



CITY OF MIRAMAR

COVID-19 EMERGENCY RENT AND UTILITIES ASSISTANCE

INSTRUCTIONS TO APPLICANT:

1. Completed forms and application along with all required documentation can be placed in the drop box at: Community Redevelopment Associates of Florida, Inc.
8569 Pines Blvd, Suite 207
Pembroke Pines, FL 33024
2. **To expedite the process**, completed forms, application and documentation can be emailed to ncasado@crafla.org or faxed to (954) 431-6882. **Please note that incomplete application will be rejected.** **The original forms, application and documentation must be dropped off at Community Redevelopment Associates of Florida within three (3) business days of submitting the online application.**
3. Provide a copy of signed lease agreement.
4. Provide proof of loss of income due to COVID-19 pandemic.
5. Provide proof of residing at the rental unit such as a copy of the latest utility bill and a copy of driver's license.

INSTRUCTIONS TO LANDLORD:

6. COVID-19 Emergency Rent and Utilities Assistance provides **rent and/or utility payments up to a maximum of \$7,000 for the rent installments not fulfilled by the tenant.** **The amount will include any other fees.** A letter is required from the landlord and the letter needs to indicate: (a) the monthly rent amount, (b) owed amount and (c) the number of bedrooms the leased housing unit contains. If assistance is for utility payments the applicants are required to provide the utility statements.
7. The attached Rental Eviction Protection Agreement (pages 19-24) needs to be completed and returned to Community Redevelopment Associates of Florida. Please note we require two (2) copies of the documents notarized with signatures.
8. A W-9 Form and a Vendor Information Form are to be completed by the landlord. The forms are required to add the landlord as a vendor to the City of Miramar's database so that a check can be issued.

COVID-19 EMERGENCY RENT AND UTILITIES ASSISTANCE

FAQ – Frequently Asked Questions



Q. What is the purpose of this program?

A. The program provides a one-time Emergency Rent and Utility assistance to eligible Miramar residents who have experienced loss of income, reduction of working hours or unemployment as a result of the COVID-19 pandemic.

Q. Who is eligible to apply for the COVID-19 Emergency Rent and/or Utility Assistance?

A. Qualified Extremely Low, Very Low and Low Income residents of the City of Miramar who are impacted by COVID-19. Refer to 2020 Income Limits Chart.

Q. What conditions must have occurred for an applicant to be considered for the assistance?

A. 1) Loss of work/pay due to involuntary job loss in line with the Coronavirus pandemic
2) Applicant requires assistance to pay rent/utilities due to the Coronavirus pandemic
3) Involuntarily loss of verifiable income from other sources (Temporary or permanent).

Q. How can someone apply for the COVID-19 Emergency Rent and/or Utility Assistance?

A. Download the application or call Community Redevelopment Associates of Florida, 954-431-7866 Ext: 110 and request an application to be mailed.

Q. How can I submit the application online if I do not have a computer?

A. Residents with limited or no access to a computer/technology should contact the City of Miramar's Community Services Department at (954) 889-2719.

Q. How much money is available for each applicant?

A. The City will assist up to a maximum of \$7,000 for unpaid monthly rent and/or unpaid utilities. With a maximum of three months of rent or utility bills. *Assistance will be applied toward non-refundable costs only.*

Q. How many times can an applicant receive assistance?

A. Only once.

Q. How much income can an applicant make?

A. The program is open to persons of Extremely Low Income, Very Low Income, and Low Income who reside in the City of Miramar. Income limits are based on income and family size. Priority will be given

to special needs households and applicants whose income was Extremely Low, Very Low or Low prior to COVID-19.

Refer to 2020 Income Limits Chart.

