

# Landlord/Property Manager Agreement to Participate

LANDLORD IS REQUIRED TO FILL OUT

Landlord(s)/Property Manager(s) (Herein, “landlord”) must read, initial where indicated and sign. This document serves as an affidavit to confirm the Tenant(s) submitted true and accurate information in order to receive rental assistance. This assistance is being funded using federal funds from the Department of Treasury and compliance with local, state and federal rules is required. If the information provided by the tenant is incorrect or fraudulent you must notify the Office Grants and Human Services immediately via email to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Landlord/ Property Management Printed Name**:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Property Address**

1. I affirm that I am the Landlord of the property listed above and all of the information provided is true and accurate.

**\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Initials required**

1. I affirm that the following persons are occupants of the address identified above and have been tenants in good standing since \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

|  |  |
| --- | --- |
| **NAME OF HOUSEHOLD MEMBER** | **RELATIONSHIP TO APPLICANT** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

Monthly rent $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Current balance $\_\_\_\_\_\_\_\_\_\_\_\_\_\_due for\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ months

**\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Initials required**

1. I confirm that I am not, nor am I related to, anyone that is an employee of Spartanburg County who formulates policy or influences decisions with respect to the Emergency Rental Assistance program.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Initials required**

1. The landlord shall protect, defend, reimburse, and indemnify and hold the County, its agents, employee and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind of character, including attorney’s fees and costs, whether at trial or appellate levels or otherwise, arising during performance of the terms of this Agreement or due to the acts or omissions of the landlord. The landlord’s aforesaid indemnity and hold harmless obligation, or portion of applications thereof, shall apply to the fullest extent permitted by law. All claims, disputes and other matters in question arising out of, or relating to, this emergency funding Agreement or the reach thereof, and except for the claims which have been waived by the making or acceptance of the funding shall be decided by arbitration, unless the parties mutually agree otherwise.

**\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Initials required**

1. I understand to accept payment from The County of Spartanburg, SC that I must agree to maintain safe, decent, sanitary and affordable housing that is well maintained, which is to include, but not limited to:

a). Utilities in service (per lease agreement) (e.g., water, sewer, trash, electric, gas)

b.) Working plumbing and heating.

c). Roof, windows, ceiling, walls, and floors without damage

d). Safe entry/exit from unit e.g., handrails/stairs in good condition;

e). There is no presence of lead based paint in the rental property; and

I will make every effort to make repairs to the unit with a reasonable and timely manner upon request

**\_\_\_\_\_\_\_\_\_\_\_\_**

**Initials required**

1. The Landlord shall not, in the provision of services or in any other manner, discriminate against any person on the grounds of age, race, color, creed, religion, sex, handicap, national origin or familial status. The obligation of the Landlord to comply with Fair Housing Requirements inures to the benefit of the United States of America, the Department of Housing and Urban Development, and, any of which shall be entitled to invoke any of the remedies available by law to redress any breach or to compel compliance by the Landlord. Comply with all applicable civil rights statutes, Executive Orders and all related rules and regulations as covered in the requirements of the ERA Program.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Initials required**

1. This Agreement contains the entire agreement between the Landlord and the County. No changes in this Contract shall be made except in writing signed by Spartanburg County and Landlord.
2. The Landlord understands that this funding Agreement does not take the place of the lease or vice versa. Completion of this Agreement and does not mean that the County will assist tenant with the payment of the amount requested.
3. This Agreement and any documents relating to it may be executed and transmitted to any other party by email, Zoom Grants or facsimile, which all shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

**LANDLORD’S CHECK TO BE MAILED TO THE ADDRESS ON THE LEASE.**

**In witness thereof, the County and the Tenant have caused their signatures to be hereunto affixed and duly attested:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Landlord/Property Management Signature Grants Program Manager Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Landlord/Property Management Print Grants Program Manager Print

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Date

**WARNING: PENALTY FOR FALSE OR FRAUDULENT STATEMENT**

*U.S. Title 18, Section 1001, provides: “Whoever, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willingly falsifies…or makes false, fraudulent statement or representations, or makes or uses any false writing or document, knowing the same to contain any false, fictitious, or fraudulent statement or entry, shall be fined not more than $10,000 or imprisoned not more than five years, or both.”*

State of South Carolina

County of Spartanburg

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, proved to me on the basis of presentation of satisfactory evidence to be the person(s) who appeared before me.

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

Notary Public

My commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_