HOME Investment Partnerships Program
Community Development Block Grant
Coronavirus Relief Fund
Rental Assistance Contract

This Tenant Based Rental Assistance contract (the “Contract”) is entered into between the City of North Miami (“Program Administrator”), M.I. Logistics, LLC (“Owner”), and Sandra Augustin (“Tenant”) as of the “Contract Start Date” as such terms are identified in Exhibit A, Project Specific Information, attached to and incorporated within this Contract.

SECTION 1 – OVERVIEW
This Contract outlines the roles, responsibilities, and obligations of the Program Administrator, Owner, and Tenant under an emergency Tenant Based Rental Assistance (“ETBRA”) Program (the “Program”), as described herein, funded by the City of North Miami (the “PJ”), which is a participating jurisdiction under the HOME Investment Partnerships Program (“HOME”) administered by the United States Department of Housing and Urban Development (“HUD”) pursuant to 24 CFR part 92.

The purpose of the Program is to provide emergency housing assistance to assist the Tenant who has experienced financial hardship as a result of the COVID-19 pandemic pursuant to various flexibilities provided for in a HUD memorandum entitled “Suspensions and Waivers to Facilitate Use of HOME-Assisted Tenant-Based Rental Assistance (TBRA) for Emergency and Short-term Assistance in Response to COVID-19 Pandemic,” issued on April 10, 2020, as amended (the “April 2020 TBRA Memo”).

In accordance with the terms of this Contract and Program requirements, the Program Administrator has reviewed the lease agreement for the housing unit identified in Exhibit A (the “Unit”) and will make a Rental Assistance Payment for two (2) months not to exceed Three Thousand Dollars ($3,000.00) to the Owner for the Unit. Under the Program, the Tenant will reside in the Unit according to the terms and conditions of the lease, included as Exhibit B (the “Lease”) and this Contract. The Owner has leased the unit to the Tenant and will continue to lease the Unit to the Tenant for occupancy with assistance under the Program, according to the terms and conditions of the Lease and this Contract.

SECTION 2 – TERM OF THIS CONTRACT
The term of this Contract commences on the Contract Start Date and ends on the earliest of (i) the “Contract End Date” identified in Exhibit A, (ii) the date upon which the Lease expires or is terminated, or (iii) the date upon which this Contract is terminated by the Program Administrator as a result of default by the Owner or Tenant. The term of this Contract may not extend beyond December 31, 2020, unless HUD extends the waiver authority provided by the April 10, 2020 Memorandum beyond December 31, 2020, in which case the Parties may agree to extend the Term of this Contract to no later than such new time as HUD’s waiver of the TBRA requirements in 24 CFR 92.209 expires.

SECTION 3 – HOME ASSISTANCE TO BE PROVIDED
The right of either the Owner or Tenant to receive TBRA Program assistance under this Contract is, at all times, subject to each party’s compliance with this Contract’s terms and requirements.
Rental Assistance Payment
The rent due each month to the Owner under the Lease is identified in Exhibit A (the “Contract Rent”). The Owner shall not increase the Contract Rent during the term of this Contract.

Owner/Representative Initials: 

The Program Administrator will provide a one-time “Rental Assistance Payment” in the amount identified in Exhibit A to the Owner on behalf of the Tenant. The Rental Assistance Payment will be credited against the Contract Rent otherwise due under the Lease.

The Tenant is responsible to the Owner for the “Tenant Contribution” identified in Exhibit A and any additional amounts due under the Lease not covered by the Rental Assistance Payment. Neither the Program Administrator nor the PJ assumes any 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 obligation is limited to making payment in the amount identified in Exhibit A on behalf of the Tenant to the Owner in accordance with this Contract.

