

Principal Residence Rental Property: \_\_\_\_\_

**GRANT AGREEMENT**  
**COVID-19 Temporary Rent Support Program**

**THIS GRANT AGREEMENT** (this "Agreement") entered into as of the Effective Date (defined below), by and among \_\_\_\_\_ ("Landlord"), \_\_\_\_\_ ("Tenant"), and the **MAYOR AND CITY COUNCIL OF BALTIMORE**, a municipal corporation in the State of Maryland, acting by and through its **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT** ("City"), whose address is 417 E. Fayette Street, Baltimore Maryland 21202.

**RECITALS**

**WHEREAS**, the City's Department of Housing and Community Development (the "Department") desires to assist Baltimore City residents delinquent on rent payments as a result of the COVID-19 pandemic;

**WHEREAS**, the Department has received one or more grants (collectively, the "HUD Grant Funds") from the United States Department of Housing and Urban Development ("HUD") and other sources to fund certain rental assistance activities; and

**WHEREAS**, the Department wishes to provide rental assistance to Landlord on behalf of Tenant using HUD Grant Funds pursuant to the terms set forth herein known as the COVID-19 Temporary Rent Support Program (the "Program"); and

**NOW, THEREFORE**, in consideration of the recitals set forth above and other good and valuable consideration, the City, Landlord and Tenant hereby agree as follows:

**1. Purpose.**

1.1. The purpose of this Agreement is to satisfy all rent payment related delinquencies of Tenant at Tenant's Principal Residence Rental Property for the period of April 1, 2020 through June 30, 2020 (the "Rental Assistance Period") and prevent any eviction by Landlord through August 31, 2020.

**2. Disbursement of Funds.**

2.1. Grant. The City hereby grants to Landlord, on behalf of Tenant, the amount specified in Section 2.2 below (the "Grant") subject to the availability of funds for the Program from HUD and other funding sources. The Grant is made pursuant to and is subject to the terms and requirements of the HUD Grant and the Regulations.

2.2. Check the appropriate payment method for Grant payment to Landlord:

A. (Check if Tenant is not eligible for unemployment benefits, has not been approved for benefits, or has been denied for benefits). The City will pay Landlord \$\_\_\_\_\_ in one lump sum within thirty (30) days following the Effective Date (defined below).

B. (Check if Tenant has been approved for unemployment benefits). Upon the Department's receipt of verification from Landlord that Tenant has paid Landlord \$\_\_\_\_\_ (the "Tenant Payment"), the City shall pay Landlord \$\_\_\_\_\_ in one lump sum within thirty (30) days following Landlord's confirmation of its receipt of

Tenant Payment. If Tenant does not pay Landlord the entire Tenant Payment on or before August 31, 2020, this Agreement shall be null and void and the City shall have no obligation whatsoever to Landlord or Tenant.

- 2.3. Payments made by the City pursuant to this Agreement shall be made by the City or its designated fiscal agent, as applicable and as determined in the sole discretion of the City.
- 2.4. Payments made by the City pursuant to this Agreement are to be made in accordance with the terms and conditions of the funding source identified in **Exhibit A**, attached hereto and incorporated herein. Landlord and Tenant agree to comply with funding requirements based on the funding source identified in **Exhibit A**.
- 2.5. By executing this Agreement, Landlord agrees to waive its right to evict Tenant as a result of Tenant's partial or complete non-payment of rent for the period beginning on April 1, 2020 through June 30, 2020. In the event Landlord has already commenced eviction proceedings related to the non-payment of rent for such period, Landlord agrees to dismiss such eviction proceedings.
- 2.6. By executing this Agreement, Landlord agrees to forbear the commencement of eviction proceedings for the nonpayment of rent by Tenant for payment plans covering rent owed prior to the Rental Assistance Period, for the period beginning on the Effective Date through August 31, 2020, until after September 1, 2020.
- 2.7. By executing this Agreement, Landlord agrees to forbear the commencement of eviction proceedings for the nonpayment of rent by Tenant, for the period beginning on July 1, 2020 through August 31, 2020, until after September 1, 2020.
- 2.8. This provision does not prohibit Landlord from commencing eviction proceedings against Tenant for any other justifiable reason other than Tenant's non-payment of rent.

### **3. Term.**

- 3.1. This Agreement shall commence upon the date the last party executes this Agreement (the "Effective Date") and terminate on October 31, 2020, unless terminated earlier in accordance with this Agreement.