Q. Can an applicant rent from a friend or family member?

A. Yes, Assistance may be provided to qualifying households residing as tenants in a residential housing unit owned by a friend or family member. *Tenancy must be evidenced by a valid lease. Housing units occupied by the owner or any person with an interest in the housing unit are ineligible.*

Q. Does the applicant have to repay the Covid-19 Emergency Rent and/or Utility Assistance award?

A. No. The funds are part of the City’s effort to assist with housing affordability and community stability. No repayment of assistance will be required by the City unless it is determined that fraudulent information was provided to obtain assistance.

Q. Which housing units can be assisted?

A. Residential housing units; single-family homes, townhouses and apartments. Mobile homes are not eligible for assistance.

Q. Are those with special needs given priority?

A. Yes. All special needs households, as defined by Chapter 67-37.002(13), F.A.C will be given priority by income (extremely low, very low and low) respectively.

2020 Income Limits Chart Adjusted to Household Size
Effective April 1, 2020

| Household Size | Extremely Low Income 30% AMI and Lower | Very Low Income 31% to 50% AMI | Low Income 51% to 80% AMI |
|----------------|---|-----------------------------------|------------------------------|
| 1 | \$18,750 | \$31,200 | \$49,950 |
| 2 | \$21,400 | \$35,650 | \$57,050 |
| 3 | \$24,100 | \$40,100 | \$64,200 |
| 4 | \$26,750 | \$44,550 | \$71,300 |
| 5 | \$30,680 | \$48,150 | \$77,050 |
| 6 | \$35,160 | \$51,700 | \$82,750 |
| 7 | \$39,640 | \$55,250 | \$88,450 |
| 8 | \$44,120 | \$58,850 | \$94,150 |

For More Info:

Community Redevelopment Associates of Florida, Inc.
8569 Pines Blvd. Suite 201
Pembroke Pines, FL 33024
Phone: 954.431.7866
Fax: 954.431.6882
www.crafla.com

Office hours: Monday to Thursday from 8:30 AM - 5:00 PM
Closed for lunch from 12:30 PM -1:30 PM.



THE CITY OF MIRAMAR COVID-19 EMERGENCY RENT AND UTILITIES ASSISTANCE TERMS AND CONDITIONS

COVID-19 EMERGENCY RENT AND UTILITY ASSISTANCE provides financial assistance for households to prevent rental eviction within the City of Miramar. The assistance provides eligible households with rental and/or utility payment, up to a maximum of \$7,000 during COVID-19 pandemic. **This program is not on-going monthly rental assistance.** Priority will be given by income (Extremely Low, Very low and Low Income) respectively.

- Eligible housing units can be anywhere in the City of Miramar.
- Applicants must meet the appropriate income guidelines as established by the State of Florida.
- Applicant may not reapply for the COVID-19 EMERGENCY RENT AND UTILITIES ASSISTANCE after receiving assistance from the City.

Maximum Amount of Assistance: \$7,000 (maximum three months).
Property Eligibility: Residential Properties except for Mobile Homes.

Federal and State statutes, regulations and programs governing this application are subject to change at any time. The City of Miramar collects information, including social security numbers, for the purposes of qualifying households and providing assistance with funding made possible by local, Federal and State government resources. Applications must be completed in entirety to be processed and approved. Once you have submitted an application, it is a matter of public record and will not be returned to you.

I/WE the undersigned agree and accept the terms and conditions of the COVID-19 EMERGENCY RENT AND UTILITIES ASSISTANCE as a condition of receiving grant assistance under the program should I/We be income eligible for assistance.

| | | | |
|--------------------------------|------|--------------------------------|------|
| Applicant's Signature | Date | Co-Applicant's Signature | Date |
| Household Member (18 and over) | Date | Household Member (18 and over) | Date |
| Household Member (18 and over) | Date | Household Member (18 and over) | Date |



PUBLIC RECORDS DISCLOSURE AND ACKNOWLEDGMENT

Information provided by the applicant may be subject to Chapter 119, Florida Statutes regarding "Open Records." Information provided by you that is not protected by Florida Statutes can be requested by any individual for their review and/or use. This is without regard as to whether you qualify for funding under the program(s) for which you are applying. The determination regarding the release of information pursuant to an Open Records request shall be made by the City pursuant to statute.

