This Housing Assistance Payment Contract (HAP) is effective **[DD/MM/YYYY]** between **[AGENCY NAME]** (a non-profit community organization), **[LANLORD NAME]** (landlord— a provider of housing units), and **[TENANT’S NAME]** (a participant head of household) enrolled in **[PROGRAM’S NAME]** (program).

The Purpose of this Contract is to assist the Participant to lease a habitable, safe and sanitary dwelling unit from the Landlord. **[AGENCY NAME]** will make a housing assistance payment as described below to the Landlord on behalf of the Program Participant in accordance with this HAP. The parties hereto agree as follows:

1. This Agreement applies to the Tenant/Household including all members of the household listed below, and the dwelling unit (“Unit”) designated in this Section:

**Tenant/ Participant Head of Household:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Additional Household Members:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Unit Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Apt No:** \_\_\_\_\_\_\_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Unit Size:** SRO Studio 1 BR 2 BR 3 BR 4 BR 5BR 6BR

**Participant Move-In Date:** \_\_ \_\_ / \_\_ \_\_ / \_\_ \_\_ \_\_ **Monthly Contract Rent: $** \_\_ , \_\_ \_\_ \_\_ . \_\_ \_\_

1. Landlord shall rent or lease the Unit to the Participant. The Participant and Landlord shall execute a written rental agreement or lease (“Agreement”) if a written agreement is not already in place. A complete copy of this agreement shall be provided to **[AGENCY NAME].** The lease shall contain all provisions required by the Department of Housing and Urban Development (HUD) and Santa Clara County, and shall not contain any provisions prohibited by HUD or Santa Clara County.
2. The term of this HAP Contract cannot extend beyond the last day of the term of the Lease. This contract shall end in any event upon termination of the Services Contract between **[AGENCY NAME]** and Santa Clara County. Additional payments beyond this period are not guaranteed and are subject to the Participant’s ongoing eligibility for Program Financial Assistance, progress toward housing stability goals, and availability of funding. Any additional payment must be outlined in a separate HAP agreement.

**HAP Start Date:** \_\_ \_\_ / \_\_ \_\_ / \_\_ \_\_ \_\_ \_\_ **HAP End Date:** \_\_ \_\_ / \_\_ \_\_ / \_\_ \_\_ \_\_ \_\_

1. Subject to the verification of Participant’s eligibility for Program, [AGENCY NAME] will make payment(s) to the Landlord on behalf of the Participant as outlined below. Payment(s) may not exceed the Contract Rent listed above for the given period. The participant is responsible for paying the tenant portion of Rent described below directly to the Landlord. Any additional payment must be outlined in a separate HAP agreement. Neither **[AGENCY NAME]** nor Santa Clara County assumes any obligation for the tenant or for payment of any claim by the Owner against the Household. The obligation of **[AGENCY NAME]** is limited to making housing assistance payments on behalf of the Household according to this Contract.
2. The Housing Assistance Payments to the Owner will continue during the term of this Contract until the tenant rent equals the total Contract Rent. The termination of rental assistance payments shall not affect the Household’s other rights under the Lease nor shall such termination preclude the resumption of payments as a result of changes in income or rent or other relevant circumstances during the term of the Contract.
3. **[AGENCY NAME]** may terminate housing assistance payments under this Contract, because of action or inaction by the Household, in the following cases: (1) if the Household committed any fraud in connection with any federal housing assistance or (2) if the Household has breached an agreement with **[AGENCY NAME]. [AGENCY NAME]** shall notify the Owner in writing of its decision to terminate housing assistance payments in such case.

**[AGENCY NAME] to Pay** **Participant to Pay**

Prorate in the amount of $\_\_,\_\_ \_\_ \_\_ .\_\_ \_\_ Prorate in the amount of $\_\_,\_\_ \_\_ \_\_ .\_\_ \_\_

Month 1: the amount of $\_\_,\_\_ \_\_ \_\_ .\_\_ \_\_ Month 1: the amount of $\_\_,\_\_ \_\_ \_\_.\_\_ \_\_

Month 2: the amount of $\_\_,\_\_ \_\_ \_\_. \_\_ \_\_ Month 2: the amount of $\_\_,\_\_ \_\_ \_\_.\_\_ \_\_

Month 3: the amount of $\_\_,\_\_ \_\_ \_\_.\_\_ \_\_ Month 3: the amount of $\_\_,\_\_ \_\_ \_\_.\_\_ \_\_

Month 4: the amount of $\_\_,\_\_ \_\_ \_\_. \_\_ \_\_ Month 4: the amount of $\_\_,\_\_ \_\_ \_\_.\_\_ \_\_

Month 5: the amount of $\_\_,\_\_ \_\_ \_\_. \_\_ \_\_ Month 5: the amount of $\_\_,\_\_ \_\_ \_\_.\_\_ \_\_

Month 6: the amount of $\_\_,\_\_ \_\_ \_\_. \_\_ \_\_ Month 6: the amount of $\_\_,\_\_ \_\_ \_\_.\_\_ \_\_

1. In addition, **[AGENCY NAME] WILL** **– OR –** **WILL NOT** (Housing Staff to circle one) provide one-time Security Deposit assistance, not to exceed 2 times monthly contract rent, in the amount of:

**$ \_\_ , \_\_ \_\_ \_\_ . \_\_ \_\_**

Note: If Participant vacates, Landlord will follow State law in processing of the security deposit and returning any remaining amounts to Participant.

