



Community Redevelopment Associates of Florida, Inc.

8569 Pines Boulevard, #201

Pembroke Pines, FL 33024

Phone: (954) 431-7866

Fax: (954) 431-6882

www.crafla.org

SECURITY AND/OR UTILITY DEPOSITS PROGRAM – INSTRUCTIONS TO APPLICANTS

INSTRUCTIONS TO APPLICANTS:

1. Please provide us with a copy of the **signed final lease** agreement.
2. Within 30 days of moving into the unit, you will need to provide proof that you are living in the unit. Proof such as **a copy of the initial Utility bill** will be required.

INSTRUCTIONS TO LANDLORD:

3. The program assists **with the first and/or last month of rent, security deposit, utility connection/start-ups**, up to a maximum of \$4,500 to move into a new unit. Any other fees are the tenant's responsibility. **An approval letter is required from the landlord and the letter needs to indicate:** (a) only first month deposit required, or first and last month required, (b) the monthly rent amount and (c) the number of bedrooms the leased apartment contains. Applicants are required to provide a copy of the signed lease agreement. If assistance is for utility deposit the applicants are required to provide alternative forms of documentation, such as current pay stubs and benefit letters, as well as oral verification of employment wages, other income, and assets.
4. The attached **Rental Deposit Program Agreement** needs to be completed and returned to Community Redevelopment. Please note the document requires a notarized signature.
5. Attached **Form W-9** needs to be completed by landlord. This form is required to add the landlord as a vendor to the City's database so that a check can be issued.
6. Attached **Vendor Information Form** needs to be completed by landlord. The form requests pertinent information to add landlord as a vendor to the City's database.

DOCUMENTS REQUIRED TO ORDER CHECK FROM CITY:

7. Once all the **documents in 3, 4, 5, & 6 above have been completed, the ORIGINALS need to be delivered to our office** at 8569 Pines Blvd, Suite 207, Pembroke Pines, FL 33024. We cannot request a check from the City without these original documents.
8. You can help **expedite the process by faxing or emailing copies of the executed documents to our office at 954-431-6882**. When we receive the fax, we can initiate the paperwork to order the check from the City. When originals are received, we can expedite a request to the City.

SECURITY AND/OR UTILITY DEPOSITS PROGRAM

FAQ – Frequently Asked Questions



Q. What is the purpose of this program?

A. This program provides one-time funding for eligible applicants to obtain safe, decent and affordable rental housing.

Q. Who is eligible to apply for the SECURITY AND/OR UTILITY DEPOSITS PROGRAM?

A. Qualified very-low and low income applicants in the City of Miramar. Please see current income guidelines chart attached with this document. Also attached are the maximum allowed rent by income and family.

Q. What conditions must have occurred for the homeowner to be considered for this program?

A. 1) Recent foreclosure or loss of home in the City of Miramar
2) Applicant requires assistance to pay the required deposit (first and last month's rent) of unit and utility deposits.

Q. How can someone apply for the SECURITY AND/OR UTILITY DEPOSITS PROGRAM?

A. The tenant must be approved to rent a property in a rental community. He/She must come to the offices of Community Redevelopment Associates of Florida, 8569 Pines Blvd., Suite 207 Pembroke Pines, to pick up an application. Phone: 954-431-7866. The office is open Monday to Friday from 8:30 am - 5:00 pm and is closed from 12:30 pm -1:30 pm for lunch. It is suggested that the application is submitted 60 days before the planned occupancy of the rental property.

Q. How much money is available for each applicant?

A. The City will assist with a maximum of \$4,500.00 for the first and or last month's rent as part of the down payment cost of a rental unit. The City may pay for such items as first month's rent, security deposit, utility connection/start-ups, up to a maximum of \$4,500. *Assistance will be applied toward non refundable costs only.*

Q. How many times can an applicant receive assistance?

A. Only once.

Q. Can persons apply for the program before they find a property they wish to rent?

A. No. SECURITY AND/OR UTILITY DEPOSITS PROGRAM applicants must bring written approval showing they have applied and been approved to rent a particular property. Assistance will only be provided to households qualifying with residential apartment owners in buildings in excess of 4 units. It is suggested that the application is submitted 60 days before the planned occupancy of the rental property.

Q. How much income can an applicant make?

A. The program is open to persons of Very Low Income (VLI), and Low Income (LI) who wish to reside in Miramar. Income limits are based on income and family size. The income guidelines chart is attached. **Priority** is given to persons displaced by recent foreclosure.