Having been advised of this fact prior to making application for assistance or supplying any information, I/We agree to hold harmless and indemnify Community Redevelopment Associates of Florida, Inc., and the **City of Miramar**, any governmental agency, its officers, employees, stockholders, agents, successors and assigns from any and all liability and costs that may arise due to compliance with the provisions of Chapter 119, Florida Statutes.

I/We agree that neither Community Redevelopment Associates of Florida, Inc. nor the **City of Miramar** have any duty or obligation to assert any defense, exception, or exemption to prevent any or all information given to Community Redevelopment Associates of Florida, Inc. or the **City of Miramar** in connection with this application, or obtained by them in connection with this application, from being disclosed pursuant to a public records law request.

Furthermore, by signing below, I/We agree that neither Community Redevelopment Associates of Florida, Inc., nor the **City of Miramar** have any obligation or duty to provide me/us with notice that a public records law request has been made.

I/We agree to hold harmless Community Redevelopment Associates of Florida, Inc., and the **City of Miramar** or any governmental agency, its officers, employees, stock holders, agents, successors and assigns from any and all liability that may arise due to my/our applying for any rental assistance grant or any matter arising out of any rental assistance project funded by the **City of Miramar**.

Applicant's Signature Date Co-Applicant's Signature Date

Household Member (18 and over) Date Household Member (18 and over) Date

Household Member (18 and over) Date Household Member (18 and over) Date



NOTICE OF COLLECTING SOCIAL SECURITY NUMBER FOR GOVERNMENT PURPOSE

The City collects your social security number for a number of different purposes. The Florida Public Records Law (specifically, section 119.071(5), Florida Statutes (2007), requires the City to give you this written statement explaining the purpose and authority for collecting your social security number.

Your Social Security Number is being collected for the purposes of income certifying you for the City’s housing assistance program which requires third-party verification of assets, employment and income. In addition, this information may be collected to verify unemployment benefits, social security/disability benefits and other related information necessary to determine income and assets and your eligibility for the program that is funded by local, Federal and/or State program dollars.

Authorization to Collect Social Security Number

- 24 CFR 5.609, referred to as "Part 5 Annual Income" - Code of Federal Regulations.
- 24 CFR92.203 Income Determinations for HOME Program
- U.S. HUD Technical Guide for Determining Income and Allowances for the HOME Program (Third Edition (HUD-1780-CPD, January 2005).
- State Housing Initiatives Partnership Program –SHIP Program Manual (Revised June 2005)
- City of Miramar Housing Program Policies and Procedures.

Your social security number will not be used for any other intended purpose other than verifying your eligibility for the City’s program.

I/WE have read and understand this information.

Applicant’s Signature Date

Co-Applicant’s Signature Date

Household Member (18 and over) Date

Household Member (18 and over) Date

Household Member (18 and over) Date

Household Member (18 and over) Date



CONFLICT OF INTEREST DISCLOSURE

In accordance with 24 CFR 570.611 applicants can be denied participation in the Housing, and Rehabilitation Program if a conflict of interest exists. A conflict of interest exists if an applicant is an employee, agent, consultant, officer, elected official or appointed official of the recipient or subrecipients **and** the applicant currently or within the past 12 months:

1. Exercises or has exercised any functions or responsibilities with respect to funds for this program.
2. Participates or has participated in the decision making process related to funds for this program.
3. Is or was in a position to gain inside information with regard to program activities.

A conflict of interest may also arise if an applicant for assistance is related by family or has business ties to any employee, officer, elected or appointed official or agent of a unit of local government who exercises any functions or responsibilities with respect to the Housing, and Rehabilitation Program. When a conflict of interest or perceived conflict of interest exists, the applicant must acknowledge the conflict.

Please read statement #1 and #2 and check the statement that applies to you.

