

**Step #4** **Continuum of Care Tenancy Checklist**

This checklist is done initially and will be Step 3 if there is a unit change

**Tenant Name:**

**Subrecipient/Case Manager:**

**Effective Date:**

**HMIS ID#**

**Documents** (Provide copies of originals)

Included

N/A

Lease Agreement (executed)

Sublease Agreement (SBRA-only)

VAWA Lease Addendum

Agreement to Return Security Deposit

Rental Assistance Agreement

HAP Contract

(TBRA-signed by the owner/ SBRA-signed by the subrecipient)

Other

**Submit all documents to RIHousing. Once the forms are approved, payments will be generated.**

**LEASE ADDENDUM**

**VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005**

TENANT	LANDLORD	UNIT NO. & ADDRESS
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This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

**Purpose of the Addendum**

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

**Conflicts with Other Provisions of the Lease**

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

**Term of the Lease Addendum**

The effective date of this Lease Addendum is \_\_\_\_\_. This Lease Addendum shall continue to be in effect until the Lease is terminated.

**VAWA Protections**

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, 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.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date

**COC RENTAL ASSISTANCE**  
**AGREEMENT TO RETURN SECURITY DEPOSIT**

I, \_\_\_\_\_, hereby certify that I am the owner of premises (the "Premises") located at:

Street Address & Apt. #: \_\_\_\_\_,

City or Town: \_\_\_\_\_ Rhode Island

Zip: \_\_\_\_\_

and that I have agreed to lease the Premises to \_\_\_\_\_ for a monthly rental of \$\_\_\_\_\_.

Upon receipt of a security deposit in the amount of \$\_\_\_\_\_ paid on behalf of the Tenant by Rhode Island Housing or the Subrecipient, I hereby agree that at the end of the Tenant's lease term I shall promptly return to Rhode Island Housing or the Subrecipient the security deposit less any amounts I may lawfully withhold to cover damage to the Premises caused by the Tenant.

I shall have no right to withhold the Security Deposit or any portion thereof, unless I shall have first delivered to Rhode Island Housing or the Subrecipient and Tenant, a detailed list in writing, of damages caused to the premises by the Tenant as required by R.I. General Laws 34-18-19.

By signing below, I acknowledge having read and understood the terms of this agreement.

\*Landlord Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\* If landlord is a corporation, an authorized officer should sign this agreement. If landlord is a partnership, this agreement should be signed by an authorized partner or by all partners.

Subrecipient: If the money was provided directly to you and you paid the owner, by signing below, you agree to return the Security Deposit unless the owner is withholding the deposit or a portion thereof, which you will then ensure you receive a detailed list in writing and forward it to RI Housing.

Subrecipient Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**RIHOUSING COC RENTAL ASSISTANCE PROGRAM  
RENTAL ASSISTANCE AGREEMENT**

**Tenant Name:** \_\_\_\_\_

**Monthly Subsidy Amount:** \_\_\_\_\_

\_\_\_\_\_ Landlord of \_\_\_\_\_ has agreed to accept this rental subsidy agreement on behalf of \_\_\_\_\_ (Tenant). The monthly rent of \$ \_\_\_\_\_ as stated in the lease will be subsidized by Rhode Island Rental Assistance Program in the amount of \$ \_\_\_\_\_. The Tenant will pay the remaining balance of \$ \_\_\_\_\_. The subsidy will be for a period of one-year beginning \_\_\_\_\_ and ending \_\_\_\_\_.

The Term of this contract shall begin on: \_\_\_\_\_ and automatically terminates on the earlier of twelve months from the date of execution or the last day of the term of the lease.

