



## **Direct Assistance Program Payments Contract (DAP Contract)**

### **Background**

The Federal Emergency Management Agency (FEMA), pursuant to Section 408(c)(1)(B) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5174, may provide housing assistance to disaster victims. To assist evacuees from Hurricanes Katrina and Rita, FEMA is establishing a housing assistance payments program, to be administered by Corporate Lodging Consultants (CLC).

The Disaster Assistance Program (DAP) Payments Contract provides housing assistance to hurricane evacuees (applicants) by assuming part or all of an applicant's rent obligation to the owner of the unit occupied by the applicant. The DAP contract is an agreement between CLC and the owner of a unit that a FEMA-assisted applicant occupies. The DAP has two parts: Part A, Contract Information, and Part B, Body of Contract.

### **Use of this form**

To effectuate FEMA's assumption of the applicant's rent, this DAP contract is required. Modification of the DAP contract is not permitted without written agreement of FEMA. To prepare the DAP contract; fill in all contract information in Part A of the contract. Part A must then be executed by the owner and CLC.

# PART A OF THE DAP CONTRACT

## SECTION 1: CONTACT AND PAYMENT INFORMATION

Please Print

\* indicates required field

\* Primary Contact First Name

\* Primary Contact Last Name

\* Phone # (include area code)

Fax # (include area code)

E-Mail Address:

\* Lease payment payable to

\*Payment Address 1

\* Payment City

\* Payment State

\*Payment Zip

By checking this box, I agree to be bound by the terms and conditions of this agreement.

**PART A OF THE DAP CONTRACT  
SECTION 2: LEASE ADDRESS**

**Please Print**

**\* all fields on this page must be completed / indicates required field**

**You must complete a Section 2 for each tenant/applicant**

**\* Tenant/Applicant Last Name**

**\* Last 4 Digits of Tenant Social Security #**

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**\* Tenant/Applicant First Name**

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**\* Apartment/Unit Number**

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**\* Address 1**

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**\* City**

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**\* State**

**\* Zip**

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**\* Lease Start Date**

**\* Lease End Date**

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**\* Billing Cycle (please check one) \_\_\_ New Lease \_\_\_ Lease Paid Through/Date \_\_\_\_\_**

**\* Unit Type (i.e. apartment, condo, studio)**

**\* Furnished (YES/NO)**

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**\* Monthly Rent**

**\* Security Deposit**

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**\* Application Fee (If Applicable)**

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**\* Number of Bedrooms \*# of Occupants**

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**By checking this box, I agree to be bound by the terms and conditions of this agreement.**

## **Part B of DAP Contract: Body of Contract**

### **1. Purpose**

- a. This is a DAP contract between CLC and the owner. The DAP contract is entered into to provide assistance for the applicant under the Individuals and Households Program of FEMA.
- b. The DAP contract only applies to the applicant and unit specified in Part A of the DAP contract.
- c. During the DAP contract term, CLC will pay a portion or the entire applicant's rent, as specified in Part A of the DAP contract.
- d. If applicable, CLC will issue a one-time refundable security deposit payment to the owner/landlord specified in Part A of the DAP contract.
- e. The assistance to the applicant may end at any time and does not constitute a commitment from FEMA or CLC to the owner for the entire term of the lease entered into between owner and applicant.

### **2. Lease of Contract Unit**

- a. If the owner has previously leased the contract unit to the applicant for occupancy by the applicant with a commitment by the applicant to pay a certain sum of rent, CLC shall not be responsible for the performance of this lease agreement and shall have no liability or responsibility to the owner for the applicant's behavior or conduct in tenancy.
- b. If the owner has previously leased the contract unit to a state or local government or its representative for use of the applicant, this lease must be terminated and a new lease executed between the owner and the applicant. CLC shall not be responsible for the performance of this lease agreement and have no liability or responsibility to the owner for the applicant's behavior or conduct in tenancy.
- c. In some circumstances the owner will be initially leasing the contract unit to the applicant at the same time the owner executes a DAP contract with CLC. CLC shall not be responsible for the performance of the lease agreement and have no liability or responsibility to the owner for the applicant's behavior or conduct in tenancy.
- d. The owner certifies that the lease entered into with the applicant is consistent with State and local law.

### **3. Security Deposits**

- a. The amount of the security deposit payment to the owner/landlord shall be determined by CLC in accordance with FEMA requirements for this disaster assistance program. This payment may comprise a portion or all of the landlord's required refundable security deposit. The tenant, and not CLC or FEMA, is responsible for paying any remaining amounts required to be placed on deposit.
- b. At the conclusion of the lease agreement, landlord agrees to refund the CLC security deposit payment to FEMA (or its Agent), or provide documentation of unit inspection, observed damages (beyond routine unit maintenance), and reasonable charges to repair damages.
- c. Unless the owner/landlord has complied with all provisions of the DAP contract, the owner does not have a right to receive the refundable security deposit payment under the DAP contract.
- d. If after payment of the refundable security deposit, CLC determines that the owner/landlord is not entitled to the refundable security deposit payment, CLC, in addition to other remedies, may deduct the amount of the overpayment from any amounts due to the owner for this or other units administered under this or other FEMA programs.