Q. Is foreclosure the only condition to qualify for rental assistance?

A. No. Applicants must show the non-payment of their mortgage is due to the following eligible reasons:

1. Loss of Pay due to involuntary job loss;
2. Divorce or separation which resulted in temporary loss of income;
3. Death of a spouse which resulted in a temporary loss of income;
4. Sudden unforeseen medical expenses; or
5. Unforeseen emergency home repairs including condo/homeowner association assessments.
6. Involuntarily loss of verifiable income from other sources (Temporary or permanent).

Q. Can an applicant rent from a friend or family member?

A. Assistance will only be provided to households qualifying with residential apartment owners in buildings in excess of 4 units.

Q. What happens if the tenant/applicant moves from or breaks the lease/rental agreement? Will the applicant receive a refund?

A. NO. Funds are never given to the applicant directly. The applicant does not receive the deposit when he/she moves from the property. Refunds, if any, will be sent to the City.

Q. Does the applicant have to repay the SECURITY AND/OR UTILITY DEPOSITS PROGRAM funds?

A. NO. These funds are part of the City's effort to assist with housing affordability and community stability. No repayment of assistance will be required by the City unless it is determined that fraudulent information was provided to obtain assistance.

Q. What kinds of housing units can be rented?

A. Apartments. Mobile homes cannot be assisted through this program.

Q. Do you have a list of rental units and or property management companies for the City?

A. No. Community Redevelopment Associates and the City are not endorsing any company or rental facility.

Q. Are those with special needs given priority?

A. Yes. All special needs households, as defined by Chapter 67-37.002(13), F.A.C will be given priority by income (very-low and low) respectively.



**City of Miramar
SECURITY AND/OR UTILITY DEPOSITS PROGRAM**

**2019 Income Limits Chart Adjusted to Household Size
Effective April 24, 2019**

Number of persons in household

Household Size	Very Low Income 30% AMI and Lower	Low Income 31% to 50% AMI	Low Income 51% to 80% AMI
1	\$17,700	\$29,500	\$47,200
2	\$20,220	\$33,700	\$53,920
3	\$22,740	\$37,900	\$60,640
4	\$25,260	\$42,100	\$67,360
5	\$27,300	\$45,500	\$72,800
6	\$29,310	\$48,850	\$78,160
7	\$31,350	\$52,250	\$83,600
8	\$33,360	\$55,600	\$88,960

Rent Limit by Number of Bedrooms in Unit

Percentage Category	Number of Bedrooms					
	0	1	2	3	4	5
0-30% AMI	\$442	\$474	\$568	\$657	\$732	\$808
31-50% AMI	\$737	\$790	\$947	\$1,095	\$1,221	\$1,348
51-80% AMI	\$1,180	\$1,264	\$1,516	\$1,752	\$1,954	\$2,157

For More Info:
Community Redevelopment Associates of Florida, Inc.
8569 Pines Blvd. Suite 201
Pembroke Pines, FL 33024
Phone: 954.431.7866
Fax: 954.431.6882
www.crafla.com



THE CITY OF MIRAMAR SECURITY AND/OR UTILITY DEPOSITS PROGRAM - TERMS AND CONDITIONS

The SECURITY AND/OR UTILITY DEPOSITS PROGRAM provides financial assistance for households seeking safe, decent, and affordable rental housing within the City of Miramar. The SECURITY AND/OR UTILITY DEPOSITS PROGRAM assists eligible households with the required upfront rental deposit (first and/or last month's rent only), utility connection/start-ups, up to a maximum of \$4,500 to move into a new unit. **This program is not on-going monthly rental assistance.** All special needs households, as defined by Chapter 67-37.002(13), F.A.C will be given priority by income (very-low and low) respectively.

- Applicants must qualify with residential apartment owners of buildings in excess of 4 units, prior to receiving an application for grant assistance. Eligible units can be anywhere in the City.
- Applicants must meet the appropriate income guidelines as established by the State of Florida.
- Applicants must comply with the maximum rent limits as established by HUD.
- Applicants must enter into a 12-month lease to qualify for assistance.
- Within 30 days after receiving assistance from the City, applicant must supply Community Redevelopment Associates of Florida, Inc. with proof of residency. This includes a signed lease and a utility bill/transfer indicating the address of residence. Failure to provide required documentation within 30 days could trigger repayment by applicant.
- Applicant may not reapply for the SECURITY AND/OR UTILITY DEPOSITS PROGRAM after receiving assistance from the City.

Maximum Amount of Assistance: \$4,500 Total.

Property Eligibility: Residential Properties with an Excess of 4 Units (Multi-Family Properties).