This subsidy is for the contract unit at the following address: \_\_\_\_\_; Authorized household members are: \_\_\_\_\_

This agreement to provide rental assistance subsidies is subject to and contingent on the following:

1. The assisted Tenant must continue to meet eligibility and program requirements. Failure to do so will result in the loss of the subsidy.
2. The Tenant has sole responsibility for the prompt payment of his/her share of the rent. Documentation that this obligation has been fulfilled must be provided to the Project Sponsor, \_\_\_\_\_. Receipts, cancelled checks, etc. are acceptable evidence of payment and copies thereof must be submitted to the Project Sponsor monthly. Failure to provide documentation of monthly rent payment could result in termination from the program.
3. The Tenant is not obligated to pay any amounts to the Landlord other than those specified in the lease and included in this agreement. Should the Landlord request or demand any additional payments, the Tenant shall promptly notify the Project Sponsor.
4. If the tenant is responsible to pay all or some of the utilities, the tenant has sole responsibility for the prompt payment to the utility service provider. If the tenant qualifies for a utility reimbursement, the tenant has the option of having the reimbursement sent directly from to the utility service provider. If the tenant does not agree to this and wants the reimbursement sent directly to them, the tenant must check the following box:
5. No persons other than those listed on the lease and specified above may live in or occupy the unit without first obtaining the permission of the Landlord and the Project Sponsor. If household size changes because of births, adoption or court ordered custody of minor children, the Landlord and the Project Sponsor must be notified as soon as possible.
6. The Tenant must fulfill all obligations contained in the lease to occupy the premises. The Tenant must maintain the dwelling unit in a clean and sanitary manner that is free from any conditions that may be hazardous or environmentally harmful. The Tenant must respect the rights of his/her neighbors to the peaceful and quiet enjoyment of their housing. Tenant must cooperate in any housing quality inspection conducted by the Project Sponsor.

7. If the dwelling unit or any Landlord supplied appliance or fixture is damaged or inoperable, Tenant will first notify the Landlord. Should the Landlord not respond or fail to make needed improvements or repairs, the Tenant shall notify the Project Sponsor. The Tenant should NOT under any circumstances withhold the payment of his/her portion of the rent. If the Project Sponsor verifies that an improvement or repair is needed for the unit to continue to meet program housing quality standards, the program will withhold its subsidy payments to the Landlord until the unit once again meets program standards.
8. The unit must be the Tenant's only legal residence and may not under any circumstances be sub-let or assigned to any other party.
9. The Tenant must continue to occupy the premises. Should the Tenant wish to move to another unit, he/she must first obtain the Landlord's permission to terminate the lease and the permission of the Project Sponsor to seek an alternative unit. Failure to obtain these approvals in advance of moving from the unit will result in an immediate termination of the rental assistance.
10. The Tenant and all members of his/her household must agree to provide income and related benefit information to the Project Sponsor whenever required to do so. Failure to promptly notify the Project Sponsor of changes in income or household composition could result in termination of rental assistance.
11. This rental assistance subsidy will terminate immediately if the lease for occupying the premises is terminated.
12. Case management, referrals to services and other support will be provided to the tenant by the Project Sponsor, \_\_\_\_\_ . Participation in these services is voluntary but strongly encouraged to support housing stability.
13. The rental assistance provided to the Tenant shall be the sole housing assistance subsidy received. If the Tenant qualifies for an additional or alternative subsidy, the Tenant will immediately notify the Project Sponsor. Should the Tenant qualify for or be awarded another housing subsidy (such as Housing Choice Vouchers – Section 8), the Tenant agrees to accept that subsidy and discontinue participation in the RI Housing Rental Assistance Program.

By signing below Tenant agrees to and accepts the terms and conditions specified in this agreement.

