

GRANT AWARD OVERVIEW

| SECTION A | | | | | |
|---|---|--|---|--|---|
| SECTION A(1): Participant | | | | | |
|  | Participant Information: <i>Name listed in row 1 is Head of Household and shall sign on behalf of Participant and household members (together, "Participant").</i> | 1. | | | |
| | | 2. | | | |
| | | 3. | | | |
| | | 4. | | | |
| | | 5. | | | |
| | | 6. | | | |
| | | 7. | | | |
| Section A(2): Property Information | | | | | |
|  | Property Information for Primary Residence ("Property") | Address: | | | |
| | | | | | |
| | | Complex name if applicable: | | | |
| | City: | State: NC | Zip: | County: | |
| Section A(3): Lease Information | | | | | |
|  | Property Landlord/Property Manager ("Landlord"): | | | | |
|  | Lease Term: _____ to _____ | Current lease arrangement: <input type="checkbox"/> Written <input type="checkbox"/> Oral | | | |
| | Monthly Rent amount: \$ _____ | When payments are made and due (e.g. monthly, 1 st of the month) | | | |
| | Are any of these utilities included in the lease or required to be paid by Participant to the Landlord pursuant to the lease? | Water? <input type="checkbox"/> Yes <input type="checkbox"/> No | Sewage/Wastewater? <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| | | Electricity? <input type="checkbox"/> Yes <input type="checkbox"/> No | Gas/Propane? <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| | Check months that Participant requests rent assistance. <i>At least one month must be past due; the HOPE Program may only cover up to six (6) months of past due and future rent combined. Rent due prior to April 1, 2020 is not eligible.</i> | <input type="checkbox"/> April 2020 <input type="checkbox"/> May 2020 <input type="checkbox"/> June 2020 <input type="checkbox"/> July 2020 <input type="checkbox"/> August 2020 <input type="checkbox"/> September 2020 <input type="checkbox"/> October 2020 | <input type="checkbox"/> November 2020 <input type="checkbox"/> December 2020 <input type="checkbox"/> January 2021 <input type="checkbox"/> February 2021 <input type="checkbox"/> March 2021 <input type="checkbox"/> April 2021 | | |
| Total Award for Rent Assistance Funds to be provided: | | \$ | | | |
| Section B: Utility Award Information | | | | | |
|  | The following utility bills and total payment amounts: | Electricity: \$ _____ Service Provider: _____ | Water: \$ _____ Service Provider: _____ | Sewer/Wastewater: \$ _____ Service Provider: _____ | Gas/Propane: \$ _____ Service Provider: _____ |
| | | Total Award for Utility Assistance to be provided: | | | |

| Section C: Awarding Community Partner | | | |
|---|-------------------------------|------------------------|------|
|  | Awarding Community Partner | Organization: | |
| | | Mailing address: | |
| | | Phone: | Fax: |
| | | E-mail (if applicable) | |

Section D: Terms and Conditions

This Grant Agreement (Agreement) outlines the obligations and responsibilities of Participant in consideration for the grant award offered by the NC Housing Opportunities + Prevention of Evictions (HOPE Program or Program), which is administered by the NC Office of Recovery and Resiliency (NCORR), a division of the NC Department of Public Safety, and the above listed Community Partner awarding agency (Community Partner). By signing this Agreement, the Participant agrees to the terms and conditions stated herein. An Award will not be issued unless all Program documentation required and requested is received by the Community Partner, including a fully signed Landlord and Tenant HOPE Agreement if applicable.

- 1) **HOPE Program Award.** The Community Partner listed above will issue the grant award (Award) in the amount stated above. The Award is conditioned and based on Participant’s assurances provided in the Program application, determined eligibility of Participant pursuant to the Program policies and procedures, and submittal of all required documentation for the Program. The Award is subject to adjustment based on any rent and utility assistance or other duplication of benefits (“Duplication of Benefits” or “DOB”) received by the Participant (as further described below), regardless of when those benefits are received. The Award may be limited to a percentage of the cost of the Award based on program eligibility policies. Participant has received and consented to the estimate of the Award by the Community Partner, less any DOB and the calculation of the Award. Participant is advised and agrees that additional information may be required and requested by the Community Partner or NCORR at any time to determine that the Award was properly calculated.

Participant acknowledges that the Award shall consist of federal grant and assistance through the CARES Act (Community Development Block Grant – Coronavirus (“CDBG-CV”) and/or Coronavirus Relief Funds (“CRF”). The Award is subject to availability of these funds.

Participant must maintain all records, receipts, invoices and other documentation related to the Award for no less than five (5) years from the date of Award issuance to landlord and utility service providers. Participant must provide the documentation to NCORR, its designees or assigns, upon request.

