ESG Rental Assistance Agreement

Instructions: This Agreement covers ESG "Tenant-Based" Rental Assistance and must be completed by the ESG subrecipient Agency and Landlord when providing rental assistance under both the homelessness prevention and rapid re-housing components of the ESG Program. **When paying rental arrears _only_ a Rental Assistance Agreement is required as arrears are considered rental assistance. The Rental Assistance Agreement does not take the place of the lease between the program participant and landlord.**

Agency: _____

Program participant: _____

Address of unit being rented: _____

Name of apartment complex if applicable: _____

Landlord name: _____

Landlord address: _____ Phone: _____
_____
When providing tenant-based rental assistance, the Rental Assistance Agreement with the Landlord must terminate and no further rental assistance payments be made if:
- The program participant moves out of the housing unit;
- The lease terminates and is not renewed;
- The program participant becomes ineligible to receive ESG rental assistance.

During the term of the Rental Assistance Agreement, the Landlord must provide the Agency named above a copy of any notice to the program participant to vacate the housing unit, or any complaint used under state or local law to commence an eviction action against the program participant.

_____
Terms of Agreement: (term of the rental assistance agreement should be for the length of time the Agency anticipates providing assistance). All payments must be made directly to the Landlord.
- The term of this Rental Assistance Agreement begins on _____ and ends on _____.

Security Deposit:
- Agency will pay a Security Deposit to Landlord in the amount of $_____.

Rental Arrears:
- Agency will pay Rental Arrears to Landlord in the amount of $_____.

- Number of months of arrears paid: _____.

Monthly Rent:
- The monthly rent payable to the Landlord is: $_____

- Of the monthly rent amount the ESG portion is: $_____

- **Of the monthly rent amount the program participant portion is $_____

** (If the program participant is required to pay a portion of the monthly rental amount, the Agency must have written policies and procedures for determining the program participant's portion).

Payment Due Date: (payment due date, grace period, and late payment penalty requirements must be the same as indicated in program participant's lease).
- The payment due date is: _____

- The grace period for payment is: _____

- Late penalty requirements are: _____ (ESG Program funds cannot be used to pay late payment penalty costs).

_____   Date: _____

Signature of Landlord

_____   Date: _____

Signature of Agency's Authorized Representative