



LANDLORD TERMS & CONDITIONS

Preparation & Enrollment

Landlords must provide the following:

- Completed **2021** IRS W-9 form (older forms from prior years are not acceptable)
- Copy of the executed lease with the tenant or if no written lease, required certification proving tenancy and ability to provide proof of tenancy (e.g. cancelled check or money order).
- Documentation of Unpaid Rent (ledger, rent roll, etc.)
- Completed Landlord Form/Certification

Landlords will be required to certify:

- **PROOF OF TENANCY:** If no written lease, Landlord must certify lease term, rent amount, and ability to provide proof of tenancy.
- **NO DUPLICATION OF BENEFITS:** Landlord have not received assistance from another program for the same months of rent for this client and will not apply in the future. Landlord will reimburse the TERAP within 10 business days if you receive rent payment for this same time period.
- **NON-EVICTION:** Landlord will release the tenant from payment liability for this time period, waive all claims raised if there is currently an eviction case, and not evict the tenant for the period covered by the TERAP.
- **FEES FORGIVENESS:** Landlord will waive late fees/penalties and not pass court fees to the tenant.

Landlord Terms and Conditions

Please read the following Terms and Conditions carefully before proceeding with your registration.

1. The Tenant named above is one of the Tenants that has occupied the Unit identified above and for which assistance is being requested.
2. Landlord understands that this program requires participation from both the Landlord and a Tenant and if none of the Tenants of the Unit elect to do so, no assistance will be provided.
3. Landlord is not requesting assistance for any month of assistance prior to April 2020.
4. Landlord must accept payment from Administrator via direct deposit, to an insured account at a financial institution within the United States, unless otherwise agreed to by Administrator.
5. That the Unit listed above is not receiving any other form of government assistance for the same months of rent for which this assistance is requested, including tenant-based voucher assistance and project-based assistance, and the Unit is not public housing.

TEXAS CITY EMERGENCY RENTAL ASSISTANCE PROGRAM

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6. That the Property is not owned by a Unit of Local Government or public agency, including but not limited to a City, County, State, Public Housing Authority, Council of Governments Housing Finance Agency, or Local Mental Health Authority or that if it is owned by such entity the name of such entity is noted here.
7. Landlord will not seek to obtain other assistance for the same Unit listed above and for the same months of rent or rental arrears covered by this assistance, that to the extent any such assistance is received, a repayment of this assistance will be repaid to the Administrator within 10 calendar days.
8. Landlord has not previously received, nor (provided Landlord actually receives rental assistance under this program) will apply to receive, rental assistance funded with Community Development Block Grant (CDBG) Coronavirus Relief Act and/or American Rescue Plan (ARP) funds that are for the same period, that, including this assistance, will exceed 6 months in total for this Unit occupied by this Tenant or for any other Unit for this Tenant.
9. That Landlord has attached a copy of the Tenant's lease to this form, or that if there is no written lease, the information provided above regarding the terms of the lease with the Tenant named above and rent amount are true and accurate, and that I have attached proof of Unit ownership or ability to sublease, and payment from or benefiting Tenant dated on or after February 1, 2020.
10. That if the written lease or oral agreement is expired or will expire during period covered by this assistance, Landlord will enter into a new written lease or extend the current lease with Tenant for a monthly payment amount no greater than the monthly amount for the expired or expiring lease or agreement, for a time period at least equal to the period covered by the rent assistance. The new lease may not increase or impose other fees or charges not allowed under the current lease or oral agreement with the tenant, including but not limited to pet rent or trash pick-up. The Landlord may continue to charge all costs, expenses, and fees including but not limited to utility charges if allowed under the original lease.
11. That if there is any portion of the rent or rental arrears that is to be paid by the Tenant or on behalf of the Tenant (Tenant Payment), Landlord confirms receipt of such payment or forgiveness for the portion of rent or rental arrears. If required by the Administrator, prior to the Administrator making an assistance payment to the Landlord, the Landlord will confirm such receipt of payment or forgiveness of the portion of rent or rental arrears.
12. That late fees and penalties for nonpayment of rent or any other costs up until the expiration of the time period covered by the rental assistance actually received by Landlord for the above-named Tenant have been or will be discharged upon payment from Administrator, and if applicable for eviction diversion cases, no court costs will accrue or be charged to the Tenant and the Landlord waives all claims raised in the eviction case.
13. That the Landlord hereby releases the tenant from payment liability for any rent for the time period covered by the assistance actually received by the Landlord, as well as any fees related to that rent. The Landlord will not evict the tenant for any reason that predates the acceptance of the funds or for any reason related to rent or fees during the time period covered by the funds and will not evict the Tenant for a nonmonetary default during the time period covered by the rental assistance actually received, except for actions or breaches of the lease that are related to criminal activity, property damage or physical harm to others. Nothing in this certification shall waive a Landlord's right to file an eviction based on a nonmonetary default that occurs after the expiration of the time period covered by the rental assistance actually received.

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14. Landlord acknowledges that all information collected, assembled, or maintained by Administrator pertaining to this Contract, except records made confidential by law or court order, are subject to the Texas Public Information Act (Chapter 552 of Texas Government Code) and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act.
15. Landlord shall provide the U.S. Department of Health and Human Services or U.S. Department of Housing and Urban Development, as applicable based on the funding source of the assistance, the U.S. Inspector General, the U.S. General Accounting Office, the Texas Comptroller, the Texas State Auditor's Office, the Office of Court Administration and the Texas Department of Housing and Community Affairs, or any of their duly authorized representatives, access to and the right to examine and copy records related to a payment made as a result of this certification.
16. That if the Owner is a different legal entity than the Landlord, that Landlord or Landlord's Agent certifies it has the legal authority to enter into this agreement, and that if an Agent is executing this form that documentation of agency is attached.
17. Notwithstanding anything to the contrary in this certification, the Landlord shall have the right to terminate participation in the program at any time prior to receiving assistance.
18. That the age of the unit in the property has been accurately disclosed above, and Landlord acknowledges that if the year of construction has been represented to be after 1978, and is subsequently found to have been constructed prior to 1978, the assistance provided may be subject to repayment.
19. That the information provided is true, accurate, and complete, and if requested, Landlord is able to provide further documentation to support any representations.