
Program Participant Agreement

This Program Participation Agreement shall be submitted by both the Landlord and the Tenant and will bind each of them to the terms and conditions of the Program.

SECTION 1. Definitions

All capitalized defined terms in this Agreement are defined as provided in the Program Overview.

SECTION 2. Acknowledgement of Compliance

A. The Tenant and Landlord hereby each certify to the following:

1. The Landlord and the Tenant each separately affirm, understand, and acknowledge that payment by the County is conditioned on the Landlord and the Tenant each complying with, and continuing to comply with, their obligations under this Program Participation Agreement, any Program criteria, and the terms of the Workout Agreement to be executed by the Landlord and Tenant.
2. The Landlord and Tenant each separately affirm, understand, and acknowledge that they have read the template of the Workout Agreement that they will be expected to execute in order to complete the Program Application, and that they have no concerns with its terms or the obligations found therein.
3. The Landlord and the Tenant each separately affirm, understand, and acknowledge that they have a separate obligation to, as soon as reasonably possible, notify the Program Administrator should the Tenant vacate the Residential Rental Property at any time before the County provides payment of the Covered Rent to the Landlord. Funding shall not be available under this Program if, at the time of Covered Rent payment by the County, the Tenant is no longer residing at the Residential Rental Property.

B. The Landlord hereby certifies:

1. With the exception of failure to pay rent and/or fees accrued during the Covered Rental Period, the Landlord is currently finds the Tenant to be in compliance with the Lease and is currently not aware of any breaches of the Lease by the Tenant that would give rise to the initiation of eviction proceedings.
2. The Landlord currently has no pending eviction or collection actions against Tenant for reasons other than the Tenant's failure to pay rent and/or fees accrued during the Covered Rental Period, nor are there any notices of non-compliance with the Lease or terms of tenancy that are outstanding, or unresolved, as of this date but for those related to Tenant's failure to pay rent and/or fees that accrued during the Covered Rental Period.
3. If the Landlord does have pending eviction or collection actions against the Tenant due to the Tenant's failure to pay rent and/or fees accrued during the Covered Rental Period, the Landlord hereby agrees to stay such actions until the County: (a) approves the Program Application, at which point the Landlord agrees to withdraw any and all such actions as soon as practicable; or (b) denies the Program Application, at which point the Landlord will be permitted to proceed with such actions.
4. The Landlord affirms, understands, and acknowledges that the County has the right to demand a return of any Covered Rent payment that it might provide the Landlord on the Tenant's behalf

through this Program should the Landlord breach any the of the terms of this Participation Agreement, the Program Criteria, or the Workout Agreement to be executed between the Landlord and the Tenant.

C. The Tenant hereby certifies:

1. With the exception of failure to pay rent during the Covered Rental Period, the Tenant is in full compliance with the Lease between the Landlord and the Tenant.
2. The Tenant gives consent for the Covered Rent payment to be made by the County directly to the Landlord on the Tenant's behalf. Moreover, the Tenant understands and acknowledges that they do not have any claim to the Program funds that are allocated to pay the Landlord.
3. The Tenant hereby understands, affirms, and acknowledges that the Tenant must continue to comply with all terms of the Lease between the Tenant and the Landlord. This includes, but is not limited to, any Lease prohibitions against damage to the leased premises, or any terms for payment for rent and/or fees that accrues after the Covered Rental Period.
4. The Tenant commits to acting in good faith throughout the Program Application process. Such good faith includes, but should not be limited to: (a) completion of the application within 7 *calendar* days from the date the Tenant executes this Program Participation Agreement; and (b) making themselves adequately available to the Program Administrator for any follow-up questions or documentation requests.

SECTION 3. General Terms

- A. This Program Participation Agreement will be executed by each the Landlord and Tenant in counterparts by use of the County's online application portal, with each party's affirmative agreement to its terms being considered binding upon that party regarding the commitments and obligations to which they are assuming by agreeing to participate in the Program.
- B. Nothing in this Program Participation Agreement or Program itself shall in any way be construed as making the County a party to the Landlord and Tenant's the Lease, or the Workout Agreement executed by the Landlord and Tenant as part of their Program Application.
- C. At no point shall the County be considered to have assumed: (a) responsibility for any act or omission of the Landlord or Tenant; or (b) any obligation that the Landlord and Tenant have to one another pursuant to the Lease.
- D. Any damages, costs, expenses, or fees incurred by either the Landlord or Tenant as a result of their participation in the Program be they foreseeable, or unforeseeable, shall be their own respective responsibility.
- E. Assistance or direction provided to the Landlord or Tenant in the Program Application process by either the County or Program Administrator should not in any way be construed as: (a) the County guaranteeing approval of the Program Application; or (b) an agreement by the County to make payment of any nature to the Landlord.
- F. The Landlord and the Tenant each separately declare that the terms of this Program Participation Agreement have been read by and/or to them, that they have had sufficient time to consider the terms and conditions of this Program Participation Agreement, and that this Program Participation Agreement is fully understood by the parties.
- G. If any provision of this Program Participation Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Program Participation Agreement and shall not affect the validity and enforceability of any remaining provisions.

By checking this box I hereby certify that I know that I am entering into this Program Participation Agreement and that I will be bound to comply with the terms and conditions of this Program Participation Agreement.