I, Tenant, residing at \_\_\_\_\_ have reviewed and understand this agreement. I agree to adhere to the terms and conditions stated in this agreement.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Project Sponsor

\_\_\_\_\_  
Date

Grant Number:

**RHODE ISLAND HOUSING  
CONTINUUM OF CARE PROGRAM  
HOUSING ASSISTANCE PAYMENTS CONTRACT**

This Housing Assistance Payments Contract (this “Contract”) is entered into between the Rhode Island Housing and Mortgage Finance Corporation (“Rhode Island Housing” or the “PHA”), a public corporation and instrumentality of the State of Rhode Island with a mailing address of 44 Washington Street, Providence, Rhode Island 02903; and Owner \_\_\_\_\_, an individual with a mailing address of \_\_\_\_\_ (“Owner”). Rhode Island Housing serves as a public housing agency with respect to certain programs and initiatives of the U.S. Department of Housing and Urban Development (“HUD”), which include the Continuum of Care Program (the “Program”). Among other functions, Rhode Island Housing administers tenant-based rental assistance under the Program on behalf of the Rhode Island Continuum of Care.

The purpose of this Contract is to assist the tenant identified in Section 1(A) (the “Tenant”) to lease a decent, safe, and sanitary dwelling unit from the Owner. The PHA will make “Housing Assistance Payments” (as hereinafter defined) to the Owner on behalf of the Tenant in accordance with this Contract and the regulations governing the Program, which are set forth at 24 CFR Part 578 (the “Regulations”).

**1. Contract Unit, Tenant and Lease.**

- (A) This Contract applies only to the Tenant and dwelling unit (“Contract Unit”) designated in this section:

**Contract Unit:** \_\_\_\_\_

**Owner Tax ID#:** \_\_\_\_\_

**Tenant:** \_\_\_\_\_

- (B) The Owner shall lease the Contract Unit to the Tenant. The lease to be executed by the Tenant and the Owner for the Contract Unit (the “Lease”) shall be on a standard form generally used for other unassisted tenants in the premises. The Lease must be submitted to the PHA for approval.

- 1) The Lease shall not contain any provisions prohibited by HUD.
- 2) The Lease shall require the Tenant to pay rent directly to Owner based on the income calculation described in Section 3(B) below.
- 3) The Lease shall specify what utilities are to be provided or paid by the Owner or the Tenant.

- (C) The Owner certifies that the Lease is consistent with State and local law and the terms of this Contract.

- (D) The executed Lease shall be attached hereto and incorporated herein by reference.
- (E) The Owner is responsible for screening the Tenant's suitability for tenancy. The PHA is not responsible for such screening. The PHA has no liability or responsibility to the Owner or other persons for the Tenant's behavior or conduct in tenancy, or the behavior or conduct in tenancy of any member of Tenant's household.

**2. Term of Contract.**

The term of this Contract shall begin on the first day of the initial term of the Lease and terminate on the last day of the term of the Lease (whether the initial term of the Lease or any extension thereof), unless sooner terminated pursuant to the terms of this Contract.

**3. Rent and Housing Assistance Payment**

- (A) The total monthly rent payable to the Owner during the term of this Contract is the "Contract Rent." The Contract Rent may not exceed the reasonable rent for comparable unassisted units in PHA's sole determination, which determination shall be consistent with applicable HUD rent reasonability guidelines. Initially and unless adjustment of the Contract Rent is made in accordance with Section 8 of this Contract, the Contract Rent shall be \$\_\_\_\_\_ per month.
- (B) The portion of the Contract Rent payable by the Tenant ("Tenant Rent") will be an amount determined by the PHA in accordance with the income calculation provided in 24 CFR § 578.77. This amount represents the maximum amount the Owner can require the Tenant to pay for the rent of the Contract Unit, and must include all services, maintenance and utilities to be provided by the Owner in accordance with the Lease. The amount of the Tenant Rent is subject to change during the term of the Contract in keeping with the income calculation provisions of the Regulations. Any changes in the amount of the Tenant Rent will be effective on the date stated in a notification by the PHA to the Tenant and the Owner. Initially and until such change the Tenant shall pay \$\_\_\_\_\_ per month to the Owner as the Tenant Rent. The monthly Tenant Rent shall be credited against the monthly Contract Rent for the unit.
- (C) At the beginning of each month, the PHA shall make a housing assistance payment to the Owner on behalf of the Tenant in accordance with this Contract. The monthly housing assistance payment shall be equal to the difference between the Contract Rent and the Tenant Rent, and shall be calculated by the PHA in accordance with the Regulations ("Housing Assistance Payment"). Any change in the amount of the Housing Assistance Payment shall be effective as of the date stated in a notification by the PHA to the Tenant and the Owner. Initially and until such change the amount of the Housing Assistance Payment shall be \$\_\_\_\_\_ per month. Neither the PHA nor HUD assumes any obligation for the Tenant Rent, or for payment of any claim by the Owner against the Tenant, except in accordance with Section 6 of this Contract. The obligation of the PHA is limited to making Housing Assistance Payments on behalf of the Tenant in accordance with this Contract and the

