



HALL COUNTY
G E O R G I A

RENTAL ASSISTANCE PROGRAM GRANT AGREEMENT

Purpose: The Consolidated Appropriations Act, 2021, (Act), passed on December 21, 2020, provides funding to the U. S. Department of the Treasury (Treasury) under section 501(a) Division N of the Act and The Emergency Rental Assistance Program 2.0 was established by section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) both to provide funding to local governments for the Emergency Rental Assistance Program (ERAP) and the Emergency Rental Assistance Program 2.0(ERAP 2.0), which provides financial assistance to eligible households for:

1. Rent,
2. Rental arrears,
3. Utilities, (in ERAP 2.0)
4. Utility arrears (in ERAP 2.0)
5. Other expenses related to housing incurred due, directly, or indirectly, to the novel coronavirus disease (COVID-19).

Applicability: Hall County, Georgia, as a Treasury recipient, established the Emergency Rental Assistance Program and the Emergency Rental Assistance Program 2.0 (ERAP and ERAP 2.0) to provide financial assistance for rent and other expenses related to rental housing incurred due to COVID-19 for eligible households.

Term: Hall County's ERAP and ERAP 2.0 provides financial assistance for rent, rent arrearages, utilities, utility arrears or other housing expenses for a maximum of 15 months for ERAP and up to a total of 18 months for ERAP and ERAP 2.0 beginning no earlier than **March 13, 2020**. At any time an extension of an additional 3 months may be available only if necessary, to ensure housing stability and is subject to availability of funds within the 18 month cap.

The term of this ERAP Grant Agreement, which begins _____, (date) will terminate upon the earliest of:

1. The end of the time period covered in the Details of Assistance below; or
2. The date upon which the Lease expires or is terminated; or

3. The date this ERAP and ERAP 2.0 Grant Agreement is terminated by the Hall County Emergency Rental Assistance Program and the Emergency Rental Assistance Program 2.0 as result of default of the Tenant; and
4. The terms of this ERAP and ERAP 2.0 Grant Agreement may not extend beyond December 31, 2021 for ERAP and September 30, 2022 for ERAP 2.0.

Assistance: The total amount of assistance to be provided to _____
(Tenant Applicant) is detailed in the Details of Assistance below.

Rental Assistance Payment

“Rent” is the total monthly regular payment due each month to the owner/landlord for the use of a residential dwelling property. Prospective rent, or rents not yet due, may not exceed three (3) months beyond the date of the award, and may not exceed the maximum number of months of rental assistance allowed. Prospective rents may not be provided unless assistance has been provided to reduce the eligible household’s rental arrearages.

Rental Arrearages

“Rental arrearages” are the amounts of rent obligated by the lease agreement of a residential dwelling that are due but have not been paid at the time of the application for assistance.

Utilities and Home Energy Costs

“Utilities” are the regular charges due for the use of electricity, gas, and/or heating oil necessary to heat and cool the dwelling, provide lights, and fuel cooking; water; sewer; trash collection and other services necessary to provide a safe and sanitary living space.

Utilities and Home Energy Costs Arrearages

“Utilities and home energy costs arrearages” are the amounts of utilities and home energy costs for a residential dwelling that are due but have not been paid at the time of the application for assistance.

Other Expenses Related to Housing Incurred Due, Either Directly or Indirectly, to COVID-19

“Other expenses related to housing.”

Tenant Certifications and Representations:

I _____ (Tenant Applicant) do hereby certify that:

1. I am authorized to submit this Application to request fund payments from Hall County (“County”) for federal funds appropriated pursuant to the CARES Act, the Consolidated Act 2021, and the Emergency Rental Assistance Program 2.0.

2. I have truthfully and fully disclosed all information required by the program in the application for assistance.
3. I have disclosed all household members and all of their income.
4. I have made no false or misleading statements in order to secure approval of my application for assistance.
5. _____ (rental property address) is my primary place of residence; and
6. I agree that the Hall County, the Hall County Auditor (or their designee), and the Treasury's Office of Inspector General shall be entitled to access, review, and audit any records necessary to prevent fraud and/or ensure compliance with federal requirements.
7. I understand that any records must be made available upon request; and
8. No one in the household has received and will not receive any payments or other assistance from a federal agency or any other public or private source for rental costs for the periods covered by this ERAP Grant Agreement or within one year of the date of this agreement other than those disclosed by me in the application for assistance; and
9. _____ (rental property address) has not and will not be sublet, and I have disclosed all persons that have been or will be allowed to occupy the property as part of the household; and
10. I, as well as any and all household members, do not own or have any interest in _____ (rental property address) other than the rights to occupy the dwelling as my/our residence as described in the lease.
11. I have received a copy of the Notice of Occupancy Rights under the Violence Against Women Act (VAWA); and
12. As stated in the Application for assistance and as of the date of this EARP Grant Agreement, the total household occupying the unit includes the following members:

| Name (<i>First, M., Last</i>) | Minor/ Under 18 |
|---|--------------------|
| [pull this information from the system] | |
| | |
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| | |

Details of Assistance:

| Description | 2020 Assistance | | | | | | | | | | | |
|-------------------------|-----------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
| Rental Assistance | | | \$ | | | | | | | | | |
| Utility Assistance | | | \$ | | | | | | | | | |
| Other | | | | | | | | | | | | |
| Description | 2021 Assistance | | | | | | | | | | | |
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
| Rental Assistance | | | | | | | | | | | | |
| Utility Assistance | | | | | | | | | | | | |
| Other | | | | | | | | | | | | |
| TOTAL ASSISTANCE | \$ | | | | | | | | | | | |

Under penalties of perjury, I declare that I have read this ERAP and ERAP 2.0 Grant Agreement and that the facts stated in it, as well as the facts stated in the Application for assistance are true and correct. I understand that knowingly making a false written declaration may be charged as a felony of the third degree.

| | |
|-----------------------------|-----------------------------|
| [fill in name] | Applicant Signature: |
| Date | |
| | |
| Accepted by: | |
| [fill in jurisdiction name] | [fill in position] |
| Date: | |