



Hinds County Emergency Rental Aid Program Landlord Participant Agreement

This Program Participation Agreement shall be submitted by the Landlord and will bind them to the terms and conditions of the Program.

SECTION 1. Acknowledgement of Terms and Definitions

The following capitalized terms, which are alphabetically listed, shall be defined and used throughout this Program Participation Agreement as follows. These definitions are hereby incorporated into this Program Participation Agreement and shall serve as a material part of this Agreement

County. The term “**County**” means Hinds County, Mississippi, a political subdivision of the State of Mississippi.

Covered Rent. The term “**Covered Rent**” means the amount that the County will pay the Landlord for any and all rent (if any) accrued and owed by the Tenant during the Covered Rental Period if the Program Application is approved. This amount will be calculated by the County based on the Program criteria.

Covered Rental Period. The term “**Covered Rental Period**” means the period of time for which the County is providing the Covered Rent payment under the Program. For the purposes of this Agreement, the Covered Rental Period is: **April 1, 2020 through the date the Landlord executes this Agreement.**

Landlord. The “**Landlord**” is/are the owner(s) of the Residential Rental Property or the owner’s agent to whom, pursuant to a Lease, the Tenants have an on-going rental payment obligation.

Lease. The “**Lease**” is the current or held over (expired, but still applicable) written agreement between the Landlord and the Tenant pursuant to which the Tenant has agreed to pay the Landlord monthly rent in order to reside at the residential rental property owned or controlled by the Landlord. If the Tenant is a month-to-month holdover based on the terms and conditions of an expired lease, then that expired lease shall be the Lease.

Program. The term “**Program**” means the Hinds County Emergency Rental Aid Program.

Program Application. The term “**Program Application**” means the application completed and submitted by the Landlord and the Tenant through the Program’s online portal or through the Program’s contracted customer service vendor and Program Administrator (The Integrity Group).

Program Participation Agreement. The term “**Program Participation Agreement**” shall refer to the agreement entered into between the Landlord and the Tenant through the Program’s online portal or through the Program’s contracted customer service vendor (The Integrity Group) prior to being able to access and complete the Program Application.

Residential Rental Property. The “**Residential Rental Property**” is the residential rental home or residential rental unit for which the Landlord and Tenant have a rental arrangement pursuant to a Lease.

Tenant. The “**Tenant**” is/are the individual(s) legally residing at the Residential Rental Property and who, pursuant to a Lease, have an on-going rental payment obligation to the Landlord.

SECTION 2. Acknowledgement of Compliance

A. The Landlord hereby certifies to the following:

1. The Landlord affirms, understands, and acknowledges that payment by the County is conditioned on the Landlord complying with and continuing to comply with their obligations under this Program Participation Agreement, any Program criteria, and the terms of the Workout Agreement to be executed by the Landlord and Tenant.
2. The Landlord affirms, understands, and acknowledges that they have read the template of the Workout Agreement that they will be expected to execute in order to complete the Program Application, and that they have no concerns with its terms, or the obligations found therein.
3. The Landlord affirms, understands, and acknowledges that they have a separate obligation to, as soon as reasonably possible, notify the Program Administrator (The Integrity Group) should the Tenant vacate the Residential Rental Property at any time before the County provides payment of the Covered Rent to the Landlord. Funding shall not be available under this Program if, at the time of Covered Rent payment by the County, the Tenant is no longer residing at the Residential Rental Property.

B. The Landlord hereby certifies:

1. With the exception of failure to pay rent accrued during the Covered Rental Period, the Landlord currently finds the Tenant to be in compliance with the Lease and is currently not aware of any breaches of the Lease by the Tenant that would give rise to the initiation of eviction proceedings.
2. The Landlord currently has no pending eviction or collection actions against Tenant for reasons other than the Tenant's failure to pay rent accrued during the Covered Rental Period, nor are there any notices of non-compliance with the Lease or terms of tenancy that are outstanding, or unresolved, as of this date but for those related to Tenant's failure to pay rent that accrued during the Covered Rental Period.
3. If the Landlord does have pending eviction or collection actions against the Tenant due to the Tenant's failure to pay rent accrued during the Covered Rental Period, the Landlord hereby agrees to stay such eviction or collection actions until the County: (a) approves the Program Application, at which point the Landlord agrees to withdraw any and all such actions as soon as practicable; or (b) denies the Program Application, at which point the Landlord will be permitted to proceed with such actions.
4. The Landlord affirms, understands, and acknowledges that Hinds County has the right to demand a return of any Covered Rent payment that it might provide the Landlord on the Tenant's behalf through this Program should the Landlord breach any of the terms of this Participation Agreement of the Program Criteria.