- 2) **Participant Continuing Representations and Warranties.** By signing this Agreement, and as a condition of receipt of this Award, Participant hereby expressly makes the following representations and warranties under the penalty of perjury:
- a) I/we provided true and accurate information in connection with my/our Program application and to Program administrators and have not misrepresented or omitted any information relevant to my/our eligibility for Program assistance.
 - b) I/we are of the age of majority and of sound mind (including an undersigned Representative, if any) have full power, authority, and legal right to execute this Grant Agreement;
 - c) I/we have reported all assistance received in my/our initial application and any monies received since the initial application;
 - d) I/we certify that I/we have provided complete, accurate, and current information regarding household income to demonstrate eligibility to receive HOPE Program funds;
 - e) I/we have had an opportunity to read, understand and agree to the Program policies and procedures and the amount of assistance within this Agreement.
 - f) I/we certify that the loss of income is due to the effects or impact of the COVID-19 pandemic.

- 3) **Default.** The Participant will be in default of this Agreement if the Participant: made a false certification in the immediately preceding Paragraph, fails to comply with any of the obligations set forth in this Agreement or applicable Program policies and procedures, or falsifies or provides misleading information in Participant’s application. Decisions by the Community

Partner or NCORR regarding default may be appealable; the appeal procedures are available in the HOPE Program manual. However, the Community Partner's final decision shall be binding. Upon a declaration of default, at its discretion, NCORR may take any or all of the following actions, including but not limited to:

- a) demand recapture for all or a portion of the Award that was paid and/or is due to a third party under this Agreement;
 - b) require recapture for reasonable attorney's fees and/or collection costs;
 - c) waive, forgive, and/or provide an opportunity to cure the default;
 - d) terminate of this Agreement; and/or
 - e) sue Participant for damages or injunctive or equitable relief.
- 4) **Prohibition Against Duplication of Benefits ("DOB").** Any funds already received by Participant for the same purpose must be deducted from Participant's grant amount as a DOB of CDBG-CV funding, as applicable. Participant agrees that if Participant receives benefits from any other program for the same purpose that is the subject of this Agreement, Participant will report receiving benefits by contacting the Community Partner or NCORR within two weeks of receipt of additional proceeds and/or benefits. If Participant fails to report additional benefits, NCORR may require immediate repayment in full of the entire Award.
- 5) **Subrogation and Assignment Regarding CDBG-CV Funds.**
- a) **Cooperation and Further Documentation.** If requested by NCORR, Participant agrees to execute such further and additional documents and instruments as may be requested to further and better assign to NCORR, to the extent of the Award and the Policies and Procedures, any amounts received for disaster recovery assistance that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by NCORR to consummate and make effective the purposes of this Agreement.
 - b) **Authorization of NCORR to Contact Third Parties.** Participant expressly allows NCORR to request of any company or entity from which Participant has applied for or is receiving funding, any non-public or confidential information determined to be reasonably necessary by NCORR to monitor and/or enforce its interest in the rights assigned to it under this Agreement and gives Participant's consent to such company or entity to release said information to NCORR. Participant agrees to execute any third-party verification forms or other documentation required for NCORR or its designees to access Participant information to enforce this provision of the Agreement.
 - c) **Agreement to Turn over Proceeds; Future Reassignment.** Participant agrees to promptly pay NCORR any DOB proceeds received by Participant, previously or in the future, if Participant received a Program award in an amount greater than the amount Participant would have received if the DOB proceeds had been considered in the calculation of Participant's Award.
- 6) **Non-Waiver by Community Partner and NCORR.** No waiver of any breach or default shall constitute or be construed as a waiver by the Community Partner or NCORR of any subsequent breach or default or of any breach or default of any other provision.
- 7) **Grant Proceeds Contingent.** The Award under this Agreement is contingent upon appropriation, budgeting, and availability of specific funds to discharge those proceeds. Nothing in this Agreement constitutes a debt, direct or indirect multiple fiscal year financial obligation, a pledge of NCORR's credit, or a payment guarantee by NCORR to the Participant or the Community Partner.
- 8) **Appeals and Complaints Procedures.** If Participant(s) have a grievance or desire to appeal a decision rendered regarding any provision of this Agreement, Participant(s) can file an appeal with the Community Partner in the manner outlined in the HOPE Program Manual. The appeal must be in writing and should specifically allege the basis for the appeal, the relevant facts and circumstances, and provide any supporting documentation that justifies the appeal.
- 9) **Enforcement.** The Participant acknowledges that NCORR and the Community Partner have the right and responsibility to enforce this Agreement, and that no other entity or individual may have standing or rights to enforce this Agreement except for when required by law.
- 10) **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the

REMINDER: All HOPE program applications and supporting documents, such as utility bills, must be submitted directly to the county's designated HOPE Program Community Partner organization. The (1) HOPE Program application, completed by the Participant via assistance by NC2-1-1 and the Community Partner, (2) Landlord and Tenant HOPE Program Agreement executed by the Landlord and Participant/Tenant (if applicable), and (3) Grant Agreement signed by the Participant must be provided to the Community Partner, along with any requested verification and proof of lease, for processing and distribution of funds.