### **4. Maintenance, Utilities, and Other Services.**

- a. CLC assumes no responsibility for maintenance of the contract unit, utilities or any other services.
- b. The owner certifies that the contract unit and premises are in accordance with the Housing Quality Standards of the Department of Housing and Urban Development.
- c. The owner agrees to allow FEMA to conduct pre-occupancy and post-occupancy inspections

## 5. Term of DAP Contract

- a. The term of the DAP contract begins on the date Part A of the DAP contract has been executed by both the owner and CLC and may be terminated at any time by CLC with 30-days written notice to the owner.
- b. Termination of the DAP contract by CLC does not affect the lease between the owner and the applicant, the term of that lease, or the commitments made by the household to the owner in that lease.

## 6. Payment to Owner

### a. When paid

- (1) During the term of the DAP contract, CLC will make monthly assistance payments to the owner on behalf of the applicant no later than the 5 days after the lease payment due date.
- (2) Housing assistance payments shall only be paid to the owner on a month-to-month basis while the applicant is residing in the contract unit during the term of the DAP contract.
- (3) CLC shall not pay a housing assistance payment to the owner for any month after the month when the applicant moves out.
- (4) CLC is operating as a payment agent for FEMA and housing assistance payments shall be paid to the owner by CLC to the extent funding is received from FEMA.

- b. **Owner compliance with the DAP contract.** Unless the owner has complied with all provisions of the DAP contract, the owner does not have a right to receive housing assistance payments under the DAP contract.

### c. Amount of CLC payment to owner

- (1) The amount of the monthly CLC housing assistance payment to the owner shall be determined by the CLC in accordance with FEMA requirements for this disaster assistance program.
- (2) The amount of the CLC housing assistance payment is set forth in Part A and is subject to change during the DAP contract term in accordance with FEMA requirements. CLC must notify the applicant and owner of any changes in the amount of the housing assistance payment 30 days in advance.
- (3) The housing assistance payment for the first month of the DAP contract term may at the option of CLC be pro-rated for a partial month.

**d. Application of payment.** The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

### e. Limit of CLC responsibility.

- (1) CLC is only responsible for making housing assistance payments to the owner in accordance with the DAP contract and FEMA requirements for housing disaster assistance.
- (2) CLC shall not pay any portion of the rent to owner in excess of the housing assistance payment. CLC shall not pay any other claim by the owner against the applicant.

**f. Overpayment to owner.** If CLC determines that the owner is not entitled to the housing assistance payment or any part of it, CLC, in addition to other remedies, may deduct the amount of the overpayment from any amounts due to the owner for this or other units administered under this program.

## **7. Owner Certification**

During the term of this contract, the owner certifies that:

- a. The contract unit is leased to the specified tenant. The owner has provided information about the lease to CLC, as requested by CLC, including any revisions to the lease.
- b. Except for the rent to owner, the owner has not received and will not receive any payments or other consideration from FEMA, any other Federal agency or entity, or any other public source or rental of the contract unit during the DAP contract term or at any time related to the DAP contract.
- c. The household does not own or have any interest in the contract unit.
- d. To the best of the owner's knowledge, the members of the household reside in the contract unit, and the unit is the applicant's only residence.

**8. Owner's Breach of DAP Contract.** If the owner has violated any obligation under the DAP contract, CLC may exercise any of its rights and remedies under the DAP contract, including termination of the DAP contract and recovery of overpayments.

## **9. CLC and FEMA Access to Owner's Records**

- a. The owner must provide any information pertinent to the DAP contract that CLC or FEMA may reasonably require.
- b. CLC, FEMA and the Comptroller General of the United States shall have full and free access to all accounts and other records of the owner that are relevant to the DAP contract, including the right to examine or audit the records and to make copies.
- c. The owner must grant such access to computerized or other electronic records, and to any computers, equipment or facilities containing such records, and must provide any information or assistance needed to access the records.

## **10. Exclusion of Third Party Rights**

- a. The applicant is not a party to or a third party beneficiary of Part B of the DAP contract. The applicant may not enforce any provision of Part B, and may not exercise any right or remedy against the owner or CLC under Part B.
- b. CLC does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with management of the contract unit or the premises or with implementation of the DAP contract, or as a result of any other action or failure to act by the owner.
- c. The owner is not the agent of CLC, and the DAP contract does not create or affect any relationship between the owner and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with management of the contract unit or the premises or with implementation of the DAP contract.

**11. Conflict of Interest**

- a. "Covered individual" means a person or entity who is a member of any of the following classes:
  - (1) Any present or former employee or officer of CLC;
  - (2) Any contractor, sub-contractor or agent of CLC who formulates policy or who influences decisions with respect to the DAP; or
  - (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the DAP.
- b. A Covered individual may not have any direct or indirect interest in the DAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.
- c. "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.

**12. Assignment of the DAP Contract.** The owner may not assign the DAP contract to a new owner without the prior written consent of CLC and [or] FEMA.

**13. Written Notices.** Any notice by CLC or the owner in connection with this contract must be in writing.

**14. Entire Agreement: Interpretation**

- a. The DAP contract contains the entire agreement between the owner and CLC.
- b. The DAP contract shall be interpreted and implemented in accordance with FEMA requirements.

**I acknowledge that I have read and agree to the terms and conditions as outlined in Parts B (as above) and that the information contained within Part A Sections 1 and 2 are true and accurate.**

**I understand that, if I intentionally make false statements or conceal any information in an attempt to obtain disaster assistance, it violates federal law, which carries monetary penalties, including a fine up to \$250,000, imprisonment or both (18 U.S.C. 287, 2071-2073, 2075 and 3571).**

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

**Print Name** \_\_\_\_\_ **Title** \_\_\_\_\_

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_  
**on behalf of Corporate Lodging Consultants**

**Print Name** \_\_\_\_\_ **Title** \_\_\_\_\_