 1. **A conflict of interest DOES NOT EXIST** as it relates to the Housing, and Rehabilitation Program Application.

 2. **A conflict of interest DOES EXIST** as it relates to the Housing, and Rehabilitation Program Application.

If you placed a checkmark by statement, #2 please explain the Conflict of Interest:

I/We have read and understand what a Conflict of Interest is as it pertains to the City’s Housing, and Rehabilitation Program Application.

| | |
|---------------------|-------|
| <hr/> | <hr/> |
| Applicant Signature | Date |

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|--------------------------------|-------|
| <hr/> | <hr/> |
| Household Member (18 and over) | Date |

| | |
|--------------------------------|-------|
| <hr/> | <hr/> |
| Household Member (18 and over) | Date |



CITY OF MIRAMAR COVID-19 EMERGENCY RENT AND UTILITIES ASSISTANCE SUPPORTING DOCUMENT

Dear Applicant,

The documents listed below must be submitted with your completed application, which consists of a completed application form **AND** all the applicable supporting documentation as listed below.

- 1) **Completed Application Form:** All sections of the application must be completed (no blank spaces). **Your application will not be accepted if incomplete. You must submit the original document to Community Redevelopment Associates of Florida, Inc.**

Please provide photocopies of the below documents. WE DO NOT MAKE COPIES.

- 2) **Proof of rental:**
 - a) Copy of lease agreement.
- 3) **Six (6) most recent pay stubs or earnings statements showing the employee's name, gross pay per pay period, deductions, and frequency of pay for every household member 18 years and older.**
- 4) **Last six (6) months bank statements for every household member.** We need each page of the bank statements.
- 5) **Federal income tax returns filed with the IRS for the last two (2) years AND W-2's for the last two (2) years. We will accept:**
 - a) A copy of the original signed federal tax return with W-2's **and**
 - b) A transcript of your federal return from the IRS with W-2's. You can request a transcript by filling out IRS form 4506-T and sending to the IRS. The form can be obtained from the IRS website www.irs.gov, by calling the IRS at 1-800-829-3676, or by going to the IRS office **or**
 - c) Letter of Non-filing
- 6) **Proof of number of dependents claimed** (Dependents must be listed on your federal tax return).
 - a) Birth Certificate on which the parent/applicant's name is listed **or**
 - b) School records which give the parent's name and address **or**
 - c) Court-ordered letters of guardianship **or**
 - d) Divorce decree **or**
 - e) Letters of adoption
 - f) If a dependent 18 and over is a full-time student, please submit a copy of their class schedule in addition to the above statements.



SUPPORTING DOCUMENTATION Page 2

- 7) **Social Security Cards for all household members.**
- 8) **Proof of citizenship or legal alien status documents.**
 - a) United States of America birth certificate **or**
 - b) U.S. Passport **or**
 - c) Alien registration card **or**
 - d) Other acceptable evidence of legal residency
- 9) **If you are divorced, we need a copy of your divorce decree or certified court documents.**
- 10) **Self-Employment Income.** Schedule C, E, or F must be included with your federal income tax return

AND

 - a) Accountant or bookkeeper's statement of net income expected for the next 12 months printed on the accountant/bookkeeper's company letterhead **or**
 - b) A notarized, sworn statement from the self-employed individual of net income expected for the next 12 months.
- 11) **Social Security, Supplemental Security Income (SSI), and Disability benefits** - An award or benefit notification letter prepared and signed by the authorizing agency.
- 12) **Unearned Income.** Please provide documents for all that apply.
 - a) Unemployment Compensation - Unemployment benefit award notice with six (6) most recent copies of unemployment check stubs.
 - b) Disability Compensation - Notice of eligibility from employer or authorizing agency and six (6) most recent copies of check stubs.
 - c) Worker's Compensation - Notice of eligibility with amount awarded and six (6) most recent copies of check stubs.
 - d) Severance Pay - Notice of employer stating the amount received in severance pay.
 - e) Welfare or other needs-based payments given to any household members.
- 13) **Unemployed household member not receiving unemployment benefits or income.** Please provide a notarized, sworn statement from the household member stating that unemployment benefits are not received and he/or she is not receiving any income.
- 14) **For Alimony or Child Support Payments**
 - a) A printout from the court or governmental agency through which payments are being made **or**
 - b) An original notarized letter from the non-custodial parent stating the amount given weekly, bi-weekly, or monthly **or**
 - c) An original notarized statement from custodial parent stating that child support is not received for each child.