Federal and State statutes, regulations and programs governing this application are subject to change at any time. The City of Miramar collects information, including social security numbers, for the purposes of qualifying households and providing assistance with funding made possible by local, Federal and State government resources. Applications must be completed in entirety to be processed and approved. Once you have submitted an application, it is a matter of public record and will not be returned to you.

I/WE the undersigned agree and accept the terms and conditions of the SECURITY AND/OR UTILITY DEPOSITS PROGRAM as a condition of receiving grant assistance under the program should I/We be income eligible for assistance

Applicant Signature

Date

Co-Applicant Signature

Date

Household Member (18 and over)

Date

Household Member (18 and over)

Date

Household Member (18 and over)

Date

Household Member (18 and over)

Date



PUBLIC RECORDS DISCLOSURE AND ACKNOWLEDGMENT

Information provided by the applicant may be subject to Chapter 119, Florida Statutes regarding “Open Records.” Information provided by you that is not protected by Florida Statutes can be requested by any individual for their review and/or use. This is without regard as to whether or not you qualify for funding under the program(s) for which you are applying. The determination regarding the release of information pursuant to an Open Records request shall be made by the City pursuant to statute.

Having been advised of this fact prior to making application for assistance or supplying any information, I/We agree to hold harmless and indemnify Community Redevelopment Associates of Florida, Inc., and the **City of Miramar**, any governmental agency, its officers, employees, stockholders, agents, successors and assigns from any and all liability and costs that may arise due to compliance with the provisions of Chapter 119, Florida Statutes.

I/We agree that neither Community Redevelopment Associates of Florida, Inc. nor the **City of Miramar** have any duty or obligation to assert any defense, exception, or exemption to prevent any or all information given to Community Redevelopment Associates of Florida, Inc. or the **City of Miramar** in connection with this application, or obtained by them in connection with this application, from being disclosed pursuant to a public records law request.

Furthermore, by signing below, I/We agree that neither Community Redevelopment Associates of Florida, Inc., nor the **City of Miramar** have any obligation or duty to provide me/us with notice that a public records law request has been made.

I/We agree to hold harmless Community Redevelopment Associates of Florida, Inc., and the **City of Miramar** or any governmental agency, its officers, employees, stock holders, agents, successors and assigns from any and all liability that may arise due to my/our applying for any rental assistance grant or any matter arising out of any rental assistance project funded by the **City of Miramar**.

_____	_____	_____	_____
Applicant Signature	Date	Co-Applicant Signature	Date
_____	_____	_____	_____
Household Member (18 and over)	Date	Household Member (18 and over)	Date
_____	_____	_____	_____
Household Member (18 and over)	Date	Household Member (18 and over)	Date



NOTICE OF COLLECTING SOCIAL SECURITY NUMBER FOR GOVERNMENT PURPOSE

The City collects your social security number for a number of different purposes. The Florida Public Records Law (specifically, section 119.071(5), Florida Statutes (2007), requires the City to give you this written statement explaining the purpose and authority for collecting your social security number.

Your Social Security Number is being collected for the purposes of income certifying you for the City’s housing assistance program which requires third-party verification of assets, employment and income. In addition, this information may be collected to verify unemployment benefits, social security/disability benefits and other related information necessary to determine income and assets and your eligibility for the program that is funded by local, Federal and/or State program dollars.

Authorization to Collect Social Security Number

- 24 CFR 5.609, referred to as "Part 5 Annual Income" - Code of Federal Regulations.
- 24 CFR92.203 Income Determinations for HOME Program
- U.S. HUD Technical Guide for Determining Income and Allowances for the HOME Program (Third Edition (HUD-1780-CPD, January 2005).
- State Housing Initiatives Partnership Program –SHIP Program Manual (Revised June 2005)
- City of Miramar Housing Program Policies and Procedures.

Your social security number will not be used for any other intended purpose other than verifying your eligibility for the City’s program.

I/WE have read and understand this information.

Applicant Signature

Date

Co-Applicant Signature

Date

Household Member (18 and over)

Date

Household Member (18 and over)

Date

Household Member (18 and over)

Date

Household Member (18 and over)

Date



CITY OF MIRAMAR SECURITY AND/OR UTILITY DEPOSITS PROGRAM SUPPORTING DOCUMENT

Dear Applicant,

The documents listed below must be submitted with your completed application, which consists of a completed application form **AND** all the applicable supporting documentation as listed below.

- 1) Completed Application Form: All sections of the application must be completed (no blank spaces). Your application will not be accepted if incomplete. **You must submit the original document.**

Please provide photocopies of the below documents. WE DO NOT MAKE COPIES.

