included in Rent	Paid by Tenant
Garbage Collection		
Water / Sewer		
Electricity		
Heating Fuel (specify)		
Refrigerator		
Stove / Range		
Other (specify)		

J. Violence Against Women Reauthorization Act of 2013

1. Overview

The Landlord must comply with 24 CFR part 5, subpart L.

2. Required Notice of Occupancy Rights and Certification

Landlord must cooperate with the Subrecipient to ensure that the notice of occupancy rights which is set forth in Form HUD 5380 and the certification form set forth in Form HUD 5382 is provided to each applicant for ESG rental assistance and the Tenant receiving ESG rental assistance at each of the following times:

- a. When an individual or family is denied rental assistance;
- b. When an individual or family’s application for a unit receiving project-based rental assistance is denied;
- c. When a program participant begins receiving rental assistance;
- d. When a program participant is notified of termination of rental assistance;
- e. When the Tenant receives notification of eviction; and

- f. Immediately, for any existing tenant either during annual recertification or lease renewal, whichever is applicable, or, if there will be no recertification or lease renewal, through other means for any tenant that is currently receiving ESG rental assistance but has not received copies of the notice of occupancy rights which is set forth in Form HUD 5380 and the certification form set forth in Form HUD 5382, through other means.

3. Request for VAWA protections/Documentation

If the Tenant seeks VAWA protections set forth in 24 CFR part 5, subpart L, the Tenant must submit such request through the Subrecipient. If an applicant or the Tenant represents to the Subrecipient that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking entitled to the protections under 24 CFR 5.2005, or remedies under 24 CFR 5.2009, the Subrecipient may request, in writing, that the applicant or the Tenant submit to the Subrecipient a completed Form HUD 5382. If an applicant or the Tenant does not provide the documentation requested within 14 business days after the date that the Tenant receives a request in writing for such documentation from the Subrecipient, nothing in 24 CFR 5.2005 or 24 CFR 5.2009, which addresses the protections of VAWA, may be construed to limit the authority of the Subrecipient to:

- a. Deny admission by the applicant or tenant to the program;
- b. Deny assistance under the program to the applicant or tenant;
- c. Terminate the participation of the tenant in the program; or
- d. Evict the Tenant, or a lawful occupant that commits a violation of a lease.

A Subrecipient may, at its discretion, extend the 14-business-day deadline. The Subrecipient must work with the Landlord or property manager to facilitate protections on the tenant's behalf and the Landlord and the property manager must cooperate with the Subrecipient. The Subrecipient must follow the documentation specifications in 24 CFR 5.2007, including the confidentiality requirements in 24 CFR 5.2007(c). If the Tenant that is entitled to protection, the Subrecipient must notify the Landlord in writing that the Tenant is entitled to protection under VAWA and work with the Landlord on the Tenant's behalf. Any further sharing or disclosure of the Tenant's information will be subject to the requirements in 24 CFR 5.2007.

4. Emergency Transfers

The Subrecipient must use and implement the emergency transfer plan set forth in Form HUD-5381 for ESG-RR provided to it by IHCA. The Subrecipient may provide Form HUD-5383 to the Tenant if it is requesting an emergency transfer and ask the Tenant to complete this form. With respect to tenants who qualify for an emergency transfer and who wish to make an external emergency transfer when a safe unit is not immediately available, the Subrecipient must assist the Tenant in identifying other housing providers who may have safe and available units to which the Tenant could move. At the Tenant's request, Subrecipient will also assist the Tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking. The Subrecipient must provide the Tenant with a list Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

5. Confidentiality

Any information submitted to the Subrecipient, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking (confidential information), shall be maintained in strict confidence by the Subrecipient.

The Subrecipient shall not allow any individual administering assistance on behalf of the Subrecipient or any persons within their employ (e.g., contractors) or in the employ of the Subrecipient to have access to confidential information unless explicitly authorized by the Subrecipient for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

The Subrecipient shall not enter confidential information described above into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is:

- a. Requested or consented to in writing by the individual in a time-limited release
- b. Required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program; or
- c. Otherwise required by applicable law.

The Subrecipient's compliance with the protections of 24 CFR 5.2005 and 24 CFR 5.2009, based on documentation received under this section shall not be sufficient to constitute evidence of an unreasonable act or omission by the Subrecipient. However, nothing in this paragraph shall be construed to limit the liability of the Subrecipient for failure to comply with 24 CFR 5.2005 and 24 CFR 5.2009.

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The Landlord must understand that it may bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual:

- a. Without regard to whether the household member is a signatory to the lease; and
- b. Without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant.

A lease bifurcation, as provided in this section, shall be carried out in accordance with any requirements or procedures as may be prescribed by Federal, State, or local law for termination of assistance or leases and ESG requirements.