SUPPORTING DOCUMENTATION Page 3

- 15) **For Veterans Administration Benefits:** Benefactor's written confirmation of amount of assistance for the next 12 months.
- 16) **Assets** - Please bring current statements for the below assets for each household member if applicable. We need all pages of each statements submitted and listed on your application form.
- a) 401(K) / 403(B) account statement
 - b) Retirement statement
 - c) Pension statement
 - d) IRA statement
 - e) Certificate of deposit (CD) statement
 - f) Annuities / Stocks / Bonds
- 17) **Life Insurance policy with current cash value and the type (term or whole).** We need all pages of the most current policy statement.
- 18) **Recurring Contributions and Gifts.** Example: non-household member paying all or part of bills, rent or contributing money on a regular basis.
- a) Notarized statement or affidavit signed by the person providing the assistance, giving the purpose, dates and value of the gifts **or**
 - b) A letter from a bank, attorney, or a trustee providing required verification.

Please provide photocopies of items 2 - 18. WE DO NOT MAKE COPIES.



**CITY OF MIRAMAR
COVID-19 EMERGENCY RENT AND UTILITIES ASSISTANCE**

GENERAL APPLICANT INFORMATION

Applicant's Name: _____ SS# _____

Co-Applicant's Name: _____ SS# _____

Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Work Ph: _____ Mobile: _____

Email: _____

Household Size (*Number of People who will live in Unit*): _____

Anticipated Gross Annual Household Income of All Members for the Next 12 Months:

\$ _____

Marital Status of Applicant(s) (Please Circle One): Married Divorced Single

Additional Comments: _____

For Office Use ONLY

Assigned to Program Specialist: _____ Date: _____



ANNUAL GROSS INCOME: *(Attach additional sheet if needed)*

| SOURCE | APPLICANT | CO-APPLICANT | Other Member(S) 18 and over | TOTAL |
|---------------------------------|------------------|---------------------|------------------------------------|--------------|
| Gross Salary (Annual) | | | | |
| Overtime, Tips, Bonuses, etc. | | | | |
| Interest/Dividends | | | | |
| Business Net Income | | | | |
| Social Security, Pensions, Etc. | | | | |
| Unemployment, Workers Comp. | | | | |
| Alimony, Child Support | | | | |
| Welfare Payments | | | | |
| Other (List) | | | | |



EMPLOYER INFORMATION (for applicant, co-applicant, and **ALL** household members 18 and over)

Name of Applicant: _____

Name of Employer: _____ Phone: _____

Address: _____

Position: _____ Years Employed: _____

Supervisor: _____

Name of Co-Applicant: _____

Name of Employer: _____ Phone: _____

Address: _____

Position: _____ Years Employed: _____

Supervisor: _____

Name of Applicant (18 and over): _____

Name of Employer: _____ Phone: _____

Address: _____

Position: _____ Years Employed: _____

Supervisor: _____

Name of Applicant (18 and over): _____

Name of Employer: _____ Phone: _____

Address: _____

Position: _____ Years Employed: _____

Supervisor: _____



HOUSEHOLD MEMBERS (Please complete the following for ALL members of the household. Attach an additional sheet, if needed.)

| HOUSEHOLD MEMBER'S FULL NAME | DATE OF BIRTH | RELATIONSHIP | SOCIAL SECURITY # |
|------------------------------|---------------|--------------|-------------------|
| | | | |
| | | | |
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| | | | |

ASSETS (Please complete the following for ALL members of the household. Attach an additional sheet if needed.)