- 2) **Proof of approval to rent:**
 - a) Letter from rental company or property management company approving your application to rent in an eligible residential property.
 - b) Copy of draft lease agreement if applicable and available.
- 3) **Six (6) most recent pay stubs or earnings statements showing the employee's name, gross pay per pay period, deductions, and frequency of pay for every household member 18 years and over.**
 - a) The pay stubs must show the employee's name, gross pay per period, deductions, and frequency of pay.
- 4) **Last six (6) months bank statements for every household member.** We need every page of the bank statements.
- 5) **Federal income tax returns filed with the IRS for the last two (2) years AND W-2's for the last two (2) years. We will accept:**
 - a) A copy of the original signed federal tax return with W-2's **and**
 - b) A transcript of your federal return from the IRS with W-2's. You can request a transcript by filling out IRS form 4506-T and sending to the IRS. The form can be obtained from the IRS website www.irs.gov, by calling the IRS at 1-800-829-3676, or by going to the IRS office **or**
 - c) Letter of Non-filing
- 6) **Proof of number of dependents claimed** (Dependent's must be listed on your federal tax return).
 - a) Birth Certificate on which the parent/applicants name is listed **or**
 - b) School records which give the parents names and address **or**
 - c) Court-ordered letters of guardianship **or**
 - d) Divorce decree **or**
 - e) Letters of adoption

If a dependent 18 and over is a full time student, please submit a copy of their class schedule in addition to the above statements.



SUPPORTING DOCUMENTATION Page 2

- 7) **Social Security Cards for all household members.**
- 8) **Proof of citizenship or legal alien status documents.**
 - a) United States of America birth certificate **or**
 - b) Naturalization papers **or**
 - c) Alien registration card
- 9) **If you are divorced, we need a copy of your divorce decree or certified court documents.**
- 10) **Self-Employment Income.** Schedule C, E, or F must be included with your federal income tax return

AND

 - a) Accountant or bookkeeper's statement of net income expected for the next 12 months printed on the accountant/bookkeeper's company letterhead **or**
 - b) A notarized, sworn statement, from the self-employed individual, of net income expected for the next 12 months.
- 11) **Social Security, Supplemental Security Income (SSI), and Disability benefits** - An award or benefit notification letter prepared and signed by the authorizing agency.
- 12) **Unearned Income.** Please provide documents for all that apply.
 - a) Unemployment Compensation - Unemployment benefit award notice with six (6) most recent copies of unemployment check stubs.
 - b) Disability Compensation - Notice of eligibility from employer or authorizing agency and six (6) most recent copies of check stubs.
 - c) Worker's Compensation - Notice of eligibility with amount awarded and six (6) most recent copies of check stubs.
 - d) Severance Pay - Notice of employer stating the amount received in severance pay.
 - e) Welfare or other needs based payments given to any household members.
- 13) **Unemployed household member not receiving unemployment benefits or income.** Please provide a notarized, sworn statement from the household member stating that unemployment benefits are not received and he/or she is not receiving any income.
- 14) **For Alimony or Child Support Payments**
 - a) A printout from the court or governmental agency through which payments are being made **or**
 - b) An original notarized letter from the non-custodial parent stating the amount given weekly, bi-weekly, or monthly **or**
 - c) An original notarized statement from custodial parent stating that child support is not received for each child.
- 15) **For Veterans Administration Benefits:** Benefactor's written confirmation of amount of assistance for the next 12 months.



SUPPORTING DOCUMENTATION Page 3

- 16) **Assets** - Please bring current statements for the below assets for each household member if applicable. We need all pages of each statements submitted and listed on your application form.
- 401(K) / 403(B) account statement
 - Retirement statement
 - Pension statement
 - IRA statement
 - Certificate of deposit (CD) statement
 - Annuities / Stocks / Bonds
- 17) **Life Insurance policy with current cash value and the type (term or whole).** We need all pages of the most current policy statement.
- 18) **Recurring Contributions and Gifts.** Example: non-household member paying all of part of bills, rent or contributing money on a regular basis.
- Notarized statement or affidavit signed by the person providing the assistance, giving the purpose, dates and value of the gifts **or**
 - A letter from a bank, attorney, or a trustee providing required verification.

Please provide photocopies of items 2 - 18. WE DO NOT MAKE COPIES.