### **4. Tenant's Representations and Warranties.**

- 4.1. Tenant (or in the case of Co-Tenants, each individually) represents and warrants to the Department:
  - 4.1.1. Tenant's household annual income does not exceed fifty percent (50%) of the Area Median Income adjusted for household size as of March 1, 2020 (for additional information please refer to <https://www.huduser.gov/portal/datasets/il/il2020/2020summary.odn>);
  - 4.1.2. Tenant has occupied the Principal Residence Rental Property pursuant to a lease agreement, or pursuant to a month to month tenancy arrangement with sufficient documentation to be determined by the Department in its sole discretion, governed by the laws of the State of Maryland for a consecutive period beginning on January 1, 2020 through the Effective Date;
  - 4.1.3. There has been no change in Tenant's monthly rental rate for the Principal Residence Rental Property from the period beginning on January 1, 2020 through the Effective Date;

- 4.1.4. Tenant has fully paid all rental payments on or before March 31, 2020, or is current on any agreed upon payment plan for delinquent rent incurred before March 31, 2020 for the Principal Residence Rental Property;
- 4.1.5. Tenant not been barred or suspended by HUD, State of Maryland or by the City;
- 4.1.6. Tenant has not been found civilly or criminally liable, convicted of, had probation before judgment imposed, or has pleaded guilty or nolo contendere to any charge of bribery, attempted bribery, an antitrust violation, racketeering, fraud, embezzlement, theft, forgery, false pretenses, attempted false pretenses, falsification or destruction of records, or any related crime or violation;
- 4.1.7. All statements or information contained in all applications, correspondence or other materials delivered to the City for its consideration of the Grant or relating to the Program are true and correct as of the date hereof in all material respects, and Tenant has not failed to state any fact necessary in order to make the statements or information in such statements, in light of the circumstances under which they were made, not misleading; and
- 4.1.8. No event has occurred, and no condition exists which constitutes a default under this Agreement (unless waived by the City) or which, but for a requirement of notice or lapse of time, or both, would constitute a default.

## **5. Landlord's Representations and Warranties.**

### **5.1. Landlord represents and warrants to the Department:**

- 5.1.1. The Principal Residence Rental Property is registered with and licensed by the City for use as a non-commercial rental property;
- 5.1.2. The Principal Residence Rental Property is not receiving subsidies from (i) the Housing Choice Vouchers; (ii) Low Income Public Housing; or (iii) other similar program through the Housing Authority of Baltimore City;
- 5.1.3. The Principal Residence Rental Property is not eligible for the State of Maryland Assisted Housing Relief Program;
- 5.1.4. Landlord, or owner of the Principal Residence Rental Property if different, owns the Principal Residence Rental Property in fee simple or possesses it pursuant to a 99 year perpetually renewable leasehold title;
- 5.1.5. The individual(s) or company signing on behalf of Landlord has received written authority to enter into this Agreement, act on behalf of and legally bind the owner of the Principal Residence Rental Property;
- 5.1.6. Any and all real property taxes, ground rents, condominium and homeowner association fees, and all assessments and all liens (if any) against the Principal Residence Rental Property have been paid in full;
- 5.1.7. Landlord, and owner of the Principal Residence Rental Property if different, has not filed for bankruptcy, and no suits have been filed against or judgments obtained against Landlord or the Principal Residence Rental Property;

- 5.1.8. Tenant has occupied the Principal Residence Rental Property pursuant to a lease agreement governed by the laws of the State of Maryland for a consecutive period beginning on January 1, 2020 through the Effective Date;
- 5.1.9. There has been no change in the monthly rental rate for the Principal Residence Rental Property from the period beginning on January 1, 2020 through the Effective Date, other than prior increases properly noticed and agreed upon between Landlord and Tenant;
- 5.1.10. Tenant has fully paid all rental payments on or before March 31, 2020, or is current on any agreed upon payment plan for delinquent rent incurred before March 31, 2020 for the Principal Residence Rental Property;
- 5.1.11. Landlord not been barred or suspended by HUD, State of Maryland or by the City;
- 5.1.12. Landlord has not been found civilly or criminally liable, convicted of, had probation before judgment imposed, or has pleaded guilty or nolo contendere to any charge of bribery, attempted bribery, an antitrust violation, racketeering, fraud, embezzlement, theft, forgery, false pretenses, attempted false pretenses, falsification or destruction of records, or any related crime or violation;
- 5.1.13. All statements or information contained in all applications, correspondence or other materials delivered to the City for its consideration of the Grant or relating to the Program are true and correct as of the date hereof in all material respects, and Landlord has not failed to state any fact necessary in order to make the statements or information in such statements, in light of the circumstances under which they were made, not misleading; and
- 5.1.14. No event has occurred, and no condition exists which constitutes a default under this Agreement (unless waived by the City) or which, but for a requirement of notice or lapse of time, or both, would constitute a default.