Household Member's Name: _____

| TYPE | CASH VALUE | ANNUAL INCOME FROM ASSETS | BANK NAME | ACCOUNT NO. |
|------------------------|------------|---------------------------|-----------|-------------|
| Checking Accounts: | | | | |
| Savings Accounts: | | | | |
| Credit Union Account: | | | | |
| Stock, Life Insurance: | | | | |
| Other: | | | | |
| Other: | | | | |



ASSETS:

Household Member's Name: _____

| TYPE | CASH VALUE | ANNUAL INCOME FROM ASSETS | BANK NAME | ACCOUNT NO. |
|------------------------|-------------------|----------------------------------|------------------|--------------------|
| Checking Accounts: | | | | |
| Savings Accounts: | | | | |
| Credit Union Account: | | | | |
| Stock, Life Insurance: | | | | |
| Other: | | | | |
| Other: | | | | |

ASSETS:

Household Member's Name: _____

| TYPE | CASH VALUE | ANNUAL INCOME FROM ASSETS | BANK NAME | ACCOUNT NO. |
|------------------------|-------------------|----------------------------------|------------------|--------------------|
| Checking Accounts: | | | | |
| Savings Accounts: | | | | |
| Credit Union Account: | | | | |
| Stock, Life Insurance: | | | | |
| Other: | | | | |
| Other: | | | | |



COVID-19 EMERGENCY RENT AND UTILITIES ASSISTANCE STATEMENT OF HOUSEHOLD SIZE

This is to certify that _____ person(s) resides in the property.

Applicant's Signature Date Co-Applicant's Signature Date

Household Member (18 and over) Date Household Member (18 and over) Date

Household Member (18 and over) Date Household Member (18 and over) Date



**CITY OF MIRAMAR
 COVID-19 EMERGENCY RENT AND UTILITIES ASSISTANCE
AUTHORIZATION FOR THE RELEASE OF INFORMATION**

I/We _____, the undersigned, hereby authorize the, release without liability, information regarding my/our employment income, and/or assets, and identity to **Community Redevelopment Associates of Florida**, for the purposes of verifying information provided, as part of determining eligibility for assistance under the **COVID-19 EMERGENCY RENT AND UTILITY ASSISTANCE**. I/We understand that only information necessary for determining eligibility can be requested.

Types of information to be verified:

I/We understand that previous or current information regarding me/us may be required. Verifications that may be requested are, but not limited to: personal identity/social security; employment history, hours worked, salary and payment frequency, commissions, raises, bonuses, and tips; cash held in checking/savings accounts, stocks, bonds, certificate of deposits (CD), Individual Retirement Accounts (IRA), interest, dividends, etc.; payments from Social Security, annuities, insurance policies, retirement funds, pensions disability or death benefits; unemployment, disability and/or workers compensation; welfare assistance; net income from the operation of a business; and, alimony or child support payments, etc.

Organizations/Individuals that may be asked to provide written/oral verification are, but not limited to:

- | | |
|---|---------------------------------------|
| Past/Present Employers | Alimony/Child/Other Support Providers |
| Banks, Financial or Retirement Institutions | Social Security Administration |
| State Unemployment Agency | Veteran’s Administration |
| Welfare Agency | Other: _____ |

Agreement to Conditions:

I/We agree that a photocopy of this authorization may be used for the purposes stated above. I/We understand that I/We have the right to review this file and correct any information found to be incorrect.

| | | | |
|---|---------------|---|---------------|
| _____ Applicant’s Signature | _____ Date | _____ Co-Applicant’s Signature | _____ Date |
| _____ Household Member (18 and over) | _____ Date | _____ Household Member (18 and over) | _____ Date |
| _____ Household Member (18 and over) | _____ Date | _____ Household Member (18 and over) | _____ Date |

NOTE: This general consent may not be used to request a copy of a tax return. If one is needed, contact your local IRS office for Form 4506, “Request for Copy of Tax Return” and prepare and sign separately

RENTAL EVICTION PROTECTION AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, **2020**, by and between _____, whose mailing address is _____ (the “LANDLORD”), and the **City of Miramar**, Florida, a Florida municipal corporation, whose mailing address is **2300 Civic Center Place, Miramar, Florida 33025** (the “CITY”).