Regulations. The monthly Housing Assistance Payment shall be credited against the monthly Contract Rent for the unit.

- (D) The Housing Assistance Payments to the Owner will continue during the term of this Contract unless sooner terminated pursuant to the terms of this agreement or until the Tenant Rent equals the Contract Rent, whichever first occurs. However, the termination of Housing Assistance Payments shall not affect the Tenant's other rights under the Lease, nor shall such termination preclude the resumption of Housing Assistance Payments, which may occur as a result of changes in the Tenant's income, the Contract Rent, or other relevant circumstances during the term of the Contract.
- (E) The PHA may terminate Housing Assistance Payments under this Contract because of acts or omissions by the Tenant in the following types of cases: 1) if the Tenant has committed any fraud in connection with any federal housing assistance program, 2) if the Tenant has violated any of the Tenant's obligations under the Continuum of Care Program, or 3) if the Tenant has breached an agreement with the PHA. The PHA shall notify the Owner in writing of this decision to terminate Housing Assistance Payments, and Housing Assistance Payments shall terminate at the end of the calendar month which follows the calendar month in which the PHA gives such notice to the owner. (For provisions on termination of Housing Assistance Payments, and other remedies, for Owner's breach of the Contract, see Section 13.)

#### **4. Maintenance, Operation and Inspection:**

- (A) The Owner agrees to maintain and operate the Contract Unit and related facilities so as to meet applicable housing quality standards ("HQS") in accordance with 24 CFR § 578.75 and comply with local building and housing codes. Owner agrees to provide all services, maintenance and utilities needed to comply with the HQS. If the PHA determines that the Owner is not meeting this obligation, the PHA shall have the right to terminate or reduce Housing Assistance Payments to the Owner, or to terminate this Contract, even if the Tenant chooses to continue in occupancy. In any event, the PHA shall not make any Housing Assistance Payments if the Contract Unit does not meet the HQS, unless the Owner corrects the defects within the period specified by the PHA, if any, and the PHA verifies the correction. The PHA shall not exercise such remedies against the Owner because of an HQS breach for which the Tenant is responsible and that is not caused by the Owner.
- (B) The PHA shall have the right to inspect the Contract Unit at least annually and at such other times as may be necessary, at the option of the PHA, to determine whether the unit meets HQS and all applicable local requirements, and that the Owner is providing all services, maintenance and utilities set forth in the Lease. Owner shall cooperate fully to facilitate such inspections of the Contract Unit.
- (C) If the PHA determines that the Contract Unit is not in a decent, safe and sanitary condition because of a change in Tenant family size or family composition, or that the Tenant is residing in a unit larger than appropriate because of a change in Tenant family size or family composition, the PHA may immediately terminate the

Contract upon notice by the PHA to the Owner.

