

Allowable Utilities and Other Expenses *

Utilities and home energy costs incorporated in the lease include the following allowable utilities:

- Electricity
- Trash Removal
- Energy Costs, such as Gas or Fuel Oil
- Water and Sewer (including Storm Water Fees)

Internet service is reimbursable under other expenses. Where internet service is bundled in a package with cable/phone, only the internet service may be paid.

Many lease agreements may include additional fees or services which for the purposes of this program are not considered rent and are ineligible expenses that cannot be reimbursed. These ineligible expenses include but are not limited to:

- Legal Fees
- Court Filing Fees
- Eviction Fees
- Insurance Violation or fees where tenant does not comply with insurance requirement
- Fees associated with violations of lease/property rules/requirements
- Maintenance Charges
- Posting fees
- Late fees in excess of 5% of rent
- Cable Services
- Telephone Services
- Reconnection fees on or before July 29th, 2020

If there is a remaining balance owed after assistance is provided, Landlord/Owner and tenant may arrange a payment plan outside of the House Wake! COVID-19 Financial Assistance Program agreement.

Rental Assistance Payment

The financial assistance payment is being made in accordance with program guidelines. Payments, including arrearages and future payments for any household generally may not exceed 12 months. Household income must be recertified every three months if the household is to receive ongoing financial assistance. Following the initial three-month period, if additional periods of support are approved, the program will continue to pay 100% rental payments for households under 50% area median income. Tenants earning over 50% area median income will have an added requirement to begin paying 30% of their income towards their rent and utilities upon recertification; assistance will be allowed for the remaining allowable expenses. For utility-only applicants, program will pay 100% of approved utility payments regardless of area median income. For Eligibility for funds after each three-month period is subject to approval, amendment to this agreement and the availability of remaining funds. In exchange, Landlord/Owners must agree not to pursue eviction during the duration of assistance as long as the tenant abides by the terms of the lease.

Landlord/Owner will provide Telamon monthly proof of rent owed by tenant. For prospective rent, if amount varies monthly due to utilities, Landlord/Owner will provide monthly proof of rent owed. If amount is static, amount noted in lease will be used.

Amount of rent due for initial period will be documented on *Certification of Rent Due* form and accompanied

by a ledger or other documentation of account supplied by Landlord/Owner.

By signing this agreement, the Landlord/Owner:

1. Attests that Landlord/Owner is owner of the property, property manager, broker, or otherwise with the legal standing and authority to duly and lawfully enforce the terms for property lease, and that Tenant and Landlord/Owner have had a valid Landlord/Owner/tenant relationship for the months in which Tenant is receiving House Wake! Covid-19 Financial Assistance for rent and related utilities.
2. Attests that Tenant occupied, and will occupy pursuant to a lease, the residence during the covered assistance period to the best of your knowledge.
3. Attests that Landlord/Owner has not received any other rent payment or rent relief, utility assistance, or other assistance benefitting Tenant for the covered assistance period. If it is discovered other rent or financial assistance has been accepted for the same period as authorized in this agreement, Landlord/Owner will refund House Wake! funding or be subject to legal action to seek repayment or recapture of grant funds.
4. Agrees to take any and all actions necessary to dismiss or withdraw current summary ejectment proceedings (eviction) against Tenant immediately upon signing this agreement, including withdrawal of a Writ of Possession or filing a Notice of Voluntary Dismissal of the Complaint filed in Wake County District Court. Landlord/Owner also agrees to not assess any costs or fees of any kind against Tenant for any dismissed or withdrawn proceedings or actions.
5. Agrees to work with Tenant to forgive or develop an appropriate and reasonable payment plan for rent and fees prior to April 1, 2020 and for all other rent and fees not covered by term of rent assistance.
6. Attests that House Wake! utility assistance will be immediately directed to the appropriate utility service provider in the instance where Landlord/Owner receives utility assistance funds on behalf of Tenant and the lease specifies Tenant is required to pay for those utilities via the Landlord/Owner.
7. The Landlord/Owner agrees to the Financial Assistance Guidelines and agrees not to file or pursue eviction of the assisted tenant during the term of assistance as long as the tenant abides by the terms of the lease as well as terms of this agreement and any amendments thereto.
8. The Landlord/Owner will furnish the Administrator with a completed W-9 and other requested documentation (financial records, rent ledgers or cancelled checks) in order to receive payment from Telamon. Telamon will make payment via the vendor name and mailing address on page one of this agreement or electronic disbursement.
9. The Landlord/Owner agrees to provide the program with a valid North Carolina lease for the assisted tenant.
10. Landlord/Owner will provide any information pertinent to this Rental Assistance Agreement which Telamon Corporation, Wake County or City of Raleigh may reasonably require. The Landlord/Owner agrees to provide ownership and current property tax payment documentation for each participating rental unit upon request.
11. The Landlord/Owner acknowledges and agrees that Wake County and its department WCHACR, the City of Raleigh and the contracted administrator Telamon Corporation have no responsibility or liability to any person for damages or injury incurred as a result of the Owner's action or failure to act in connection with the operation and maintenance of the units covered by this Agreement.

