

HOUSTON-HARRIS COUNTY EMERGENCY RENTAL ASSISTANCE PROGRAM

Administered by Catholic Charities of the Archdiocese of Galveston-Houston and BakerRipley



LANDLORD TERMS AND CONDITIONS

A participating Landlord must agree to the following Program Terms and Conditions with Landlord's agreement qualifying as being applicable to all Tenants receiving rental assistance in all properties owned by Landlord within the Program:

- Give the tenant credit for any partial payments.
- Waive all late fees, penalties, and interest for past due rent.
- Not pursue enforcement (other than minimum efforts necessary to preserve Landlord's rights pursuant to such) of any judgements, writs of possession or other litigation issued or available to Landlord regarding all tenants who have applied for rental assistance until a final determination by the Program that an applicant is not eligible or selected for assistance under the Program.
- Rescind or cancel any prior notice to vacate, and dismiss any eviction suit Landlord may have filed and rescind or cancel any writ of possession received for the premises based solely upon nonpayment for the month(s) to which the assistance applies, within 5 business days of the Landlord's receipt of the above-described payment from the Agency.
- Refrain from issuing a notice to vacate, initiating an eviction proceeding, or performing an eviction against Qualified Tenants as defined by the Centers for Disease Control and Prevention (CDC) through dates consistent with the nationwide eviction moratorium; Landlord retains the right to pursue eviction if a Qualified Tenant, occupants of the Qualified Tenant's Unit or guests engage in conduct constituting a non-monetary default of the Qualified Tenant's lease or presents an imminent threat of (i) physical harm to the Landlord, its employees, or other tenants, or (ii) criminal activity that would pose an imminent threat of physical harm to the Landlord, its employees, or other tenants.
- Not to interfere with the tenant's possession of the rental unit/property.
- Acknowledge and agree that receipt of any payments on behalf of Tenants under this Program are made in full and complete settlement and satisfaction of all litigation, claims, demands, and causes of action which have been, or could be, asserted by Landlord as a consequence of any and all alleged defaults related to payments of rent or other recurring financial obligations under the Lease prior to Landlord's receipt of any payments under the Program.
- Ensure Payments received from Program are posted to Tenant's account within five (5) business days from the date of payment from Program Administrator.

- Acknowledge the Tenant's role as a third party beneficiary of this Agreement, inclusive of all rights to pursue the enforcement of this Agreement and/or introduce the same as a defense in any future litigation between Landlord and the tenant regarding rental, lease disputes, possession of the subject premises, or other litigation regarding the premises.
- Acknowledge and agree to reimburse Program Administrator for any duplicate payments, over-payments or errors in payments, and agree that Program Administrator may recoup any ACH payment that was erroneously made through a reversal of payment.
- Program administrators reserve the right to remove Landlord from this Program in the event that Landlord defaults on any of the terms of this Agreement or is not eligible as a Participating Landlord.
- Landlord agrees that it will defend, indemnify, and hold harmless the Program Administrators, City of Houston, and Harris County, their employees, representatives, and agents from any and all claims arising from the performance or nonperformance of this Agreement, arising in whole or in part from actual or alleged errors, omissions, or negligence of Landlord.