**CITY OF MIRAMAR
SECURITY AND/OR UTILITY DEPOSITS PROGRAM**

GENERAL APPLICANT INFORMATION

Applicant's Name: _____ SS# _____

Co-Applicant's Name: _____ SS# _____

Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Work Ph: _____ Mobile: _____

Email: _____

Household Size (*Number of People who will live in Unit*): _____

Anticipated Gross Annual Household Income of All Members for the Next 12 Months:

\$ _____

Marital Status of Applicant(s) (Please Circle One): Married Divorced Single

Additional Comments: _____

For Office Use ONLY

Assigned to Program Specialist: _____ Date: _____



ANNUAL GROSS INCOME: *(Attach additional sheet if needed)*

SOURCE	APPLICANT	CO-APPLICANT	Other Member(S) 18 and Over	TOTAL
Gross Salary (Annual)				
Overtime, Tips, Bonuses, etc.				
Interest/Dividends				
Business Net Income				
Social Security, Pensions, Etc.				
Unemployment, Workers Comp.				
Alimony, Child Support				
Welfare Payments				
Other (List)				



EMPLOYER INFORMATION (for applicant, co-applicant, and **ALL** household members 18 and over)

Name of Applicant: _____

Name of Employer: _____ Phone: _____

Address: _____

Position: _____ Years Employed: _____

Supervisor: _____

Name of Co-Applicant: _____

Name of Employer: _____ Phone: _____

Address: _____

Position: _____ Years Employed: _____

Supervisor: _____

Name of Applicant (18 and over): _____

Name of Employer: _____ Phone: _____

Address: _____

Position: _____ Years Employed: _____

Supervisor: _____

Name of Applicant (18 and over): _____

Name of Employer: _____ Phone: _____

Address: _____

Position: _____ Years Employed: _____

Supervisor: _____



HOUSEHOLD MEMBERS (Please complete the following for ALL members of the household. Attach an additional sheet, if needed.)

HOUSEHOLD MEMBERS FULL NAME	DATE OF BIRTH	RELATIONSHIP	SOCIAL SECURITY #

ASSETS (Please complete the following for ALL members of the household. Attach an additional sheet if needed.)

Household Member Name: _____

TYPE	CASH VALUE	ANNUAL INCOME FROM ASSETS	BANK NAME	ACCOUNT NO.
Checking Accounts:				
Savings Accounts:				
Credit Union Account:				
Stock, Life Insurance :				
Other:				
Other:				



ASSETS:

Household Member Name: _____

TYPE	CASH VALUE	ANNUAL INCOME FROM ASSETS	BANK NAME	ACCOUNT NO.
Checking Accounts:				
Savings Accounts:				
Credit Union Account:				
Stock, Life Insurance :				
Other:				
Other:				

ASSETS:

Household Member Name: _____

TYPE	CASH VALUE	ANNUAL INCOME FROM ASSETS	BANK NAME	ACCOUNT NO.
Checking Accounts:				
Savings Accounts:				
Credit Union Account:				
Stock, Life Insurance :				
Other:				
Other:				



LIABILITIES (Please complete for the Applicant and/or Co-Applicant Only. Attach additional sheet if needed.)

List debts including auto loans, credit cards, charge accounts, etc.

TYPE	CREDITOR'S NAME	MONTHLY PAYMENT	BALANCE

Do you have any outstanding unpaid collections or judgments? Yes No Amount \$ _____

APPLICANT CERTIFICATION (IMPORTANT - READ BEFORE SIGNING)

The information provided is true and complete to the best of my/our knowledge and belief. I/We consent to the disclosure of such information for purposes of income verification related to my/our application for financial assistance. I/We understand that any willful misstatement of material fact will be grounds for disqualification. Applicant(s) understand(s) that the information provided is needed to determine assistance eligibility and in no way assures qualification for assistance. The applicant(s) also agrees to provide any other documentation needed to verify eligibility.

WARNING: Florida Statute 817 provides that willful false statements or misrepresentation concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under S775.082 or 775.83 or 775.084.

Applicant Signature Date Co-Applicant Signature Date

Household Member (18 and over) Date Household Member (18 and over) Date

Household Member (18 and over) Date Household Member (18 and over) Date



**SECURITY AND/OR UTILITY DEPOSITS PROGRAM
STATEMENT OF HOUSEHOLD SIZE**

This is to certify that _____ person(s) will reside in the property that I/We intend to rent.