RECITALS

WHEREAS the State of Florida’s State Housing Initiatives Partnership **program (SHIP)** provides funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and multifamily housing; and

WHEREAS SHIP funds may be used by municipalities to provide assistance to households following an emergency declared by the President of the United States or by the Governor of the State of Florida. to be used for items such as, but not limited to emergency rental and utilities assistance for eligible applicants; and

WHEREAS, the CITY has allocated SHIP funds to provide grants to eligible Miramar residents for rent or utility payments during the COVID-19 pandemic; and

WHEREAS, the CITY of Miramar has designed a Rental Assistance and/or Utility Program (the “Program”) designed to assist persons who have been impacted by the COVID-19 pandemic and who can document income hardship and otherwise meet the Program guidelines; and

WHEREAS _____ (the “Tenant”) has applied for and received a grant from Program funds to make certain lease payments to LANDLORD; and

WHEREAS, the CITY wishes to establish the terms and conditions under which the CITY will provide funds to LANDLORD to make rent payments for Tenant, with such rent payments considered to be an eviction protection payment (the “Eviction Protection Payment”) to prevent the Tenant from eviction due to late or non-payment of rent for the reasons set forth below; and

WHEREAS, LANDLORD and the CITY wish to establish the terms and conditions under which the LANDLORD will receive the Eviction Protection Payment from the CITY.

AGREEMENT

1. Tenant; Dwelling Unit.

(a) This Agreement applies only to the following tenant(s) (collectively, the “Tenant”):

Names of all adults aged 18 or over:

(b) This Agreement applies only to the following dwelling unit (the “Dwelling Unit”):

(Address, Unit Number)

(CITY, State, ZIP)

2. **Agreement Rent.** The total monthly rent (the “Agreement Rent”) payable to the LANDLORD for the Dwelling Unit as set forth in a lease between the parties is \$_____.

3. **Eviction Protection Payment.**

(a) The total Eviction Protection Payment payable to the LANDLORD for the Dwelling Unit is \$_____, representing Tenant’s rent for a period of _____ month(s.) An Eviction Protection Payment shall not exceed \$7,000.00.

(b) CITY shall tender the Eviction Protection Payment to LANDLORD on behalf of the Tenant in accordance with and as permitted by the Program. The Eviction Protection Payment shall be for the amount herein set forth in .

(d) If the Tenant terminates occupancy of the Dwelling Unit or if the LANDLORD evicts the Tenant in accordance with applicable laws, the LANDLORD must promptly notify the CITY in writing.

(d) The right of the LANDLORD to receive or retain an Eviction Protection Payment is conditioned upon compliance with all provisions set forth in this Agreement.

5. **Eviction Protection.** The Eviction Protection Payment is limited to the actual past due rent payments. The LANDLORD agrees not to evict Tenant and that Tenant will not be deemed in default under the lease for late payment of the rent amounts covered by the Eviction Protection payment. The CITY has no responsibility to pay the LANDLORD any portion of any amount in excess of the Eviction Protection Payment. An Eviction Protection Payment shall only be made if the Tenant is in danger of being evicted from a rental dwelling unit because of late or non-payment of rent due to:

- 1) Loss of work/pay due to involuntary job loss in line with the Coronavirus pandemic
- 3) Involuntarily loss of verifiable income from other sources (Temporary or permanent).

