

## **Philadelphia's COVID-19 Emergency Rental Assistance (CERA) Phase 1 Landlord Agreement**

By e-signing this form, Landlord is agreeing to take part in the COVID-19 Emergency Rental Assistance Program ("CERA") and further acknowledges and understands that Landlord is subject to the following requirements and obligations:

1. The Tenant will be receiving a grant from the City of Philadelphia (the "City") through CERA ("CERA Grant").
2. Landlord agrees to accept the CERA Grant from the City on the Tenant's behalf and for the benefit of Tenant.
3. The entirety of the CERA Grant will be applied to the Tenant's Monthly Rent obligation under the Lease.
4. The CERA Grant payments will be issued by the Public Health Management Corporation ("PHMC") on behalf of the City through an Automated Clearing House ("ACH") transfer whereby the CERA Grant funds will be direct deposited into Landlord's designated bank account.
5. Landlord agrees that as a condition to receiving the CERA Grant funds for Tenant's benefit, Landlord will be required to do the following:
  - A. Submit a copy of the executed Lease to the City;
  - B. Submit an IRS Form W-9 to the City; and
  - C. Apply one hundred percent of the CERA Grant to Monthly Rent due in the months of May, June, and July, 2020, and then to subsequent months if Tenant is awarded additional assistance after the initial award, reducing the Monthly Rent due to Landlord from Tenant by the CERA Grant amount; and
  - D. Limit the amount charged to the Tenant over May, June, and July, 2020, to the Monthly Rent less the CERA Grant amount; and

- E. Allow the Tenant a six (6) month repayment period commencing from the latest date CERA Grant funds were received by Landlord on behalf of Tenant for any unpaid rent accrued prior to May, 2020, or for any unpaid Monthly Rent that may accrue while during the period in which Landlord is receiving the CERA Grant funds (collectively, the "Arrears"). Tenant may pay the Arrears through a written payment agreement between Landlord and Tenant; and
- F. Not pursue eviction of the Tenant for non-payment of rent for a period of six (6) months following the latest date CERA Grant funds were received by Landlord on behalf of Tenant; and if the lease expiration date falls during this same time period the landlord must offer the tenant an option for renewal with the new expiration date no earlier than six (6) months following the latest date CERA Grant funds were received by Landlord on behalf of Tenant; and
- G. Not charge any late fees or penalties on unpaid Monthly Rent from April or May, 2020, or at any time while receiving the CERA Grant funds; and
- H. Maintain a current, valid rental license with respect to the Property, hold a current Certificate of Rental Suitability with respect to the Property, and pay all taxes due to the City on a timely basis; and
- I. Landlord will indemnify and defend the City, PHMC and the Philadelphia Housing Development Corporation ("PHDC") and save them harmless from and against any and all demands, claims, actions, suits, judgments, awards, fines, penalties, proceedings, losses, damages, liabilities and expenses (including, without limitation, reasonable and out-of-pocket fees of attorneys, investigators and experts) ("Claims") arising or alleged to arise from or in connection with the payment of the CERA Grant, the Lease, the Tenant and/or the Property, which indemnification shall include all reasonable and out-of-pocket legal fees, costs and expenses incurred by the City, PHMC and/or PHDC in defending such proceedings.