_____	_____	_____	_____
Applicant Signature	Date	Co-Applicant Signature	Date
_____	_____	_____	_____
Household Member (18 and over)	Date	Household Member (18 and over)	Date
_____	_____	_____	_____
Household Member (18 and over)	Date	Household Member (18 and over)	Date

ORIGINAL



**CITY OF MIRAMAR
SECURITY AND/OR UTILITY DEPOSITS PROGRAM**

AUTHORIZATION FOR THE RELEASE OF INFORMATION

I/We _____, the undersigned, hereby authorize the release without liability, information regarding my/our employment income, and/or assets, and identity to **Community Redevelopment Associates of Florida**, for the purposes of verifying information provided, as part of determining eligibility for assistance under the **SECURITY AND/OR UTILITY DEPOSITS PROGRAM**. I/We understand that only information necessary for determining eligibility can be requested.

Types of information to be verified:

I/We understand that previous or current information regarding me/us may be required. Verifications that may be requested are, but not limited to: personal identity/social security; employment history, hours worked, salary and payment frequency, commissions, raises, bonuses, and tips; cash held in checking/savings accounts, stocks, bonds, certificate of deposits (CD), Individual Retirement Accounts (IRA), interest, dividends, etc.; payments from Social Security, annuities, insurance policies, retirement funds, pensions disability or death benefits; unemployment, disability and/or workers compensation; welfare assistance; net income from the operation of a business; and, alimony or child support payments, etc.

Organizations/Individuals that may be asked to provide written/oral verification are, but not limited to:

Past/Present Employers
Banks, Financial or Retirement Institutions
State Unemployment Agency
Welfare Agency

Alimony/Child/Other Support Providers
Social Security Administration
Veteran's Administration
Other: _____

Agreement to Conditions:

I/We agree that a photocopy of this authorization may be used for the purposes stated above. I/We understand that I/We have the right to review this file and correct any information found to be incorrect.

_____	_____	_____	_____
Applicant Signature	Date	Co-Applicant Signature	Date
_____	_____	_____	_____
Household Member (18 and over)	Date	Household Member (18 and over)	Date
_____	_____	_____	_____
Household Member (18 and over)	Date	Household Member (18 and over)	Date

NOTE: This general consent may not be used to request a copy of a tax return. If one is needed, contact your local IRS office for Form 4506, "Request for Copy of Tax Return" and prepare and sign separately.

This instrument prepared by:

Weiss, Serota, Helfman,
Cole, Bierman and Popok, P.L.
200 East Broward Boulevard, Suite 1900
Ft. Lauderdale, FL 33301

RENTAL DEPOSIT/EVICTION PROTECTION AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, **2019**, by and between _____, whose mailing address is _____ (the "Owner"), and the **City of Miramar**, Florida, a Florida municipal corporation, whose mailing address is **2300 Civic Center Place, Miramar, Florida 33025** (the "Administrator").

RECITALS

WHEREAS, the Administrator has been selected to participate in the Florida State Housing Initiative Partnership Rental Deposit/Eviction Protection Program (the "Program"), pursuant to which, the Administrator will establish and administer a tenant-based SECURITY AND/OR UTILITY DEPOSITS PROGRAM (the "Local Program") in accordance with Section 420.907, Florida Statutes, et seq.; and

WHEREAS, under the Local Program, the Administrator may make a deposit subsidy payment which may consist of prepayment of the first and/or last month's rent and/or any utility or other security deposit (the "Deposit Subsidy Payment") required under a written lease or lease addendum to the Owner on behalf of the Tenant to assist the Tenant in renting a dwelling unit from the Owner; and

WHEREAS, under the Local Program, the Administrator may make an eviction protection payment (the "Eviction Protection Payment") in order to prevent the Tenant from eviction due to late or non-payment of rent as may be required under a written lease or lease addendum to the Owner on behalf of the Tenant to assist the Tenant in continuing to lease a dwelling unit from the Owner; and

WHEREAS, the Owner and the Administrator wish to establish the terms and conditions under which the Owner will receive Deposit Subsidy Payments from the Administrator.

AGREEMENT

1. **Tenant; Dwelling Unit; Form of Lease.**

(a) This Agreement applies only to the following tenant(s) (collectively, the "Tenant"):

Names of all adults aged 18 or over:

(b) This Agreement applies only to the following dwelling unit (the "Dwelling Unit"):

(Address, Unit Number)

(City, State, ZIP)

(c) The Owner shall rent the Dwelling Unit to the Tenant pursuant to a written lease and/or a lease addendum (collectively, the "Lease") in forms approved by the Administrator. No changes may be made to the Lease unless approved in writing by the Administrator.

2. **Agreement Rent.** The total monthly rent (the "Agreement Rent") payable to the Owner for the Dwelling Unit is set forth in the Lease. The Agreement Rent must not increase during the term of the Lease without prior approval of the Administrator.