SECTION 4 — OWNER REQUIREMENTS

4.1 Owner Certification
During the term of this Contract, the Owner certifies that:

a) The Owner will, at all times, maintain the Unit and premises, including common areas accessible to the Tenant, in decent, safe, and sanitary condition and compliant with applicable state or local codes and rental housing requirements; and
b) The Owner will comply in all material respects with this Contract; and
c) The Unit is leased to and, to the best of the Owner’s knowledge, is occupied by the Tenant; and,
d) Owner has taken no action and will not take any action to terminate the Lease and cause the Tenant to vacate the Unit without providing written notice of such action to the Tenant and the Program Administrator; and
e) Other than the Tenant’s Contribution, the Owner has not received and will not receive any payments or other consideration (from the Tenant, HUD, or any other public or private source) for rental of the Unit during the Term of this Contract except as identified in Exhibit A; and
f) To the best of the Owner’s knowledge, the Unit is used solely as the Tenant’s principal place of residence; and
g) The Tenant does not own or have any interest in the Unit; and
h) The Owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family of the Tenant, unless the Program Administrator has determined (and has notified the Owner and the Tenant of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

4.2 Rental Assistance Payments and Overpayment
The right of the Owner to receive payments under this Contract shall be subject to compliance with this Contract’s provisions. The Owner agrees that, absent written notice to the Program Administrator and
return of the Rental Assistance Payment, acceptance of the Rental Assistance Payment shall be conclusive
evidence that the Owner received the full amount due.

Throughout the term of this Contract, Owner agrees to waive any late fees associated with the Rental
Assistance Payment, provided that such payment is issued by the Program Administrator by the agreed
upon date.

Owner/Representative Initials: 

If the Program Administrator determines that the Owner was not entitled to any payments received, in
addition to other remedies, the Program Administrator may require Owner to refund any overpayment
to the Program Administrator.

4.3 Property Standards
Owner must maintain the Unit, and any common areas of the property accessible to the Tenant under the
Lease, in decent, safe and sanitary condition and comply with all applicable state or local codes and
requirements for rental properties.

Upon notice by the Program Administrator following any inspection (whether conducted in-person or
virtually in accordance with the Program guidelines), Owner will promptly correct any violations of
Program requirements and this Contract. If the Owner fails to correct such violations, the Program
Administrator may terminate this Contract and the Rental Assistance Payment even if the Tenant
continues occupancy under the Lease.

Owner/Representative Initials: 

4.4 Lead Based Paint
In accordance with 24 CFR 92.355, Owner will incorporate ongoing lead-based paint maintenance
activities into regular building operations and will maintain all painted surfaces in the Unit and common
areas accessible by the Tenant, conduct visual assessment of painted surfaces at least annually, and
stabilize deteriorated paint following safe work practices.

4.5 Prohibition of Discrimination
In accordance with applicable equal opportunity statutes, Executive Orders, and regulations:
   a) The Owner must not discriminate against any person because of race, color, religion, sex, national
      origin, age, familial status, or disability in connection with this Contract. Eligibility for HUD’s
      programs, including this Program, must be made without regard to actual or perceived sexual
      orientation, gender identity, or marital status; and
   b) The Owner must cooperate with the Program Administrator and HUD in conducting any equal
      opportunity compliance reviews and complaint investigations in connection with this Contract; and
   c) The Owner must comply with the Violence Against Women Act, as amended, and HUD’s
      implementing regulation at 24 CFR part 5, Subpart L, and HOME Program regulations.

4.6 Inspections, Records, and Cooperation
The Owner agrees to provide any information pertinent to this Contract which the Program Administrator,
PJ, or HUD may reasonably require. Further, upon reasonable notice to the Owner, Owner agrees to
provide access to the Program Administrator, PJ, HUD, or their representatives to the Unit, the property on which the Unit is located, and the Owner’s records (wherever located) relevant to this Contract and compliance with Program requirements. The Owner further agrees to provide access to such records to the Comptroller General of the United States (commonly known as the Government Accountability Office or “GAO”). The Owner must grant access to relevant 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. Such rights to inspect and review will not expire until five (5) years after the date of expiration or termination of this Contract.

