

Applicant acknowledges that by submitting this application for financial assistance, if funding is awarded, Applicant, as the “Awardee,” has read, understands, and agrees to be bound by the following terms and conditions:

Program: Awardee has submitted or shall submit an application for the Housing & Utilities Financial Assistance Program as described in this Program Application (the “Program”).

Award Period: The County will not accept applications after the earlier of December 1, 2020 or the date funding for the Program is exhausted or allocated for another purpose.

Award Payment: Upon the County’s verification that Awardee qualifies to receive housing and/or utilities financial assistance under the Program, the County will pay an amount to be determined upon processing the application. Awardee acknowledges that the County intends to award a portion of the CARES Funding to Awardee, and further acknowledges that the CARES Funding shall be utilized only for the uses authorized by CARES. Specifically, this program shall only authorize awards for use toward payment of rent/mortgage and utility obligations.

Program Policies: This Application is subject to the policies and procedures of the Program as adopted by the County, which are incorporated in this Application by reference.

Indemnification: Awardee shall indemnify, hold harmless, and defend the County from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees (at the trial and all appellate levels), that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation or breach of any provision or covenant of this Application or applicable law by the Agency, by Awardee, its agents, subcontractors, assigns, heirs, and employees resulting from or arising under this Application.

Governing Laws; Venue: This Application and terms and conditions shall be governed by the laws, rules, and regulations of the State of Florida, and venue shall be in Hillsborough County, Florida.

Compliance with Applicable Laws: Awardee shall comply with the requirements of all applicable federal, state and local laws and the rules and regulations promulgated thereunder, including, but not limited to, Florida’s Public Records Act, Chapter 119, Florida Statutes and specifically including, but not limited to CARES.

Availability of Funds: The obligations of County under the Program are subject to the availability of funds lawfully appropriated for such purposes. In the event sufficient funds to fund an award under this this Application become reduced or unavailable or are subsequently determined not to be eligible to fund such award, County shall notify Awardee of such occurrence, and County may terminate such award, without penalty or expense to County, upon no less than twenty-four (24) hours written notice to Awardee. County shall be the final authority as to the availability of funds and how available funds will be allotted.

Public Records: This Application, including attachments, is subject to disclosure under Florida’s public records law subject to limited applicable exemptions. Awardee acknowledges, understands, and agrees that, except as noted below, all information in its application and attachments will be disclosed, without any notice to Awardee, if a public records request is made for such information,

and the County will not be liable to Awardee for such disclosure. Social security numbers collected, maintained and reported by the County must comply with IRS 1099 reporting requirements and are exempt from public records pursuant to Florida Statutes §119.071.

If Awardee believes that information in the Application, including attachments, contains information that is confidential and exempt from disclosure, Awardee must include a general description of the information and provide reference to the Florida statute or other law which exempts such designated information from disclosure in the event a public records request is made. The County does not warrant or guarantee that information designated by Applicant as exempt from disclosure is in fact exempt, and if the County disagrees, it will make such disclosures in accordance with its sole determination as to the applicable law.