1. **[AGENCY NAME]** will provide Program Participant with supportive services, including case management around housing and income goals, service referrals, and additional resources to assist the Participant and household members to achieve self-sufficiency. Case managers do home visits at least monthly and will help the Participant with a budget plan and to create and achieve housing stability goals.

**Case Manager**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Phone:** \_\_ \_\_ \_\_ - \_\_ \_\_ \_\_ - \_\_ \_\_ \_\_ \_\_

1. Landlord will handle all noticing to Participant and agrees to work collaboratively with **[AGENCY NAME].** to further long-term housing stability for the Participant and to notify **[AGENCY NAME]** in advance of its intent to terminate the Participant Agreement.
2. Any changes made to the Lease, including adjustment to the rent and to the dwelling unit, must be in writing, signed and dated by both parties, and approved by **[AGENCY NAME]** before the changes can become effective while the Household participates in the Program. The Owner must submit any rent increase request, in writing, to **[AGENCY NAME]** 60-calendar days prior to the desired effective date.
3. The Landlord will provide **[AGENCY NAME]** with copies of any notices to Participant concerning late rent payments.
4. Landlord will provide **[AGENCY NAME]** a copy of any notice served to Participant to vacate the housing unit or any complaint used under State or local law to commence an eviction action against Participant. In the event that Participant moves out and Landlord is overpaid, **[AGENCY NAME]** will recoup overpaid funds.
5. Landlord shall continuously maintain the unit to meet Housing Quality/Habitability Standards. If **[AGENCY NAME]** determines that the Owner is not meeting these obligations, **[AGENCY NAME]** has the right, even if the Household continues in occupancy, to terminate or reduce rental assistance payments to the Owner, and to terminate the Contract.
6. The Owner or his/her agent may enter the dwelling unit only for the following purposes: (1) to inspect to see Household is complying with this Agreement, (2) to make repairs, and (3) to exhibit the unit to prospective purchasers, mortgagees, tenants, and workmen. Household shall not unreasonably withhold consent to the Owner to enter for such purposes. However, Owner shall, except in an emergency such as fire, give the Household at least a 24-hour notice of the intent to enter and may then enter only at a reasonable time. If an emergency occurs, the Owner shall, within two days thereafter, notify the Household in writing of the date, time, purpose, and result of such entry.
7. The Owner shall not, in the provisions of services, or in any other manner, discriminate against any person on the grounds of age, race, color, creed, religion, sex, disability, sexual orientation, or national origin. Unwed parents, families with children born out of wedlock, and recipients of public assistance shall not be excluded from participation in or be denied the benefits because of such status.
8. No person who is an employee, agent, consultant, officer, or elected or appointed official of **[AGENCY NAME]** and who exercises or has exercised any functions or responsibilities with respect to housing assistance payments, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the payment, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
9. Protections for Survivors of Abuse—The Owner will comply with the protections under 24 CFR part 5, subpart L during the period of assistance under the Program:
10. Incidents or threats of abuse will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of a victim of abuse.
11. Status as a survivor of domestic violence or any criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the Household's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
12. **[AGENCY NAME]**, or Owner may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the program.
13. Nothing within this section may be construed to limit the authority of **[AGENCY NAME]**  or Owner when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
14. Nothing within this section may be construed to limit the authority of the Owner to evict, or **[AGENCY NAME]**  to terminate assistance, to the Household if the owner or **[AGENCY NAME]** can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the Household is not evicted or terminated from assistance.
15. Nothing within this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

BY EXECUTING THIS HAP, THE LANDLORD, **[AGENCY NAME]**, AND THE PARTICIPANT AGREE TO THE TERMS AND CONDITIONS STATED IN SECTION 1 THROUGH SECTION 10 OF THIS HAP.

**ON BEHALF OF [AGENCY NAME]** **ON BEHALF OF LANDLORD**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Program Staff Name Landlord or Representative Name

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Title Title

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Program Staff Signature Landlord or Representative Signature

Date: \_\_ \_\_ / \_\_ \_\_ / \_\_ \_\_ \_\_ \_\_ Date: \_\_ \_\_ / \_\_ \_\_ / \_\_ \_\_ \_\_ \_\_

**PARTICIPANT**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Head of Household Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Head of Household Signature

Date: \_\_ \_\_ / \_\_ \_\_ / \_\_ \_\_ \_\_ \_\_