SECTION 5 – TENANT REQUIREMENTS

5.1 Tenant Certification and Representations
During the term of this Contract, Tenant hereby certifies that:

a) Tenant has truthfully and fully disclosed all information required by the Program Administrator in Tenant’s application for assistance, including but not limited to disclosure of all household income; and

b) The Unit is the Tenant’s primary place of residence; and

c) Other than the Rental Assistance Payment, the Tenant has not received and will not receive any payments or other consideration (from a federal agency or any other public or private source) for rental of the Unit during the Term of this Contract other than those disclosed to the Program Administrator in the application for assistance or as otherwise required herein; and

d) Tenant has not and will not sublet the Unit, allowed undisclosed persons to occupy the Unit as part of the Tenant’s household; and

e) The Tenant does not own or have any interest in the Unit; and,

f) The Tenant (including a principal or interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the Owner’s family, unless the Program Administrator has determined (and has notified the Owner and the Tenant of such determination) that approving assistance to the Tenant, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities; and

g) As of the date of this Contract, the Tenant’s household occupying the unit includes the following members:

<table>
<thead>
<tr>
<th>Name (First, M., Last)</th>
<th>Party to Lease</th>
<th>Minor/Under 18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sandra Augustin</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>Gabriella Marcelin</td>
<td>☐</td>
<td>☒</td>
</tr>
</tbody>
</table>

5.2 Tenant Obligations
During the term of this Contract, Tenant will:

a) Promptly pay, when due, any portion of the Contract Rent (or other fees due to the Owner under the Lease) not paid by the Rental Assistance Payment; and

b) Comply with the Lease in all material respects; and

c) Promptly notify the Program Administrator of (i) any intention to terminate the Lease and/or vacate the Unit or (ii) the presence of any physical deficiencies in the Unit that present an immediate danger to health and safety (e.g. electrical shorts, gas leaks, etc.) that have not been addressed by the Owner; and
d) Pursuant to the Lease and the Contract, provide access to the Unit to the Program Administrator, PJ, HUD, or their authorized representatives for the purpose of conducting inspections; and

e) Provide such information or documentation required by the Program Administrator, PJ, or HUD to determine compliance with this Contract, Program requirements, or other applicable federal laws and regulations; and

f) Provide prompt notice to the Program Administrator of the anticipated receipt of other rental assistance from any other source whether public or private, including but not limited to the Section 8 Housing Choice Voucher Program.

SECTION 6 – PROGRAM ADMINISTRATOR ROLE

The Program Administrator will (i) determine Tenant and Owner’s eligibility for participation in the Program, (ii) monitor Tenant and Owner’s compliance with the terms of this Contract, the Program, and HOME regulations, and (iii) provide HOME Assistance to or on behalf of the Tenant as described herein.

The Program Administrator does not assume any responsibility for, or liability to, any person injured as a result of either the Owner or Tenant’s action or failure to act in connection with the implementation of this Contract or as a result of any other action or failure to act by either the Owner or Tenant.

The Owner is not the agent of the Program Administrator and this Contract does not create or affect any relationship between the Program Administrator and any lender to the Owner, or any suppliers, vendors, employees, contractors, or subcontractors used by the Owner in connection with this Contract.

The Program Administrator does not guarantee and is in no way responsible to the Owner for Tenant’s performance under the Lease or for any damages of any sort caused by the Tenant’s action or failure to act under the Lease.

Nothing in this Contract shall be construed as creating any right of:

   a) The Tenant to enforce this Contract against the Owner; or

   b) The Owner to enforce this Contract against the Tenant; or

   c) For either the Owner or Tenant to make any claim against HUD or PJ; or

   d) For either Owner or Tenant to make any claim against the Program Administrator other than for the payment of the Rental Assistance Payment due under this Contract.

Other than any rights claimed by HUD to pursue claims, damages, or suits of any sort, nothing in this Contract will be construed to give any third party a right to pursue any claims against HUD, PJ, or the Program Administrator under this Contract.

