

Landlord acknowledges that by registering for the Hillsborough County Rapid Response Recovery (R3) Emergency Rental Assistance Program (ERAP) to receive financial assistance, if funding is awarded, the “Registrant” has read, understands, and agrees to be bound by the following terms and conditions. Funds available under this program are Federal funds originally appropriated by Congress as part of section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020). The County is awarding these funds in accordance with applicable laws, US Treasury guidelines, and County policies and procedures.

Program:

Registrant has registered or will register for the Emergency Rental Assistance Program as described in this program application (the “Program”).

Award-Payment:

Upon the County’s verification that a tenant applicant qualifies to receive housing and/or utilities financial assistance under the Program, the County will pay an amount to the Registrant to be determined upon processing the application. Registrant acknowledges that the County intends to award a portion of the ERAP Funding to Registrant, and further acknowledges that the ERAP Funding shall be utilized only for the uses authorized by the applicable federal law. Specifically, this County program at this time shall only provide financial assistance for use toward payment of rental arrears and utility costs arrears. Arrears incurred since March 13, 2020 are eligible for award providing all other eligibility requirements are met.

Representation as to Non-Duplication of Federally Funded Rental Assistance:

Registrant represents that any rental assistance provided by the Emergency Rental Assistance Program is not duplicative of any other Federally funded rental assistance.

Attestation as to Eligibility of Household, and Accuracy:

Registrant attests that the household consists of 1 or more individuals who are obligated to pay rent on a residential dwelling. Registrant attests that all information included in the registration is correct and complete.

Award Period:

The County plans to administer this Program through July 31, 2021 or the date by which funding for the Program is exhausted.

Indemnification:

Registrant 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 Registrant, its agents, subcontractors, assigns, heirs, and employees resulting from or arising under this Application.

Governing Laws; Venue:

This Registration 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:

Registrant 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 the Consolidated Appropriations Act, 2021 (the "Act"), [Public Law 116-260](#).

Availability of Funds:

The obligations of the County under this Program are subject to the availability of funds lawfully appropriated for such purposes. In the event sufficient funds to fund an award become reduced or unavailable or are subsequently determined not to be eligible to fund such award, County shall notify Registrant 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 Registrant. County shall be the final authority as to the availability of funds and how available funds will be allotted.

Public Records:

This Registration, including attachments, is subject to disclosure under Florida's public records law subject to limited applicable exemptions. Registrant acknowledges, understands, and agrees that, except as noted below, all information in its registration and attachments will be disclosed, without any notice to Registrant, if a public records request is made for such information, and the County will not be liable to Registrant 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 Registrant believes that information in the Registration, including attachments, contains information that is confidential and exempt from disclosure, Registrant 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 Registrant 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.

Enforcement & Audits:

If the County ascertains – via audit or otherwise – that the Registrant misspent awarded funds (e.g. did not apply awarded funding to rental arrears), the Registrant must promptly return those funds to the County. Failure to promptly return the funds may result in the County seeking any available legal remedy. Note that audits may be conducted by the Federal awarding agency, Inspectors General, the Comptroller General of the United States, the Hillsborough Clerk of Court & Comptroller and Hillsborough County, or any of their authorized representatives, and the Registrant agrees to allow these entities the right to access any documents, papers or other records pertinent to the Federal award. These documents, paper and other records must be maintained until December 31, 2026.

Additional Terms & Conditions:

By signing this registration, you as a participating landlord:

- Will work with your tenants in good faith to assist with and participate in the Program application process, e.g. provide ledgers to prove past-due balances, record applied payments;
- Attest to the veracity and completeness of all information provided as part of this program registration process;

- Will apply awarded funds to the past-due accounts of tenants who are approved as a part of this program, and will apply those funds to the months specified by the Program;
- Agree to keep records proving that tenants' accounts were credited (amounts, months) for a period of at least five years;
- Shall not evict a tenant for nonpayment if you have been notified as part of this program that said tenant has been approved and payment covering all of the tenant's arrears during the eligibility period, up to funding maximums, is forthcoming;
- Will work in good faith to establish payment plans for your tenants who are approved as part of the program but whose past-due accounts will not be brought current by the awarded funding (e.g. they owe \$8,000 but you receive \$7,500 to apply to their past-due balances);
- Understand that total funding amount is subject to: a) the eligibility of the costs requested, and b) the availability of funds available. The tenant must meet all necessary criteria in order for you to be awarded funds;
- Understand that if you do not agree to these terms and conditions, then payments for rental arrears may be directed to your tenants and you will not be notified when your tenants receive those payments.