7. Remaining participants following bifurcation of a lease or eviction as a result of domestic violence, dating violence, sexual assault, or stalking.

- a. When a family receiving tenant-based rental assistance separates under 24 CFR 5.2009(a), the family's tenant-based rental assistance and utility assistance, if any, shall continue for the family member(s) who are not evicted or removed.
- b. If a family living in a unit receiving project-based rental assistance separates under 24 CFR 5.2009(a), the family member(s) who are not evicted or removed can remain in the assisted unit without interruption to the rental assistance or utility assistance provided for the unit.

8. Prohibited Denial/Termination

Subrecipient and Landlord, as applicable, shall ensure that any applicant for or tenant for ESG may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.

9. Construction Of Lease Terms

Landlord shall ensure that an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as:

- a. A serious or repeated violation of a lease for ESG-assisted housing by the victim or threatened victim of such incident; or
- b. Good cause for terminating the assistance, tenancy or occupancy rights to ESG-assisted housing of the victim of such incident.

10. Termination On The Basis Of Criminal Activity

No person may deny assistance, tenancy, or occupancy rights to ESG-assisted housing to a tenant solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking that is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, if the tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking. Notwithstanding the foregoing, the landlord of ESG-assisted housing may bifurcate a lease for the housing in order to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant of the housing and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant of the housing. The Subrecipient of ESG-assisted housing must provide any remaining tenants with an opportunity to establish eligibility and a reasonable time to find new housing or to establish eligibility.

11. Lease Addendum

The Tenant must have a legally binding, written lease for the rental unit. The lease must be between the Landlord and the Tenant. Each lease must incorporate a lease addendum that includes all requirements that apply to the Tenant, the owner/Landlord or lease under 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), as supplemented by 24 CFR 576.409, including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.2005(b) and (c)

12. Limited applicability of VAWA requirements:

- a. Nothing in this section limits the authority of the Landlord, when notified of a court order, to comply with a court order with respect to:
 - i. The rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking; or
 - ii. The distribution or possession of property among members of a household.
- b. Nothing in this section limits any available authority of the Subrecipient evict or terminate assistance to a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant. However, the Subrecipient must not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is or has been a victim of domestic violence, dating violence, sexual assault or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance.
- c. Nothing in this section limits the authority of the Landlord to terminate assistance to or evict a tenant under a covered housing program if the Landlord can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to property of the Subrecipient would be present if that tenant or lawful occupant is not evicted or terminated from assistance. In this context, words, gestures, actions, or other indicators will be considered an “actual and imminent threat” if they meet the standards provided in the definition of “actual and imminent threat” in §5.2003.
- d. Any eviction or termination of assistance, as provided paragraph (3) of this section should be utilized by the Landlord only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents.

K. Prohibited Lease Provisions: Any provision of the Lease that falls within the classifications below shall not apply and not be enforced by the Landlord.

1. **Agreement to be Sued:** Agreement by the Tenant to be sued, to admit guilt, or to a judgment in favor of the Landlord in a lawsuit brought in connection with the Lease.
2. **Treatment of Property:** Agreement by the Tenant that the Landlord may take, hold, or sell personal property of household members without notice to the Tenant and a court decision on the rights of the parties. This prohibition however, does not apply to an agreement by the Tenant concerning disposition of personal property remaining in the Unit after the Tenant has moved out of the Unit. The Landlord may dispose of this personal property in accordance with the State law.
3. **Excusing the Landlord from Responsibility:** Agreement by the Tenant not to hold the Landlord or Landlord's agents legally responsible for any action or failure to act, whether intentional or negligent.
4. **Waiver of Legal Notice:** Agreement of the Tenant that the Landlord may institute a lawsuit without notice to the Tenant.
5. **Waiver of Legal Proceedings:** Agreement by the Tenant that the Landlord may evict the Tenant or household members without instituting a civil court proceeding in which the Tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
6. **Waiver of Jury Trial:** Agreement by the Tenant to waive any right to a trial by jury.
7. **Waiver of Right to Appeal Court Decision:** Agreement by the Tenant to waive the Tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the Lease.
8. **Tenant Chargeable with Cost of Legal Actions Regardless of Outcome:** Agreement by the Tenant to pay attorney's fees or other legal costs even if the Tenant wins in a court proceeding by the Landlord against the Tenant. The Tenant, however, may be obligated to pay costs if the Tenant loses.

L. Non-discrimination: The Landlord shall not discriminate against the Tenant in the provision of services, or in any other manner, on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status.

M. Fraud: 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 statement or entry, 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 (5) years or both.

Tenant Name

Landlord Name

Type or Print name here

Type or Print name here

Signature

Date

Signature