SECTION 7 – MODIFICATIONS TO LEASE

Notwithstanding any other provisions in the Lease, during the term of this Contract Owner and Tenant mutually agree that:

   a) Termination of Tenancy. Any termination of the lease must also comply with all applicable state or local laws, ordinances, regulations, or similar requirements, including as may be applicable emergency orders restricting evictions during declared emergencies or disasters; and

Owner/Representative Initials: [Signature]

Tenant Initials: [Signature]

IWO #20-594 (JLW) Sandra Augustin
SECTION 8 - DEFAULT AND ENFORCEMENT

8.1 Default
Any of the following will be deemed a default under this Contract:

a) Any violation of this Contract by the Tenant or Owner; or
b) A determination by the Program Administrator that the Tenant or Owner has committed fraud or made a false or materially incomplete statement in connection with the Program or this Contract, or has committed fraud or made any false statement in connection with any federal housing assistance program; or
c) Any fraud, bribery, or any other corrupt or criminal act by a party to this Contract in connection with any Federal Housing assistance program; or
d) Any determination, in the sole and exclusive judgement of the Program Administrator, that either Tenant or Owner has materially violated the terms of the Lease.

8.2 Enforcement
In the event of a default, the Program Administrator will notify the defaulting party in writing, specifying the nature of the default, required corrective actions, and the deadline for correction. In the event the defaulting party does not cure the default within the time period provided, as may be appropriate based on the defaulting party and nature of the default, Program Administrator may:

a) Terminate the Owner’s or Tenant’s participation in the Program and cancel future payments to or on behalf of the Tenant; or
b) Require the return of payments related to the default made under this Contract; or
c) Apply to any appropriate court, state or federal, for specific performance, in whole or in part, of the provisions and requirements contained herein or for an injunction against any violation of such provisions and requirements; or
d) Apply to any appropriate court, state or federal, for such other relief as may be appropriate and allowed by law, since the injury to the Tenant or Program Administrator arising from a default under any of the terms of this Contract would be irreparable and the amount of damage would be difficult to ascertain.

Any delay by the Program Administrator in exercising any right or remedy provided herein or otherwise afforded by law or equity shall not be a waiver of or preclude the exercise of such right or remedy. All such rights and remedies shall be distinct and cumulative and may be exercised singly, serially (in any order), or concurrently, and as often as the occasion therefore arises.

SECTION 9 – MISCELLANEOUS PROVISIONS

9.1 Conflict of Interest
Pursuant to HOME regulations at 24 CFR 92.356, no employee, agent, consultant, officer, or elected official or appointed official of the PJ or the Program Administrator, individually known as a “Covered Person,” that exercises or has exercised any functions or responsibilities with respect to HOME-assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to HOME-assisted activities, is eligible to receive HOME assistance under this Program or to have a financial interest in or obtain a financial benefit from any contract, subcontract, or other agreement with respect to the HOME-funded activities contemplated in this Contract or the proceeds from such activities.
activities. This provision applies to both Covered Persons and those with whom they have business or immediate family ties, during their tenure with the PJ or Program Administrator and for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a Covered Person.

Owner hereby certifies that, to the best of its knowledge and belief, it has no Conflict of Interest associated with participation in this Program. Owner, including the underlying individual owners if the Owner is a corporation, partnership, or other such entity, is not a Covered Person or an immediate family member of a Covered Person and has no business relationships with a Covered Person.

Tenant hereby certifies that, to the best of its knowledge and belief, they have no Conflict of Interest associated with participation in this Program. Neither Tenant nor another member of the household is a Covered Person or an immediate family member of a Covered Person and has no business ties with a Covered Person.

9.2 Assignment
Neither the Owner nor the Tenant may transfer or assign this Contract to any other party without the prior written approval of the Program Administrator. Any approval of assignment will be in the sole discretion of the Program Administrator and, if approved, is contingent upon the assignee assuming all obligations of the assigning party in writing.

If the Owner requests the Program Administrator consent to assign this Contract to a new owner, the Owner shall supply any information as required by the Program Administrator pertinent to the proposed assignment.

9.3 Entire Contract, Interpretation, and Amendments
a) The Contract contains the entire agreement between the Owner and Program Administrator and between the Tenant and Program Administrator.

b) In the event of a question about the meaning or interpretation of any provision, requirement, or term in this Contract, the Contract shall be interpreted and implemented in accordance with all Program requirements, statutory requirements, and HUD requirements, including the HOME program regulations at 24 CFR part 92 and the April 2020 TBRA Memo. The determination of the Program Administrator, who may seek input from PJ and/or HUD as appropriate, will be final.

c) No changes or amendments may be made to this Contract except those made in writing and signed by all parties hereto.