**6. Defaults and Remedies.**

- 6.1. Defaults. At the City’s reasonable discretion, it may be deemed a default under this Agreement if:
  - 6.1.1. Either Landlord or Tenant fails to comply with the terms, conditions and covenants of any of this Agreement or the Program;
  - 6.1.2. Any representation made in any document submitted to City in connection with the Grant is determined by the City to have been untrue when made or at any time after that becomes untrue in a material, adverse manner; and
  - 6.1.3. Any violation by Landlord and/or Tenant of Sections 4 or 5 of this Agreement.
- 6.2. Remedies.
  - 6.2.1. Upon the occurrence of a default hereunder, the City may, in addition to any other rights and remedies it may have against Landlord and/or Tenant jointly and severally, at law or in equity, terminate this Agreement immediately upon delivery of written notice of termination to Tenant and Landlord.

6.2.2. Upon termination, (i) the City shall have no further obligation to make any Grant payments hereunder; (ii) Landlord may proceed with any lawful eviction proceedings; and (iii) Landlord shall reimburse the City for any Grant funds paid to Landlord pursuant to this Agreement within fifteen (15) days of the date of termination.

6.2.3. In the event Landlord fails to reimburse the City pursuant to Section 6.2.2, the City reserves its right to:

6.2.3.1. Deduct such unpaid amounts from future payment to Landlord under any City rental assistance program in which Landlord is otherwise eligible to receive; and/or

6.2.3.2. Take any other lawful action to collect such funds.

6.2.4. In the event that Landlord files for eviction for nonpayment of rent in violation of this Agreement, Landlord may be subject to criminal charges and civil penalties arising from the default of this Agreement.

6.2.5. Payment of Expenses. Any sums expended by the City to enforce any of the provisions of any of this Agreement and any of the rights and remedies of the City thereunder, shall constitute an indebtedness of Landlord and must be repaid by Landlord.

6.2.6. Landlord Recovery Action. In the event the Landlord is obligated to pay money back to the City pursuant to Section 6.2.3 above, nothing in this Agreement shall be construed to prevent the Landlord from commencing collection proceedings against the Tenant for such funds as appropriate.

## **7. General Requirements.**

7.1. Indemnification. Landlord and Tenant agree to jointly and severally indemnify, defend, and hold harmless the Mayor and City Council of Baltimore, its elected/appointed officials, employees, agents and volunteers harmless from all loss, liability, damage, costs, and expenses of any kind whatsoever, including as a result of any lawsuit brought or threatened, settlement reached, or governmental order, and including reasonable attorneys' fees, for any breach of the provisions of this Agreement. This obligation to indemnify the City shall survive the term of this Agreement.

7.2. Code and Regulatory Compliance. The Principal Residence Rental Property will be in compliance with minimum livability, subdivision, zoning, building and other applicable codes and construction/rehabilitation standards.

7.3. Conflict of Interest. Landlord and Tenant shall not allow any officer, employee, or agent of City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, to have any personal financial interest, direct or indirect, in this Agreement.

7.4. Compliance with Law. Landlord and Tenant shall each individually comply with all federal, state and local laws, rules and regulations applicable to the services to be provided under the terms of this Agreement, including those now in effect and hereafter enacted, promulgated or adopted. Any violation of such laws, ordinances, rules and regulations, and applicable codes of ethics shall

constitute a default of this Agreement and shall entitle the City to exercise the remedies in Section 6.2 above.

