 Emergency Rental Assistance Program Tenant Agreement

**THIS AGREEMENT**, by and between the Spartanburg County, SC (hereinafter referred to as the “County”) whose principal office is located at 366 N Church St, Spartanburg, SC 29303 and *\_\_\_\_(insert tenant name and address)\_\_\_\_\_.*

**WHEREAS**, the County is a recipient of Emergency Rental Assistance (ERA) grant funds from the United States Department of Treasury pursuant to PL-115-260 Section-501.

**WHEREAS**, it is the County’s intention to help prevent displacements and evictions reasonably expected upon the State of South Carolina lifting the moratorium on evictions and ‘opening’ has created this temporary emergency funding opportunity to assist tenants; and

**WHEREAS**, The County to assure that the funds are used for rent, utilities, and home energy costs only, and for the intended purpose shall be paying the landlords directly.

|  |  |
| --- | --- |
| **TYPE OF ASSISTANCE** | **AMOUNT** |
| Rental Arrears |  |
| SC Power and Light Arrears |  |
| Water & Sewer Arrears |  |
| Garbage Collection Arrears |  |

Spartanburg County Total Award Amount: $\_\_\_\_\_\_\_\_\_\_

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations herein contained, including the required Landlord submissions, attachments, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

**TERM**:

The term of this Agreement shall commence on the date the last party has signed and shall terminate at the expiration of eligibility, as described below in “General Conditions” , unless terminated earlier as provided herein. .

**GENERAL CONDITIONS:**

1. Eligible households may receive up to twelve (12) months of assistance, plus an additional three (3) months if the county determines the extra months are needed to ensure housing stability and funding is available.
2. The County may only commit to providing future assistance for up to three (3) months at a time.  Households may reapply for additional assistance at the end of the three (3) month period if needed and the overall time limit for assistance is not exceeded.
3. The payment of existing housing-related arrears that could result in eviction of an eligible household will be paid first.
4. Assistance must be provided to reduce an eligible household’s rental arrears before the household may receive assistance for future rent payments.
5. The County reserves the right to inspect records and conduct onsite inspections to determine that ERA funds were reasonable and used in accordance with local, state and federal rules.
6. The County reserves the right to hold or withdraw its conditional funding commitment if the applicant does not submit technical submission items by the date referenced in each request, for violating any of the rules and regulations of the program, or for any reason with or without cause or for convenience.
7. 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.
8. The Tenant shall indemnify and save the County harmless from and against any claims arising out this Agreement, including acts or omissions.
9. The Tenant 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.
10. The Tenant warrants that all of the information and documents submitted to the County as true and accurate and there has been no change in their circumstance.
11. **This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all which together constitute one and the same instrument.**
12. This Agreement and any documents relating to it may be executed and transmitted to any other party by Zoom Grants which all shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

By signing below, **I CONFIRM**:

* I am not, nor am I related to, anyone that is an employee of Spartanburg County, SC who formulates policy or influences decisions with respect to the Emergency Rental Assistance program
* No one else besides me and my family stand to benefit from this program or will receive benefits which may arise from it.

**WARNING**: ***18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statements or entries, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than***

***$10,000, or imprisoned for not more than five years, or both.***

***I understand that I am receiving federal funds from the U.S. Department of Treasury. Under penalty of perjury, by signing this document, I certify that I have read the above and duly attest:***

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

Tenant Signature Tenant Name Print Date

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

Grants Program Manager Signature Grants Program Manager Print Date

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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_