



SECURITY DEPOSIT ASSISTANCE PROGRAM CONTRACT (SDAP 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 eligible evacuees from Hurricanes Katrina and Rita in obtaining long term residential housing through the Department of Housing and Urban Development's (HUD's) Disaster Housing Assistance Program, FEMA is establishing a Security Deposit Assistance Program (SDAP) for eligible disaster victims. This program will be administered by Corporate Lodging Consultants (CLC).

The SDAP Contract provides assistance to eligible FEMA applicants and their household (hereinafter referred to as "tenants") who are seeking to obtain long-term residential housing by participating in HUD's Disaster Housing Assistance Program, and require assistance in placing a required security deposit with property owner or property management company. The SDAP is a supplement to the lease agreement that the tenant will sign with the owner/landlord of the housing unit. This program provides a mechanism for the landlord to receive a one time payment of a refundable security deposit. The SDAP contract is an agreement between CLC and the owner/landlord of a unit that a FEMA-assisted tenant will occupy. The SDAP has two parts: Part A, Contract Information, and Part B, Body of Contract.

Use of this form

To effectuate FEMA's issuance of the refundable security deposit, this SDAP contract is required. Modification of the SDAP contract is not permitted without written agreement of FEMA. To prepare the SDAP contract; fill in all contract information in Part A of the contract. Part A must then be executed by the owner/landlord and CLC.

PART A OF THE SDAP 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:

* **Security Deposit payment payable to**

***Payment Address 1**

* **Payment City**

* **Payment State**

***Payment Zip**

**PART A OF THE SDAP 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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*** Unit Type (i.e. apartment, condo, studio)**

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*** Monthly Rent Amount**

*** Security Deposit Amount**

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Part B of SDAP Contract: Body of Contract

1. Purpose

- a. This is a SDAP contract between CLC and the owner/landlord. The SDAP contract is entered into to provide assistance for the tenant (an applicant eligible for assistance under the FEMA Individuals and Households Program)
- b. The SDAP contract only applies to the tenant and unit specified in Part A of the SDAP contract.
- c. CLC will issue a one-time refundable security deposit payment to the owner/landlord specified in Part A of the SDAP contract.
- d. The amount of this security deposit payment will be determined by FEMA's applicant eligibility guidelines and program payment rules. 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.
- e. 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.

2. Lease of Contract Unit

- a. CLC shall not be responsible for the payment of application fees, applicant credit checks, rent, late charges, or any other amounts due, other than a one time refundable security deposit (as described above).
- b. CLC shall have no liability or responsibility to the owner for the tenant's behavior or conduct in tenancy.
- c. The owner/landlord certifies that the lease entered into with the tenant is consistent with State and local law.

3. 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.

4. Term of SDAP Contract

- a. The term of the SDAP contract begins on the date Part A of the SDAP contract has been executed by both the owner and CLC and terminates upon the date the tenant ceases to occupy the leased unit.
- b. Landlord/Owner 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. Termination of the SDAP contract does not affect the lease between the landlord/owner and the tenant, the term of that lease, or the commitments made by the tenant to the landlord/owner in that lease.

5. Payment to Owner

a. When paid

- (1) CLC will make a refundable security deposit payment upon execution of this SDAP contract.
- (2) CLC is operating as a payment agent for FEMA and security deposit payments shall be paid to the owner by CLC to the extent funding is received from FEMA.

b. **Owner compliance with the SDAP contract.** Unless the owner/landlord has complied with all provisions of the SDAP contract, the owner does not have a right to receive the refundable security deposit payment under the SDAP contract.

c. Amount of CLC payment to owner

- (1) The amount of the security deposit payment to the owner/landlord shall be determined by the CLC in accordance with FEMA requirements for this disaster assistance program.
- (2) The amount of the security deposit payment is set forth in Part A and is subject to change during the SDAP contract term in accordance with FEMA requirements.

d. Limit of CLC responsibility.

- (1) CLC is only responsible for making refundable security deposit payments to the owner/landlord in accordance with the SDAP contract and FEMA requirements.
- (2) CLC shall not be responsible for the payment of application fees, tenant credit checks, rent, late charges, or any other amounts due, other than a one time refundable security deposit (as described above).
- (3) CLC shall not pay any other claim by the owner against the tenant.

e. **Overpayment to owner.** 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.

6. Owner Certification

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

- a. The contract unit is leased to the specified tenant. The owner/landlord has provided the lease to CLC, including any revisions to the lease.
- b. The tenant does not own or have any interest in the contract unit.
- c. To the best of the owner's knowledge, the tenant resides in the contract unit, and the unit is the tenant's only residence.

7. Owner's Breach of SDAP Contract. If the owner/tenant has violated any obligation under the SDAP contract, CLC may exercise any of its rights and remedies under the SDAP contract, including termination of the SDAP contract and recovery of any overpayment amounts.

8. CLC and FEMA Access to Owner's Records

- a. The owner must provide any information pertinent to the SDAP 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 SDAP contract, including the right to examine or audit the records and to make copies.
- c. The owner/landlord 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.

9. Exclusion of Third Party Rights

- a. The applicant is not a party to or a third party beneficiary of Part B of the SDAP 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 SDAP contract, or as a result of any other action or failure to act by the owner.
- c. The owner/landlord is not the agent of CLC, and the SDAP contract does not create or affect any relationship between the owner/landlord and any lender to the owner/landlord 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 SDAP contract.

10. 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 SDAP; or
 - (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the SDAP.
- b. A Covered individual may not have any direct or indirect interest in the SDAP 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.

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

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

13. Entire Agreement: Interpretation

- a. The SDAP contract contains the entire agreement between the owner and CLC.
- b. The SDAP 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.

Signed _____ **Date** _____
on behalf of Property Owner

Print Name _____ **Title** _____

Signed _____ **Date** _____
on behalf of Corporate Lodging Consultants

Print Name _____ **Title** _____