






SECTION A: Lease Information					
	Property Information for Primary Residence ("Property")	Address: _____			
		Complex name, if applicable: _____			
		City: _____	State: NC	Zip: _____	County: _____
	Tenant Information: <i>Name listed in row 1 is Head of Household and shall sign on behalf of Tenant and household members.</i>	1. _____			
		2. _____			
		3. _____			
		4. _____			
		5. _____			
		6. _____			
		7. _____			
	Property Landlord/Property Manager ("Landlord"):				
	Lease Term: _____ to _____		Current lease arrangement: <input type="checkbox"/> Written <input type="checkbox"/> Oral		
	Monthly Rent amount: \$ _____		<i>*If the lease is oral, Landlord and Tenant must formalize the agreement in Section D below.</i>		
	Are the following utilities included in the lease and/or paid by Landlord on Tenant's behalf?	Sewage/Wastewater? <input type="checkbox"/> YES <input type="checkbox"/> NO	Water? <input type="checkbox"/> YES <input type="checkbox"/> NO	Electricity? <input type="checkbox"/> YES <input type="checkbox"/> NO	Gas/Propane? <input type="checkbox"/> YES <input type="checkbox"/> NO
	<input type="checkbox"/> April 2020 <input type="checkbox"/> May 2020 <input type="checkbox"/> June 2020 <input type="checkbox"/> July 2020 <input type="checkbox"/> August 2020 <input type="checkbox"/> September 2020 <input type="checkbox"/> October 2020	<input type="checkbox"/> November 2020 <input type="checkbox"/> December 2020 <input type="checkbox"/> January 2021 <input type="checkbox"/> February 2021 <input type="checkbox"/> March 2021 <input type="checkbox"/> April 2021	The months checked are the months that Tenant is requesting rent assistance and is for the "covered assistance" period. Landlord must attest below that the arrears are correct and true. For any future rent payments, Landlord must attest to extended lease terms. <i>The HOPE Program may only cover up to six months of arrears or future rent combined. Rent prior to April 1, 2020 is not eligible.</i>		
SECTION B: Rent Assistance Grant Funds					
	Total Grant Amount for Rent Assistance to be provided:				\$ _____
	Awarding Community Partner	Organization: _____			
		Mailing address: _____			
		Phone: _____		Fax: _____	
E-mail (if applicable) _____					

### SECTION C: Terms and Conditions

This agreement details the rights and responsibilities of both Landlord and Tenant under the North Carolina Housing Opportunities + Prevention of Eviction ("HOPE") Program. If approved, the HOPE Program will pay the rent and applicable utilities included in rent for a total Grant Amount as stated in SECTION B for Tenant. If Landlord separately receives HOPE Program utility assistance on behalf of Tenant, Landlord shall be subject to the same conditions and attestations herein. For the purposes of this agreement, HOPE Program funds and assistance includes all funds, including utility assistance,

made on behalf of applicant Tenant to Landlord. "Tenant" shall mean applicant and household members at the "Property" as defined below.

C(1) By signing below, Landlord:

- attests that Landlord is owner of the Property, property manager, broker, or otherwise with legal standing duly and lawfully authorized to enforce the terms for Property lease, and that Tenant and Landlord have had a valid landlord/tenant relationship for the months in which Tenant is receiving HOPE Program rent and utility assistance.
- will provide documentation to the awarding Community Partner upon request, including verification of an oral lease, W-9 form, and documentation as necessary to obtain disbursement of funds or perform compliance monitoring.
- attests that information in SECTION A: Lease Information is true and correct to the best of your knowledge.
- attests that Tenant occupied the residence during the covered assistance period to the best of your knowledge.
- attests that Landlord has not received any other rent relief, utility assistance, or other assistance benefitting Tenant for the covered assistance period of HOPE Program funds.
- **affirms under penalty of perjury that the facts set forth in these statements are true and accurate.**

C(2) Further, by signing below and as a condition of accepting HOPE Program funds, Landlord:

- agrees that they shall not evict Tenant for non-payment of rent, fees, utilities, or other payments required by the lease within 90 days after the last month's rent paid by HOPE Program on behalf of Tenant, or for the duration of the lease, whichever is longer. Landlord also agrees that they shall not bring an action against Tenant for breach of the lease due to non-payment of rent or fees, and that they are prohibited from bringing a cause of action for collection of debt for rent and fees owed that are paid by HOPE Program assistance.
- agrees to take any and all actions necessary to dismiss or withdraw current summary ejectment proceedings (eviction) against Tenant immediately upon signing this agreement, including withdrawal of a Writ of Possession. Landlord also agrees to not assess any costs or fees of any kind against Tenant for the dismissed or withdrawn proceedings.
- agrees to work with Tenant to forgive or develop an appropriate and reasonable payment plan for rent and fees prior to April 1, 2020 and for all other rent and fees not covered by term of rent assistance.
- agrees to not increase the rent or fees for the duration of the lease.
- releases Tenant from any remaining obligations, fees, or costs for any past due or future rent for which HOPE Program assistance is received.
- agrees to maintain a safe and habitable dwelling consistent with North Carolina law and local codes, or federal law if applicable and stricter.
- attests that HOPE Program utility assistance will be immediately directed to the appropriate utility service provider in the instance where Landlord receives utility assistance funds on behalf of Tenant and the lease specifies Tenant is required to pay for those utilities via the Landlord.
- acknowledges that the HOPE Program is for the benefit of Tenant, and all provisions of this agreement shall be read in favor of furthering the goals of the HOPE Program to prevent evictions and provide housing stability.
- expressly acknowledges that this **SECTION A and C(2) OF THIS AGREEMENT IS AN EXPLICIT ADDENDUM TO THE LEASE BETWEEN LANDLORD AND TENANT**. If there are inconsistencies between the lease and this addendum, the terms of this addendum prevail. *Section C(2) shall further be read as an attestation and obligation of Landlord as a condition of receiving HOPE Program funds, so that even if this addendum is prohibited to be incorporated by law, that the effect is the same.*

**SECTION D: LANDLORDS AND TENANTS WITH AN ORAL LEASE AT TIME OF HOPE PROGRAM APPLICATION:**

If there is no written lease between Landlord and Tenant, this agreement shall serve as a written lease agreement between Landlord and Tenant:

**ALL provisions in SECTION A and C(2) of this Agreements apply to Lease.**

**TERM:** The term of the lease shall include the covered assistance period.

**RENT:** The rent amount shall be the amount stated in "Monthly Rent Amount" in Section A.

**NOTICE:** Parties must provide 30 days notice to terminate lease, except that Landlord shall not evict or terminate tenancy of Tenant during the period stated in Section C(2).

\_\_\_\_\_ Tenant initials \_\_\_\_\_ Landlord Initials

**SECTION E: Rights and Responsibilities of NCORR and the Community Partner**

Landlord and Tenant acknowledge that NC Office of Recovery and Resiliency (NCORR), the State of North Carolina and its designees may exercise whatever remedies available to seek repayment or recapture of grant funds from Landlord or Tenant, as appropriate and at NCORR's discretion. Landlord and Tenant acknowledge that the HOPE Program awarding Community Partner and NCORR make no representation or warranty regarding the condition of any property or rental unit for which HOPE Program funds or assistance is received and that issuance of HOPE Program funding on behalf of any tenant to any landlord or property owner should not be construed as the awarding Community Partner or NCORR acceptance of any property condition(s) or approval of the terms of any lease that has been provided as a part of the application. NCORR and Community Partner further have no liability or responsibility in enforcing the provisions of this agreement on behalf of either party, and shall not pay any other claim by either party to either party. The State of North Carolina, NCORR and the awarding Community Partner shall not be required to join any proceedings to enforce the provisions herein against either party.

**Counterparts:** *This agreement may be executed (including electronically executed) in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.*

**Landlord/Property Agent**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Contact Information**

Contact Phone: \_\_\_\_\_

Mailing/Company Address: \_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

**Tenant**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Contact Information**

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

REMINDER: The Landlord and Tenant HOPE Program Agreement must be fully executed before HOPE Program funds may be disbursed to Landlord. Landlord will be contacted by the HOPE Community Partner regarding W-9 form submittal and/or bank routing information, so accurate Landlord contact information must be provided.