

Agreement Related to the
COVID-19 Emergency Rental Assistance Program

I, _____ [PRINT NAME] ("Applicant"), acknowledge that applicants of the Emergency Rental Assistance Program (the "Program") must agree to and sign this Agreement regarding potential prospective financial reimbursement and all prior payments received from any volunteer organization, state, local or Federal government grant of any type or coverage or under any reimbursement or relief program for the same rental and/or utility payments for which the Applicant is applying in this Program that was the basis of the calculation of rental and/or utility costs to the extent of Program proceeds paid or to be paid to Applicant and that are determined in the sole discretion of the Philadelphia Housing Development Corporation ("PHDC") to be a duplication of benefits ("DOB"). The Program proceeds or payments referred to in this paragraph, whether they are from private, local, state, Federal any other source, and whether such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds not listed on the application, Applicant agrees to immediately notify PHDC of such additional amounts, and PHDC will determine in its sole discretion if such additional amounts constitute a DOB. If some or all the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to PHDC, to be retained and/or disbursed as provided herein.

In consideration of the receipt of funds through the ERA program, the Applicant hereby assigns to PHDC all prospective financial reimbursement and all prior payments received from any volunteer organization, state, local or Federal government grant of any type or coverage or under any reimbursement or relief program for the same rental and/or utility payments for which the Applicant is applying in this Program. Applicant further agrees to assist and cooperate with PHDC or its agent to pursue any of the claims the Applicant has against for reimbursement of DOB Proceeds. Applicant's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Applicant's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing records and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by PHDC. The Applicant further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Applicant would be entitled to under any applicable rental or utility assistance program.

If requested by PHDC, the Applicant agrees to execute such further and additional documents and instruments as may be requested to further and better assign to PHDC, to the extent of the Proceeds paid to Applicant under the Program, the policies, any amounts received under other rental and/or utility assistance programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by PHDC to consummate and make effective the purposes of this Agreement.

The Applicant explicitly allows PHDC to request of any other entity from which Applicant has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by PHDC to monitor/enforce its interest in the rights assigned to it under the this Agreement and give Applicant's consent to such company to release said information to PHDC.

If Applicant (or any other entity to which DOB Proceeds are payable, such as a lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Applicant agrees to promptly pay such amounts to PHDC, if Applicant received Proceeds under the Program in an amount greater than the amount Applicant would have received if such DOB Proceeds had been considered in the calculation of Applicant's award.

If the Applicant receives or is scheduled to receive any Proceeds not listed on its Duplication of Benefits Affidavit ("Subsequent Proceeds"), Applicant shall pay such Subsequent Proceeds directly to PHDC who will determine the amount, if any, of such Subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds more than Subsequent DOB Proceeds shall be returned to the Applicant. Subsequent DOB Proceeds shall be disbursed as follows:

1. If the Applicant has received full payment of the Proceeds, any Subsequent DOB Proceeds shall be remitted to PHDC.
2. If the Applicant has received no payment of the Proceeds, any Subsequent DOB Proceeds shall be used by PHDC to reduce payments of the Proceeds to the Applicant, and all Subsequent DOB Proceeds shall be returned to the Applicant.
3. If the Applicant has received a portion of the Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Proceeds; (B) any remaining Subsequent DOB Proceeds shall be remitted to PHDC up to the amount of the Proceeds received by the Applicant; and (C) the remaining balance of Subsequent DOB Proceeds shall be returned to the Applicant.
4. If PHDC makes the determination that the Applicant does not qualify to participate in the Program or the Applicant determines not to participate in the Program, the Subsequent DOB Proceeds shall be returned to the Applicant, and this Agreement shall terminate.

If Applicant does not comply with the above, PHDC may exercise any right, power or remedy permitted by law in an effort to collect such amounts, and Applicant shall be responsible for the payment of reasonable attorney fees and out-of-pocket costs incurred by PHDC related to such collection efforts. Once PHDC has recovered an amount equal to the Proceeds paid to Applicant, PHDC will reassign to Applicant any rights assigned to PHDC pursuant to this Agreement.

