



CITY OF FORT WORTH CARES ACT
EMERGENCY RENTAL ASSISTANCE PROGRAM

LANDLORD/PROPERTY MANAGER CERTIFICATION AND AGREEMENT

1. CERTIFICATION

I _____ on behalf of: _____
First Last M.I. *enter legal entity (LandLord)*

I understand that the City of Fort Worth (“City”) is relying on these statements in making its decision to provide assistance to

_____ *Tenant’s Name*

a tenant at

_____ *Enter the name of the property*

Evidenced by my signature at the bottom of this document, I hereby certify that the following statements are true and correct:

TENANT INFORMATION

- Tenant _____ occupying unit # _____
Tenant name Unit number
 at _____ is delinquent on rent
Property Name
- Tenant lease was executed on _____ and provides for \$ _____
Date Amount
- Tenant has notified Landlord of his/her intent to seek emergency rental assistance from the City of Fort Worth CARES Program

Tenant owes a total of \$ _____ in delinquent rent as of today’s _____ to _____
Amount date, for the period from months/weeks/days months/weeks/days

All partial payments made by Tenant are reflected in this amount.

I _____ have authority to receive rental payments and administer leases on behalf of _____
Property management name Landlord

2. AGREEMENT

I _____ on behalf of Landlord, as evidenced by my signature at the bottom
Name
of this document, do hereby agree to be bound by the following terms and conditions in the event that I receive any funds from City for the above listed Tenant's rent

- I. The City, or a designee, shall be solely responsible for determining tenant eligibility for emergency rental assistance.
- II. Landlord agrees to provide City with any documentation necessary to complete the application process, and, in the event the tenant is selected for the program, any documents necessary to complete the payment process.
- III. Landlord agrees to waive and fully forgive any late fees associated with Tenant's delinquent rent for any months for which a portion of the rent is paid by the City using federal funds since late fees are not an eligible cost under federal cost principles
- IV. Landlord acknowledges and agrees that City is not liable to Landlord for any costs, fees, damages, or amounts of any kind and that submission of this Certification and Agreement does not obligate City to provide any funds to Landlord. In the event that City determines that funds are available to pay any portion of Tenant's rent, City will notify Landlord and all payments made shall be subject to these terms and conditions.
- V. Landlord agrees that it will not accept multiple payments from multiple emergency rental assistance programs for the rent amounts paid by the City. In the event that Landlord receives a duplicate emergency rental assistance payment through another such program, Landlord will reimburse City the full amount of any excess payments within thirty days of the duplicate payment.
- VI. Landlord agrees to abide by all applicable state and federal laws governing landlords, tenants, fair housing, and residential leases in administering tenant's lease during the entire term of the tenant lease.
- VII. In the event that Landlord violates any of these terms and conditions or is found to have made a misrepresentation on the certification, Landlord shall forfeit City's payment of rent on behalf of Tenant and shall upon demand by City repay the full amount of assistance paid by City in connection with this agreement to Landlord within five days of demand by the City.
- VIII. If any part of this Agreement is found to be unenforceable by a court of competent jurisdiction, all other parts of this Agreement will remain valid and binding.
- IX. The City shall have the right to audit Landlord's pertinent books, records, files, and other documents related to the Tenant, the Tenant's lease, payments made by the Tenant or any rental assistance program, including the City's for a period of three years after the final payment made under this Agreement.
- X. Amounts of payment, if any, shall be determined by the City in its sole discretion.
- XI. This Agreement shall be interpreted in accordance with the laws of the State of Texas. Venue for resolving any disputes shall lie exclusively in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.
- XII. The term of this agreement shall begin upon Landlord's acceptance of any payment made by City for emergency rental assistance for the named Tenant and shall continue for the full term of the months for which rent is paid on behalf of Tenant.
- XIII. It is understood and agreed that by execution of this Agreement, City does not waive or surrender any of its governmental powers or immunities.
- XIV. Landlord warrants the unit is in decent, safe, and sanitary condition as defined in 24 CFR Section 882.109, and that the Landlord has the legal right to lease the dwelling unit covered by this Contract during the Contract term.
- XV. The person signing this Agreement hereby warrants that he/she has the legal authority to execute this Agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity.

3. DISCLAIMER AND SIGNATURE

Landlord Name	Signature/Date
_____	_____
City Program Representative	Signature/Date
_____	_____

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.