6. **Term of Agreement; Survival.** The CITY shall make the Eviction Protection Payment as promptly as practicable following execution of this Agreement. This Agreement shall be deemed effective upon execution by both parties, and shall terminate following the satisfactory completion of the Eviction Protection Payment disbursement to the LANDLORD or upon any default of this Agreement by the LANDLORD, whichever occurs first. The parties' rights and obligations under this Agreement will survive the termination of this Agreement.

7. **Non-Discrimination.** The LANDLORD shall not discriminate against the Tenant household in the provision of services or in any other manner because of race, color, creed, religion, ancestry, national

origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or familial status. LANDLORD shall cooperate with the CITY if compliance reviews or complaint investigations must be conducted under federal, state, or local civil rights laws or regulations.

10. **Access to Dwelling Unit and Records.** The LANDLORD shall provide any information with respect to this Agreement that the CITY reasonably requires. The LANDLORD shall permit the CITY or any of its authorized representatives to have access to the Dwelling Unit and the surrounding premises and to audit and examine any books, documents, papers, or records of the LANDLORD necessary to determine compliance with this Agreement.

11. **Events of Default.** The following shall constitute Events of Default under this Agreement:

(a) The LANDLORD fails to comply with any of the requirements or fulfill any of the obligations set forth in this Agreement.

(b) The LANDLORD commits any fraud or makes any false statement to the CITY in connection with this Agreement or the Program.

12. **Rights and Remedies.** Upon the occurrence of an Event of Default, and at any time thereafter until the Event of Default is cured to the satisfaction of the CITY, the CITY may exercise any or all of the rights and remedies available to it, including but not limited to requiring LANDLORD to pay to the CITY the entire amount of the Eviction Protection Payment and CITY may exercise any and all rights including the rights to bring any and all legal and/or equitable actions in Broward County, Florida, in order to enforce the CITY's right and remedies against the LANDLORD. The CITY shall be entitled to recover all costs of such actions including a reasonable attorney's fees, at trial and appellate levels, to the extent allowed by law. The CITY shall notify the LANDLORD in writing of the occurrence of any Event of Default and of any remedies that the CITY chooses to exercise.

13. **Waivers.** No waiver by the CITY of any default hereunder shall operate as a waiver of any other default, or of the same default on a future occasion. No delay on the part of the CITY in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies specified herein are cumulative and not exclusive of any rights or remedies that the CITY would otherwise have.

14. **Relationship to Third Parties.**

(a) The CITY assumes no liability or responsibility for injury to any person injured as a result of the LANDLORD's action or failure to act in connection with this Agreement or as a result of any other action or failure to act by the LANDLORD.

(b) The LANDLORD is not the agent of the CITY, and this Agreement does not create or affect any relationship between the CITY and any lender to the LANDLORD or any suppliers, employees, contractors, or subcontractors used by the LANDLORD.

(c) Nothing in this Agreement shall be construed as creating any rights of the Tenant or other third party to enforce any provisions of this Agreement or to assert any claim against the CITY or the LANDLORD.

21. **Death of LANDLORD.** In the event that the LANDLORD, if not an entity, should die, the obligations created herein shall be binding upon the Estate, personal representatives, heirs, or devisees of the deceased LANDLORD.

22. **Venue.** Venue of any action relating to this Agreement shall be in Broward County, Florida, and this Agreement shall be governed by the laws of the State of Florida.

ATTEST:

LANDLORD:

Witness

Print Name, Title

Witness

Signature (before Notary)

Dated: _____

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me **by means of** **physical presence or**
 Online notarization, this ___ day of _____, _____(year), by
_____ who is/are personally known to me or who produced identification.

WITNESS my hand this ___ day of _____

CITY:

ATTEST:

CITY OF MIRAMAR, a municipality in
The State of Florida

Denise Gibbs, CITY Clerk

By: _____
Vernon E. Hargray, CITY Manager
Dated: _____

Approved as to form and legal sufficiency
for the use of and reliance by the CITY of
Miramar only:

CITY Attorney
Austin Pamies Norris Weeks Powell, PLLC