- 7.5. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Maryland. The parties agree that any suits or actions brought by either party against the other shall be brought in a court of appropriate jurisdiction in Baltimore City.
- 7.6. City Approvals. Except as otherwise provided herein, whenever any approval or notice by the City is required or permitted, only the Commissioner of the Baltimore City Department Housing and Community Development or his authorized agent shall have the power and right to approve, give notice or act on behalf of the City.
- 7.7. Successors and Assigns. This Agreement shall be binding on the parties hereto and their respective successors and the assigns of the City.
- 7.8. No Waiver. No failure by the City to exercise and no delay in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.
- 7.9. No Liability. The City, its elected/appointed officials, employees, agents and volunteers shall not be liable hereunder for any act or omission by it. No claim shall be made by Landlord and/or Tenant upon the City for or on account of any matter or thing arising pursuant to this Agreement.
- 7.10. Notices. Any notice required or permitted under this Agreement shall be in writing and hand delivered with receipt obtained therefor, or mailed, postage prepaid, to the other party by certified mail, return receipt requested to the following:

**FOR THE CITY:**  
 COVID-19 Temporary Rent  
 Support Program  
 417 E. Fayette Street  
 Baltimore, Maryland 21202  
 Attn: Division Chief

**FOR LANDLORD:**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**FOR TENANT:**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- 7.11. Time of Essence. Time is of the essence in the performance of this Agreement.
- 7.12. Amendments. No amendment or modification to this Agreement shall be effective unless in writing, executed by the City, Landlord, and Tenant.
- 7.13. Assignment. This Agreement may not be assigned without the prior written approval of the City.
- 7.14. Interpretation. The exhibits and recitals are incorporated into and form a part of this Agreement. However, marginal headings or titles contained herein are merely for the convenience of the parties concerned and shall have no effect upon the construction of this Agreement.

- 7.15. No Partnership or Joint Venture; No Control or Oversight. It is mutually understood and agreed that nothing contained in this Agreement is intended or shall be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners or creating or establishing the relationship of a joint venture, between the City, Landlord, and Tenant or as constituting Landlord and/or Tenant as the agent or representative of the City for any purpose or in any manner whatsoever.
- 7.16. No Interpretation Against Drafter. This Agreement is the product of negotiations between the parties hereto, and they are either represented by counsel or have had the opportunity to be represented by counsel and any rules of construction relating to interpretation against the drafter of an agreement shall not apply to this Agreement and are expressly waived.
- 7.17. Entire Agreement; Terms Binding. This Agreement shall completely and fully supersede all other prior agreements, both written and oral, by and between the parties with respect to this Agreement. All of the terms, conditions, stipulations, warranties, representations, and covenants of this Agreement shall apply to and be binding upon, and shall inure to the benefit of the parties and each of their respective successors and permitted assigns.
- 7.18. Copies. This Agreement may be executed in any number of copies and each such copy shall be deemed an original.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**MAYOR AND CITY COUNCIL OF  
BALTIMORE**

**APPROVED FOR FORM AND LEGAL  
SUFFICIENCY:**

By: \_\_\_\_\_  
Alice Kennedy, Deputy Commissioner  
Department of Housing and Community  
Development  
Date: \_\_\_\_\_

\_\_\_\_\_  
Chief Solicitor, Attorney at Law  
Date: \_\_\_\_\_

**LANDLORD(S):**

**TENANT(S):**

\_\_\_\_\_  
Name:  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name:  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name:  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name:  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name:  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name:  
Date: \_\_\_\_\_

Exhibits      A – Funding Source Exhibit



**EXHIBIT A**

**FUNDING SOURCE IDENTIFICATION**

<b>Source of Funding:</b>	<b><u>Federal</u></b>	<b><u>State</u></b>	<b><u>City</u></b>
<b>Name of Awarding Agency:</b>	U. S. Dept of Housing and Urban Development		
<b>Pass-Through Entity</b>	Mayor and City Council of Baltimore		
<b>Award Title:</b>	Entitlement Funds - CDBG-CV		
<b>Award Id. #:</b>	B-20-MW-24-0010		
<b>CFDA Id. #:</b>	14-218		
<b>Term of Award:</b>	1/21/2020 – 7/1/2022		
<b>Award Amount:</b>	\$13,101,766		
<b>City Account #:</b>	2089-208921-5930-818302-607001		

1. Landlord and Tenant each individually acknowledges that the funding of this Agreement is from federal, state, and/or City funds. The identification of the source of funding is indicated above. As applicable, Landlord and Tenant shall comply with the requirements of the funding source, including but not limited to the terms and conditions of the notice of grant award, statutes and regulations, and manuals.

2. As applicable, Landlord and Tenant shall comply with the assurances and certifications, which are attached hereto and incorporated herein.

3. Landlord and Tenant each individually agrees to accept any additional conditions governing the use of funds or performance of programs as may be required by executive order, federal, state or local statute, ordinance, rule or regulation or by policy announced by the City.

**[PLEASE INCLUDE ANY APPLICABLE FUNDING SOURCE FORMS AND/OR DOCUMENTATION]**