SECTION 3. General Terms

- A. This Program Participation Agreement will be executed by the Landlord by use of the County's online grant application portal, with the party's affirmative agreement to its terms being considered binding upon that party regarding the commitments and obligations to which they are assuming by agreeing to participate in the Program.
- B. Nothing in this Program Participation Agreement or Program itself shall in any way be construed as making

the County a party to the Landlord and Tenant's Lease, or the Workout Agreement executed by the Landlord and Tenant as part of their Program Application.

- C. At no point shall the County be considered to have assumed: (a) responsibility for any act or omission of the Landlord or Tenant; or (b) any obligation that the Landlord and Tenant have to one another pursuant to the Lease.
- D. Any damages, costs, expenses, or fees incurred by either the Landlord or Tenant as a result of their participation in the Program whether foreseeable or unforeseeable shall be each party's own respective responsibility.
- E. Assistance or direction provided to the Landlord or Tenant in the Program Application process by either the County or Program Administrator (The Integrity Group) should not in any way be construed as: (a) the County guaranteeing approval of the Program Application; or (b) an agreement by the County to make payment of any nature to the Landlord.
- F. The Landlord and the Tenant each separately declare that the terms of this Program Participation Agreement have been read by or read to them, that they have had sufficient time to consider the terms and conditions of this Program Participation Agreement, and that this Program Participation Agreement is fully understood by the parties.
- G. If any provision of this Program Participation Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Program Participation Agreement and shall not affect the validity and enforceability of any remaining provisions.

PUBLIC RECORDS DISCLOSURE AND ACKNOWLEDGMENT

The Mississippi Public Records Act, codified in Miss. Code Ann. §§25-61-1 through 25-61-17 (Supp. 1983) provides that all public records are public property and that any person has the right to inspect or obtain a copy thereof subject to certain procedures concerning costs, time, place and method of access. The Act provides public access to records, subject to certain exemptions. Certain of these exemptions include judicial records, jury records, certain personnel records, attorney's work product, documents from third parties containing confidential information, certain appraisal records, academic records, archeological records, hospital records, investigative and criminal justice records, and certain commercial and financial records. Information provided by the applicant may be subject to "Open Records."

_____ Having been advised of this fact prior to making application for assistance or supplying any information, I/we agree to hold harmless and indemnify Hinds County and The Integrity Group, 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 Miss. Code Ann. §25-61-1 through 25-61-17.

_____ I/We agree that neither Hinds County nor The Integrity Group have any duty or obligation to assert any defense, exception, or exemption to prevent any or all information given to Hinds County or The Integrity Group 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 initialing below, I/We agree that neither Hinds County nor The Integrity Group have any obligation or duty to provide me/us with notice that a public records request has been made.

_____ I/We agree to hold harmless Hinds County, The Integrity Group, and any governmental agency, its officers, employees, 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 Hinds County.

Payments of award will be effected through the automated clearing house (ACH). The ACH Network connects all U.S. financial institutions through a ubiquitous payment system that is built to securely and efficiently move money and information from one bank account to another. Please provide your ACH information below and attach a blank check with VOID clearly written or stamped across the face of the check that does not block any of the routing or account numbers.

Please enter ACH information here:

Type of Account:

Savings

Checking

Name(s) on Account _____

Banking Institution Name _____

Bank Routing Number _____

Bank Account Number _____

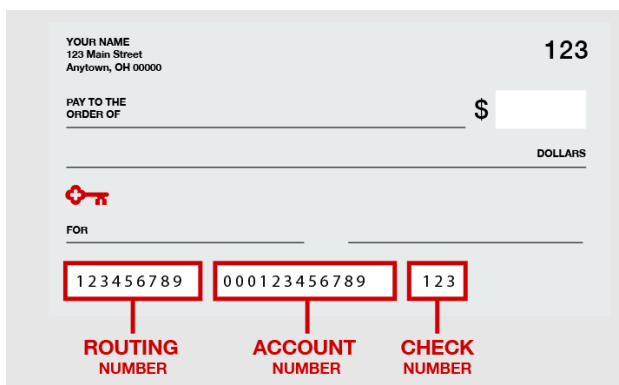


Figure 1: Sample of Check Information

I am aware that any payment that may be provided to the Landlord by Hinds County on the Tenant's behalf through this Program will be made by use of federal funds authorized by Public Law 116-260 and, therefore, I understand that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801- 3812).

I acknowledge that the origination of ACH transactions to or from my account must comply with the U.S. law. I also acknowledge and authorize The Integrity Group to initiate corrective debit or credit entries as necessary. This authority is to remain in full force and effect until The Integrity Group has received written notification from me of its termination in such time and in such manner as to afford The Integrity Group a reasonable opportunity to act on it.

By checking this box, I hereby certify that I know that I am entering into this Program Participation Agreement and that I will be bound to comply with the terms and conditions of this Program Participation Agreement.

Signature

Date