**5. Monthly Payment to Owner:**

- (A) The owner shall be paid under this Contract on or about the first day of the month for which the payment is due. The Owner agrees that the endorsement and/or deposit of the check:
- 1) shall be conclusive evidence that the Owner has received the full amount of the Housing Assistance Payment for the month, and
  - 2) shall be a certification by the Owner that:
    - a) the Contract Unit is in decent, safe and sanitary condition in compliance with HQS and applicable local law, and the Owner is providing all services, maintenance and utilities as set forth in the Lease;
    - b) the Contract Unit is leased to the Tenant named in Section 1(A), and the Lease complies with Sections 1(B) and (C);
    - c) the Contract Rent does not exceed rents charged by the Owner for other comparable unassisted units;
    - d) except for the Housing Assistance Payment and the Tenant Rent as provided under this Contract, the Owner has not received and will not receive any payments or other consideration from the Tenant or any other public or private source as rent for the Contract Unit;
    - e) neither the Tenant, nor any member of Tenant's household, nor an immediate family member of Tenant or any household member, owns or has any ownership interest in the Contract Unit;
    - f) except with respect to payment for a vacant unit in accordance with, and subject to conditions of, Section 7, to the best of the Owner's knowledge, the Tenant occupies the Contract Unit and the unit is used solely for residence by Tenant and the Tenant's family and is the Tenant's only place of residence; and
    - g) The Owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of Tenant or any member of Tenant's household.
- (B) If the PHA determines that the Owner was not entitled to a previously-tendered Housing Assistance Payment or any part of it, the PHA may, in addition to other remedies, deduct the amount of such overpayment from any other amounts due to the Owner, including amounts due under any other Housing Assistance Payments contract with the Owner.

**6. Security Deposits and the PHA Reimbursement for Damages in Excess of Normal Wear and Tear.**

- (A) The PHA will pay \$\_\_\_\_\_ as a security deposit, which amount does not exceed

- the Contract Rent stated in Section 3(A) above.
- (B) After the Tenant moves from the Contract Unit, the Owner may, subject to Rhode Island law, use the security deposit, including any interest on the deposit, as reimbursement for any Tenant-caused damage to the Contract Unit that exceeds normal wear and tear. The Owner may not apply the security deposit to unpaid tenant rent.
  - (C) If the security deposit is insufficient to reimburse the Owner for damage to the unit, the Owner may claim reimbursement from the PHA for an amount not to exceed the lesser of:
    - 1) the amount owed to the Owner after application of the security deposit and any other collections from Tenant; or,
    - 2) one month's Contract Rent.
  - (D) To make a claim under this section, the Owner shall immediately notify the PHA when the Tenant has moved from the Contract Unit. The Owner shall submit to the PHA, as soon as possible but in any event within thirty (30) days of Tenant's move, written documentation supporting the claim for reimbursement, including evidence of actual costs of required repairs and evidence of billing to and nonpayment by the Tenant. The PHA has the right to inspect the unit with the Owner before repairs are made to determine the extent of any damage.
  - (E) After deducting the amount used as reimbursement to the Owner, the Owner shall promptly refund the full amount of the balance of the security deposit to the PHA.

## **7. Payment for Vacant Unit.**

- (A) Housing Assistance Payments shall be made by the PHA to the Owner under the Contract only for the period during which the Contract Unit is leased and occupied by the Tenant during the term of the Contract except as follows:
  - 1) if the Tenant vacates the Contract Unit before the expiration of the Lease, the Owner shall be entitled to the Housing Assistance Payment for the month in which the Tenant departs, so long as the unit remains vacant during such month. If the Owner is able to rent the unit to another tenant, the Owner shall be entitled to a prorated Housing Assistance Payment reflecting the portions of the month that the Tenant occupied the Contract Unit and the unit was vacant.
  - 2) if Contract Unit continues to remain vacant the month following the Tenant's move, the Owner shall receive from the PHA a Housing Assistance Payment for a vacancy period not to exceed 30 days, or until the expiration of the Lease, whichever first occurs. To obtain such payment, the Owner must submit a written request to the PHA and shall certify therein that the unit has remained vacant throughout the vacancy period for which payment is being sought.
  - 3) if the Owner evicts the Tenant, the Owner shall not be entitled to any

payment under this Section 7.

