

Live Local Tenant Assistance Program Agreement

This Tenant Assistance Agreement (the “**Agreement**”) is entered into as of _____ (the “**Agreement Start Date**”) by and between the Big Sky Community Housing Trust (the “**Program Administrator**”), the Owner (the “**Owner**”), and the Tenant (the “**Tenant**”).

The Owner and Tenant are parties to a written lease agreement (the “**Lease**”) for the Property located at _____ (the “**Property**”), which begins on [_____] **Date**] and ends on [_____] **Date**].

The Program Administrator will provide a monthly rental assistance payment (the “**Rental Assistance Payment**”) in the amount of \$_____ to the Owner on behalf of the Tenant. The Rental Assistance Payment will be credited toward the monthly rent specified in the Lease.

The Tenant is responsible to the Owner for the tenant contribution (the “**Tenant Contribution**”) of \$_____ and any additional amounts due under the Lease not covered by the Rental Assistance Payment. The Program Administrator assumes no obligation for the Tenant Contribution due monthly to the Owner, or the payment of any claim by the Owner against the Tenant. The Program Administrator’s Rental Assistance Payment is limited to making payments in the amount identified in this agreement on behalf of the Tenant to the Owner.

Tenant Certifies that:

1. The Tenant has truthfully and fully disclosed all information required by the Program Administrator in the Tenant’s application for assistance, including but not limited to disclosure of all household income and employment.
2. The Property is the Tenant’s primary place of residence.
3. The Tenant has not and will not sublet the Property or allow undisclosed persons to occupy the Property as part of the Tenant’s household.
4. The Tenant represents that the Tenant does not own, hold, or have any ownership interest in the Property and is not related to the Owner.
5. The Tenant will notify the Program Administrator if they terminate the Lease, vacate the Property during the assistance period, or receive an eviction notice. If any of these occur, the Rental Assistance Payment will end, and the Tenant will be responsible for the monthly rent due under the Lease.
6. The Tenant understands that it is the Tenant’s responsibility to provide the Program Administrator with a copy of any Lease renewal or extension. Rental Assistance Payments will end when the current Lease expires.

Owner Certifies that:

1. The Owner represents and warrants that the Owner holds legal title to the Property and has full authority to enter into this Agreement. If the Owner is an entity, the Program

BSCHT Representative Initials

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_____/_____
Owner/Tenant Initials

Administrator may request reasonable documentation to confirm the Owner's authority to execute this Agreement.

2. The Property is leased to and, to the best of the Owner's knowledge, is occupied by the Tenant.
3. To the best of the Owner's knowledge, the Property is used solely as the Tenant's principal place of residence.
4. The Tenant does not own or have any interest in the Property.
5. In the event of an overpayment by the Program Administrator, the Program Administrator will credit the overpayment to the following month, or the Owner will return the overpayment to the Program Administrator.
6. If the Owner receives any Rental Assistance Payments after the Tenant has terminated the Lease or vacated the Property, the Owner will return any unearned Rental Assistance Payments to the Program Administrator.
7. To accept the Program Administrator's Rental Assistance Payment, the Owner must provide a completed W-9 and agree to payments via Automated Clearing House (ACH) transfer. The Program Administrator will process Rental Assistance Payments on or before the monthly rent due date under the Lease.

Program Administrator Role:

The Program Administrator will (i) determine Tenant eligibility for participation in the Program, (ii) monitor Tenant compliance with the terms of this Agreement and the Program, and (iii) provide Rental Assistance Payments on behalf of the Tenant as described above.

The Program Administrator does not guarantee and is in no way responsible to the Owner for the Tenant's performance under the Lease or for any damages or losses of any kind arising from the Tenant's actions or failure to act under the Lease.

The Program Administrator does not provide property management services. Nothing in this Agreement shall be construed to create a property management relationship between the Program Administrator and the Owner or the Tenant.

The Program Administrator may, upon at least twenty-four (24) hours' notice and during reasonable hours, request access to the Property for the limited purpose of verifying compliance with this Agreement, including in response to a reported Lease violation by the Owner or the Tenant, or misuse of Rental Assistance Payments.

If the terms of the Agreement are violated, the Program Administrator has the right to:

1. Terminate future Rental Assistance Payments;
2. Withhold Rental Assistance Payments until the violation is cured; and/or
3. Require repayment of the Rental Assistance Payments previously paid in connection with the violation.

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_____/_____
Owner/Tenant Initials

Each Party to this Agreement acknowledges and agrees that it has read, understands, and will comply with all terms and conditions set forth herein.

OWNER:

Signature

Date

Printed Name

Phone

Email

TENANT:

Signature

Date

Printed Name

Phone

Email

PROGRAM ADMINISTRATOR

Signature

Date

Big Sky Community Housing Trust
info@bigskyhousingtrust.com | 406-995-3696

BSCHT Representative Initials

_____/_____
Owner/Tenant Initials