The Applicant agrees that this Agreement may be electronically signed. By signing, Applicant understands and agrees that the foregoing conditions and obligations must be complied with as a condition to receiving Proceeds. The Applicant further agrees that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purpose of validity, enforceability, and admissibility.

This Agreement is intended to be a legally enforceable document. If desired, please seek legal advice regarding the terms and conditions of this document.

DECLARATION UNDER PENALTY OF PERJURY

(Checkbox) I understand that it is a federal offense (18 U.S. Code §1001) and state offense (18 Pa.C.S.A. §4904) to knowingly make a false statement in this affidavit. I have read the information carefully to be sure that the information contained herein is true and complete before signing. I understand that the information provided in this affidavit is subject to verification. I understand that my completion of this affidavit or any other document related thereto does not represent any commitment or obligation to be awarded or provided a grant under the Philadelphia COVID-19 Emergency Rental Assistance Program.

(Checkbox) I verify that the tenant information I have stated on this application is true, correct, and complete to the best of my knowledge.

(Checkbox) I verify that I am 18 years of age or older; or that I am under 18 years of age and either living separately from my parents, married or separated from a spouse, or a parent caring for a child. I understand that if I am under 18 and do not meet this definition that I may not sign this document, but that another member of the household may be eligible to sign on behalf of the household.

Optional:

(Checkbox) I verify that I do receive benefits from another local, state, or federal government assistance program, and I am able to provide a determination letter from the government agency that verified the tenant's household income, and that the benefits I indicated on this application are accurate to the best of my knowledge. (optional)

(Checkbox) I agree to participate in the evaluation of this program which will help improve the City's service delivery and potentially expand resources for rent support and affordable housing. This may involve filling out follow up surveys. (optional) (Note: Your willingness to be contacted for program evaluation will not affect your eligibility or selection for this program in any way.)

(Checkbox) I agree to allow Utility Emergency Services Fund (UESF) to contact me for additional utility grant opportunities.

Affidavit

I certify under penalty of perjury, pursuant to 28 U.S.C. §1746. That the foregoing are true and correct

I verify that one or more individuals within the household has qualified for unemployment benefits; or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to the Covid-19 outbreak.

I verify that one or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability.

I verify that the monthly rent, and other expenses related to housing (if applicable), that I have stated on the application is true and correct to the best of my knowledge.

I verify that the information I have completed on behalf of other members of the household if any is true and correct to the best of my knowledge.

I agree that I am not requesting assistance for any costs that have been paid for, or will be paid for, by any other sources of funds. I understand that this assistance cannot pay for such costs.

I agree that I am not requesting assistance for any costs incurred before March 13, 2020. I understand that this assistance cannot pay for such costs.

I give consent/authorization for the Philadelphia Housing Development Corporation (PHDC) and their respective agents, employees and assigns to share, disclose, receive, analyze, and discuss any relevant data and account numbers with the Philadelphia Water Department (PWD), PECO Energy Company, Philadelphia Gas Works (PGW), and the Utility Emergency Services Fund (UESF). I give consent/authorization for the Philadelphia Water Department (PWD), PECO Energy Company, Philadelphia Gas Works (PGW), and the Utility Emergency Services Fund (UESF) as well as their respective agents, employees and assigns to share, disclose, receive, analyze, and discuss any relevant data and account information, including but not limited to debt balances, with the Philadelphia Housing Development Corporation (PHDC).

I give consent/authorization to the City of Philadelphia, the Philadelphia Housing Development Corporation (PHDC), the Office of Homeless Services (OHS), the Department of Behavioral Health and Intellectual disAbility Services (DBHIDS), and the Philadelphia Housing Authority (PHA) and their respective agents, employees, and assigns to share, disclose, analyze and discuss all medical records and all documentation and information provided within this application and in subsequent communications related to the Philadelphia COVID-19 Emergency Rental Assistance Program.

I consent to participate in the program, and I also give consent/authorization to the City of Philadelphia, the Philadelphia Housing Development Corporation (PHDC), and the Office of Homeless Services (OHS) and their respective agents, employees, and assigned, to contact my landlord.

I affix my name hereto and understand that any false or misleading statements or omissions may result in criminal and civil actions for fines, penalties, damages, or imprisonment.

Signature of Declarant:

Date