3. **Agreement Deposit.** The total deposit (the "Agreement Deposit") payable to the Owner for the Dwelling Unit is set forth in the Lease. The Agreement Deposit must not increase during the term of the Lease without prior approval of the Administrator.

4. **Deposit Subsidy Payment; Tenant Rent.**

(a) If Tenant qualifies for a Deposit Subsidy Payment, Administrator shall tender the Deposit Subsidy Payment to the Owner on behalf of the Tenant in accordance with and as permitted by the Local Program. The Deposit Subsidy Payment shall be the difference between the Agreement Deposit and the portion of the Agreement Deposit for which the Tenant is responsible (the "Tenant Deposit"), up to the maximum amount permitted by the Program. The Tenant is fully responsible for paying the Tenant Deposit, and the Administrator has no responsibility to pay the Owner any portion of the Agreement Deposit in excess of the Deposit Subsidy Payment.

(b) The amount of the Deposit Subsidy Payment shall not exceed the Agreement Deposit. If the Deposit Subsidy Payment exceeds the Agreement Deposit, the Owner shall immediately return any excess payment to the Administrator.

(c) The Administrator shall verify that the Agreement Rent is in accordance with the Program requirements, using ratios set by the Program. The Agreement Rent as determined by the Administrator is the maximum amount that the Owner may require the Tenant to pay as rent for the Dwelling Unit and must include all services, maintenance, and utilities to be provided by the Owner in accordance with the Lease.

(d) The amount of the Agreement Rent is subject to change as determined by the Administrator during the term of the Lease. Any change in the amount of the Agreement Rent and the effective date of the change shall be stated in a written notice from the Administrator to the Tenant and the Owner. Initially and until further notice from the Administrator, the amounts payable by the Tenant and the Administrator to the Owner are as follows:

\$ _____	Agreement Rent (payable by the Tenant)
\$ _____	Deposit and/or First Month's rent Subsidy Payment (payable by the Administrator)
\$ _____	Tenant Deposit (payable by the Tenant)

(e) If the Tenant terminates occupancy of the Dwelling Unit or if the Owner evicts the Tenant in accordance with applicable laws, the Owner must promptly notify the Administrator in writing.

(f) The right of the Owner to receive or retain a Deposit Subsidy Payment is conditioned upon compliance with all provisions set forth in this Agreement.

5. **Eviction Protection.** If Tenant qualifies for an Eviction Protection Payment, Administrator shall make said Eviction Protection Payment to the Owner on behalf of the Tenant in accordance with and as permitted by the Local Program, up to the Local Program maximum. Payment is limited to the actual past due rent payments. The Administrator has no responsibility to pay the Owner any portion of any amount in excess of the Eviction Protection Payment. An Eviction Protection Payment shall only be made if the Tenant is in danger of being evicted from their rental dwelling unit because of late or non-payment of rent due to:

- (a) Loss of pay due to involuntary job loss;
- (b) Divorce or separation which resulted in temporary loss of income;
- (c) Death of a spouse which resulted in a temporary loss of income;
- (d) Sudden unforeseen medical expenses; or
- (e) Unforeseen emergency home repairs or assessments.

6. **Term of Agreement.** The Administrator shall make the Eviction Protection Payment or the Deposit Subsidy Payment on _____. This Agreement shall continue in full force and effect so long as Tenant lawfully resides in the Dwelling Unit. This Agreement may end sooner if:

(a) The Owner evicts the Tenant for (i) serious or repeated violation of the terms and conditions of the Lease, or (ii) violation of federal, state, or local law that imposes obligations on the Tenant in connection with the occupancy or use of the Dwelling Unit and the surrounding property;

(b) The Administrator receives notice that the Lease has been terminated;

(c) The Owner receives notice that the Tenant is terminated from the Program;

(d) The Owner fails to maintain the Dwelling Unit so that it does not comply with the housing maintenance code of the **City of Miramar**, or the quality standards adopted by the United States Department of Housing and Urban Development.

7. **Security and/or Utility Deposits.** The Owner shall handle any security deposit and/or utility deposits given to it by the Administrator and/or the Tenant in accordance with Florida law, specifically, §83.49, Florida Statutes. Any remainder of any Deposit Subsidy Payment paid by the Administrator shall be promptly refunded within 30 days of the eviction of the Tenant, termination of this Agreement or the end of the term of this Agreement.

8. **Maintenance.** The Owner shall maintain the Dwelling Unit so that it meets the housing maintenance code of the **City of Miramar**, and the housing quality standards adopted by the United States Department of Housing and Urban Development. Administrator reserves the right, upon reasonable notice, to inspect the rental property as often as deemed necessary to ensure that the property is properly maintained.