12. The Landlord/Owner agrees to release, discharge, defend, indemnify and hold harmless Wake County, including its department WCHACR, its Board of Commissioners, officers, employees, representatives, agents and assignees, the City of Raleigh, and Telamon Corporation from and against any and all losses, liabilities, damages, expenses and claims of any nature whatsoever brought by or on behalf of any person or entity arising from any alleged or actual injury or damage to any persons or property, whether in whole or in part: (i) any act or omission on the part of the Owner or Owner Parties or any entity engaged by the Owner or performing services on the Owner's behalf, (ii) any negligence or willful misconduct of Owner Parties; (iii) any breach of or default under the HRA Agreement; (iv) or any failure to comply with any applicable law of governmental requirement.
13. The Landlord/Owner agrees to maintain and operate the Contract Unit and related facilities in a manner that meets Minimum Habitability Standards in order to provide decent, safe and sanitary housing in compliance with State and local building and housing codes. The Contractor shall have the right to inspect the Contract Unit and related facilities periodically during the term of tenancy as determined by Administrator.
14. The Landlord/Owner agrees that accepting payment constitutes certification by the Landlord/Owner that the unit remains decent, safe and sanitary, the Landlord/Owner is in compliance with the terms of the lease and the unit remains occupied by the Tenant and that the Owner has not received and will not receive any additional consideration for the unit for this period from any source other than outlined in this agreement.
15. The Landlord/Owner agrees that it has notified tenant of potential lead hazards, identified lead hazards, and the result of lead hazard-reduction activities and has provided tenant with the HUD pamphlet "Protect Your Family from Lead in Your Home", and the HUD notice "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards".
16. Attests that the Landlord/Owner/Owner will not, in the provision of services or in any other manner, discriminate against any person on the basis of race, color, national origin, religion, gender, disability, or familial status.
17. The Landlord/Owner acknowledges that the House Wake! program is for the benefit of Tenant, and all provisions of this agreement shall be read in favor of furthering the goals of the House Wake! COVID-19 Financial Assistance Program to prevent evictions and provide housing stability.

By signing this agreement, the Tenant:

1. Agrees they will comply with terms of this agreement and any amendments thereto.
2. Agrees to provide Telamon monthly proof of rent/utilities in a timely manner upon request. Failure to do so may result in termination of this agreement.
3. Agrees to abide by terms of lease between Landlord/Owner and Tenant.
4. Agrees to work with Landlord/Owner to develop an appropriate and reasonable payment plan for rent and fees prior to April 1, 2020 and for all other rent and fees not covered by term of this agreement.
5. Agrees upon recertification to pay 30% of their income towards rent and utilities when applicable.
6. Understands that it is against the law to make false statements and that Tenant is subject to prosecution if they do. Tenant further understands that if any false statements are made in connection with this application, Telamon Corporation may seek any remedies available under law, including monetary relief in the form of repayment and

reimbursement of all benefits received and/or costs attributed to the collection thereof.

7. Acknowledges and agrees that Wake County and its department WCHACR, the City of Raleigh and the contracted administrator Telamon Corporation have no responsibility or liability to any person for damages or injury incurred as a result of the Owner's action or failure to act in connection with the operation and maintenance of the units covered by this Agreement.

8. Agrees to release, discharge, defend, indemnify and hold harmless Wake County, including its department WCHACR, its Board of Commissioners, officers, employees, representatives, agents and assignees, the City of Raleigh, and Telamon Corporation from and against any and all losses, liabilities, damages, expenses and claims of any nature whatsoever brought by or on behalf of any person or entity arising from any alleged or actual injury or damage to any persons or property, whether in whole or in part: (i) any act or omission on the part of the Owner or Owner Parties or any entity engaged by the Owner or performing services on the Owner's behalf, (ii) any negligence or willful misconduct of Owner Parties; (iii) any breach of or default under the Agreement; (iv) or any failure to comply with any applicable law of governmental requirement.

Agreement and Legal Capacity

All parties signing below affirms under penalty of perjury that the facts set forth in these statements are true and accurate.

This document contains the entire agreement between the Landlord/Owner, Tenant and Telamon Corporation. Amendments must be made in writing, signed by the Landlord/Owner, Tenant and Telamon Corporation.

The party, if any, executing this agreement on behalf of the Landlord/Owner hereby warrants that authorization has been given by the Landlord/Owner.

Signature of Tenant: _____ Date: _____

Signature of Landlord/Owner: _____ Date: _____

Telamon EPS Signature: _____ Date: _____

Telamon EPC Signature: _____ Date: _____

Signature of Telamon Director: _____ Date: _____