Notwithstanding the foregoing, the PHA may not make any vacancy payment except as provided in 24 CFR 578.51(i).

- (B) The Owner shall not be entitled to any vacancy payment for the Contract Unit unless the Owner:
  - 1) immediately upon learning of the vacancy has notified the PHA of the vacancy, and,
  - 2) has taken and continues to take all reasonable and feasible actions to fill the vacancy by contacting applicants on the Owner's waiting list, if any; requesting that the PHA and the Rhode Island Continuum of Care refer eligible applicants; and advertising the availability of the unit.
- (C) The Owner shall not be entitled to any vacancy payment from the PHA for the Contract Unit to the extent that the Owner is entitled to and/or receives payment from other sources.

## **8. Rent Adjustments.**

- (A) If the Contract Unit is in decent safe and sanitary condition and the Owner is otherwise in compliance with the terms of the Lease and this Contract, the Owner may adjust the Contract Rent upon the renewal of the Lease, so long as such adjustment does not exceed the applicable Section 8 Adjustment Factor most recently published by HUD in the Federal Register.
- (B) Adjustments as provided in paragraph (A) of this section shall not result in material differences between the rents charged for assisted and comparable unassisted units as determined by the PHA in accordance with applicable HUD rent reasonability requirements.

## **9. Termination of Tenancy.**

- (A) The Owner shall not terminate the tenancy of the Tenant except for:
  - 1) serious or repeated violation of the terms and conditions of the Lease;
  - 2) violation of Federal, State or local law, which imposes obligations on the Tenant in connection with the occupancy and use of a dwelling unit and surrounding premises; or
  - 3) other good cause authorized under the Regulations.
- (B) The Owner may evict the Tenant from the Contract Unit only by instituting an eviction action in court. The Owner must notify the PHA in writing of the commencement of such action at the same time that the Owner is required to give notice to the Tenant under Rhode Island law. The notice to the PHA may be furnished in the form of a photocopy of the notice to the Tenant.

- (C) This Contract terminates automatically if the Lease is terminated by the Owner or Tenant. If the Tenant moves from the Contract Unit, the Contract terminates automatically, subject to the vacancy payment provisions in Section 7.

**10. Nondiscrimination in Housing.**

- (A) The Owner shall not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with this Contract.
- (B) The Owner shall comply with all fair housing and equal opportunity requirements of HUD, as set forth in 24 CFR § 578.93(a), and all applicable state and local nondiscrimination statutes and regulations.

**11. Cooperation in Compliance Reviews.**

The Owner shall cooperate with the PHA and HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, executive orders, and related rules and regulations.

**12. PHA and HUD Access to Premises and Owner's Records.**

- (A) The Owner shall provide any information pertinent to this Contract that the PHA or HUD may reasonably require.
- (B) The Owner shall permit the PHA or HUD or any of their authorized representatives to have access to the Contract Unit and, for purpose of audit and examination, to have reasonable access to any books, documents, papers and records of the Owner (including computerized or other electronic records) to the extent necessary to determine compliance with this Contract, including verification of information pertinent to the Housing Assistance Payments.

**13. Owner's Breach of the Contract.**

- (A) Any of the following shall constitute a breach of this Contract:
  - 1) if the Owner has violated any obligation under this Contract, including Owner's obligation to maintain the Contract Unit in accordance with HQS;
  - 2) if the Owner has violated any obligation under any other housing assistance payments contract under the Continuum of Care Program; or
  - 3) if the Owner has committed any fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program, or made any false statement to the PHA or HUD in connection with the Contract.
- (B) If the PHA determines that a breach has occurred, even if the Tenant continues to live in the Contract Unit, the PHA may exercise any of its rights or remedies under this Contract, or any other available rights and remedies for such breach. The PHA

shall notify the Owner in writing of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the Owner may require the Owner to take corrective action (to be verified by the PHA) by a deadline prescribed in the notice.