9. **Non-Discrimination.** The Owner shall not discriminate against the Tenant household in the provision of services or in any other manner because of race, color, creed, religion, ancestry, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or familial status. Owner shall cooperate with the Administrator if compliance reviews or complaint investigations must be conducted under federal, state, or local civil rights laws or regulations.

10. **Access to Dwelling Unit and Records.** The Owner shall provide any information with respect to this Agreement that the Administrator reasonably requires. The Owner shall permit the Administrator or any of its authorized representatives to have access to the Dwelling Unit and the surrounding premises and to audit and examine any books, documents, papers, or records of the Owner necessary to determine compliance with this Agreement.

11. **Events of Default.** The following shall constitute Events of Default under this Agreement:

(a) The Owner fails to comply with any of the requirements or fulfill any of the obligations set forth in this Agreement or the Lease.

(b) The Owner commits any fraud or makes any false statement to the Administrator in connection with this Agreement, the Program, or any federal or state housing assistance program.

12. **Rights and Remedies.** Upon the occurrence of an Event of Default, and at any time thereafter until the Event of Default is cured to the satisfaction of the Administrator, the Administrator may exercise any or all of the rights and remedies available to it, including but not limited to recovering overpayments or terminating this Agreement. The Administrator shall notify the Owner in writing of the occurrence of any Event of Default and of any remedies that the Administrator chooses to exercise.

13. **Waivers.** No waiver by the Administrator of any default hereunder shall operate as a waiver of any other default, or of the same default on a future occasion. No delay on the part of the Administrator in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies specified herein are cumulative and not exclusive of any rights or remedies that the Administrator would otherwise have.

14. **Relationship to Third Parties.**

(a) The Administrator assumes no liability or responsibility for injury to any person injured as a result of the Owner's action or failure to act in connection with this Agreement or as a result of any other action or failure to act by the Owner.

(b) The Owner is not the agent of the Administrator, and this Agreement does not create or affect any relationship between the Administrator and any lender to the Owner or any suppliers, employees, contractors, or subcontractors used by the Owner in implementing this Agreement.

(c) Nothing in this Agreement shall be construed as creating any rights of the Tenant or other third party to enforce any provisions of this Agreement or to assert any claim against the Administrator or the Owner.

15. **Assignment of Agreement.** The Owner shall not transfer or assign its rights under this Agreement without the prior written consent of the Administrator. A change in ownership of the Owner, such as a stock transfer or transfer of the interest of a limited partner, shall not constitute such a transfer or assignment; however, a transfer of a general partner's interest must be approved in writing by the Administrator. The Administrator shall consent to a transfer or assignment if the transferee is deemed acceptable to the Administrator and agrees in writing, in a form acceptable to the Administrator, to comply with all of the terms and conditions of this Agreement and the Local Program.

16. **Governing Law and Entire Agreement.** This Agreement shall be governed by the laws of the State of Florida and contains the entire agreement of the parties on the matters covered herein. No other agreement, statement, or promise made by any party, or by any employee, officer, or agent of any party that is not in writing and signed by all the parties to this Agreement shall be binding.

17. **Costs.** All costs, including reasonable attorney's fees, which may be incurred by the Administrator for the collection of any amounts which may become due the Administrator hereunder, or which may be incurred by the Administrator in the enforcement of the Agreement, terms, conditions, and obligations set forth herein, whether suit is brought forth or not, including but not limited to appellate proceedings, shall be assessed against and be the obligation of the Owner.

18. **Death of Owner.** In the event that the sole Owner should die, or upon the death of the survivor of JOINT Owners, the obligations created herein shall be binding upon the Estate, personal representatives, heirs, or devisees of the deceased Owner.

19. **Venue.** Venue of any action relating to this Agreement shall be in Broward County, Florida, and this Agreement shall be governed by the laws of the State of Florida.

ATTEST:

OWNER/on behalf of: _____
(Name of Community)

Witness

Print Name

Witness

Signature (before Notary)

Dated: _____

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____,
by _____ who is/are personally known to me or who produced
identification.

WITNESS my hand this ____ day of _____

ADMINISTRATOR:

CITY OF MIRAMAR, a municipality in
The State of Florida

ATTEST:

Denise Gibbs, City Clerk

By: _____
Kathleen Woods-Richardson, City Manager
Dated: _____

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar only:

City Attorney
Weiss, Serota, Helfman, Cole, Bierman and Popok, P.L.