- (C) The PHA's rights and remedies for Owner breach of the Contract include, without limitation: recovery of overpayments; suspension, termination, or abatement or other reduction of the Housing Assistance Payments; and termination of this Contract.
- (D) The PHA's exercise or non-exercise of any remedy for Owner breach of this Contract shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

**14. The PHA Relation to Third Parties.**

- (A) The PHA does not assume and is hereby indemnified by Owner from any responsibility for, or liability to, any person injured as a result of the Owner's action or failure to act in connection with the management of the Contract Unit or implementation of this Contract, or as a result of any other action or failure to act by the Owner.
- (B) The Owner is not the agent of the PHA, and this Contract does not create or affect any relationship between the PHA and any lender to the Owner or any suppliers, employees, contractors or subcontractors used by the Owner in connection with the management of the Contract Unit or implementation of this Contract.
- (C) Nothing in this Contract shall be construed as creating any right of the Tenant or other third party (other than HUD) to enforce any provision of this Contract, or to assert any claim against HUD, the PHA or the Owner under this Contract.

**15. Conflict of Interest Provisions.**

No present or former officer of the PHA and no employee of the PHA who formulates policy or influences decisions with respect to the Continuum of Care Program (or any immediate family member thereof) shall have any direct or indirect interest, during such person's tenure or for one year thereafter, in this Contract or in any proceeds or benefits arising from the Contract. The Owner certifies and is responsible for assuring that no such person has a prohibited interest at any time during the term of this Contract.

**16. Assignment of the Contract.**

The Owner may not assign this Contract, whether in whole or in part, to a new owner without prior written consent of the PHA, which consent shall be in the PHA's sole discretion. A change in ownership of the Owner, such as a stock transfer or transfer of the interest of limited partner, is not subject to the provisions of this section. Transfer of the interest of a general partner is subject to the provisions of this section. To the extent that the PHA gives its consent to an assignment of the Contract, the assignee must agree in writing, in a form acceptable to the PHA, to be bound by and comply with all the terms and

conditions of the Contract. The assignee shall give the PHA a copy of the executed agreement.

**17. Conditions for Housing Assistance Payments.**

The right of the Owner to receive Housing Assistance Payments under this Contract shall be subject to compliance with all provisions of this Contract.

**18. Entire Agreement, Interpretation.**

- (A) This Contract contains the entire agreement between the Owner and the PHA. No changes in this Contract shall be made except in writing signed by both the Owner and the PHA.
- (B) This Contract shall be interpreted and implemented in accordance with the Regulations and all other applicable HUD requirements.

**19. Warranty of Legal Capacity and Condition of Unit.**

- (A) The Owner warrants 1) that the unit is in decent, safe and sanitary condition, and 2) that the Owner has the legal right to lease the dwelling unit covered by this Contract during the Contract term.
- (B) The party executing this Contract on behalf of the Owner, if any, hereby warrants that the Owner has given him or her authorization to execute this Contract on behalf of the Owner.

**20. Notice:** Any notice made in connection with this Contract must be in writing. Whenever notice is required herein, it shall be deemed given upon mailing, return receipt requested, or by personal delivery to the party to whom notice is to be given at the address indicated below:

**Owner:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Attn: \_\_\_\_\_

**PHA:**

Rhode Island Housing  
ATTN: \_\_\_\_\_  
44 Washington Street  
Providence, RI 02903

The parties may change the address to which notices shall be sent hereunder by written notice to the other party sent pursuant to this paragraph.

**21. Funding Termination:** Notwithstanding anything to the contrary, the PHA may terminate this Contract immediately, upon notice to Owner, in the event that PHA's funding for the Program is terminated or substantially reduced by HUD, or deemed by PHA to be insufficient to support continued assistance for Program participants.

**Signatures:**

\_\_\_\_\_  
**Owner/Owner's Authorized Agent**  
Name: \_\_\_\_\_

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Rhode Island Housing**  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
**Date**