9.4 Headings and Pronouns
The headings of the paragraphs in this Contract are for convenience only and do not affect the meanings or interpretation of the contents. Where appropriate, all personal pronouns used herein, whether used in the masculine, feminine or neutral gender, shall include all other genders and singular nouns used herein shall include the plural and vice versa.
IN WITNESS THEREOF, the Tenant, Owner, and Program Administrator have indicated their acceptance of the terms of this Contract, including the Exhibits hereto, which are incorporated herein by reference, by their signatures below on the dates indicated.

<table>
<thead>
<tr>
<th>Owner/Landlord Representative Signature</th>
<th>Owner</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Luis Soubie</td>
<td>M.I. Logistics, LLC</td>
<td></td>
</tr>
<tr>
<td>Owner of Property</td>
<td></td>
<td>12/7/2020</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature</th>
<th>Tenant</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sandra Augustin</td>
<td>12/9/2020</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Authorized Representative Signature</th>
<th>Program Administrator</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alberte Bazile</td>
<td>Program Administrator</td>
<td>12/9/2020</td>
</tr>
</tbody>
</table>

Attest: City of North Miami, a Florida Municipal Corporation

<table>
<thead>
<tr>
<th>Approve as to Form and Legal Sufficiency</th>
<th>City Attorney</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jeff P.H. Cazeau, Esq.</td>
<td>City Attorney</td>
<td>12/9/2020</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature</th>
<th>City Manager</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Theresa Therilus, Esq.</td>
<td>City Manager</td>
<td>12/10/2020</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature</th>
<th>City Clerk</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vanessa Joseph, Esq.</td>
<td>City Clerk</td>
<td>12/10/2020</td>
</tr>
</tbody>
</table>
### Exhibit A: Project Specific Information

#### Parties to this Contract

<table>
<thead>
<tr>
<th>Role</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Administrator</td>
<td>City of North Miami</td>
</tr>
<tr>
<td>Owner</td>
<td>M.I. Logistics, LLC</td>
</tr>
<tr>
<td>Tenant</td>
<td>Sandra Augustin</td>
</tr>
</tbody>
</table>

#### Contract Dates

<table>
<thead>
<tr>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/10/2020</td>
<td>12/31/2020</td>
</tr>
</tbody>
</table>

#### Unit & Lease Information

<table>
<thead>
<tr>
<th>Description</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit (Address and Unit #)</td>
<td>2020 NE 135 Street, Unit 609, North Miami, FL 33161</td>
</tr>
<tr>
<td>Lease Start Date</td>
<td>01/13/2018</td>
</tr>
<tr>
<td>Lease End Date</td>
<td>month to month</td>
</tr>
</tbody>
</table>

#### Contract Rent

| Total Due Under Lease         | $1,400.00 per month          |

#### Rental Assistance

<table>
<thead>
<tr>
<th>Tenant Contribution</th>
<th>Rental Assistance Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ per month</td>
<td>2 months up to $2,800.00</td>
</tr>
</tbody>
</table>

#### Is other rental assistance (e.g. Section 8/State/Local funds) received?

- Yes
- No

If yes, monthly amount of $0.00 paid to

- Tenant
- Owner from (source):

#### Payment Information

<table>
<thead>
<tr>
<th>Payable to</th>
<th>M.I. Logistics, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address</td>
<td>2625 Weston Road, Suite D</td>
</tr>
</tbody>
</table>

#### Financial Institution

<table>
<thead>
<tr>
<th>N/A Check will be issued to Landlord/Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Routing Number</td>
</tr>
<tr>
<td>Account Number</td>
</tr>
<tr>
<td>Account Holder Name</td>
</tr>
</tbody>
</table>
**EXHIBIT B: EXISTING LEASE**

{Attach copy of the Lease for the HOME-TBRA assisted Unit}
Mendoza, Argentina, December 5th, 2020

Regarding: Verification of Tenant Occupancy

To whom it may concern:

This letter is to serve as verification that Sandra Agustin is currently residing at the property located at 2020 NE 135th unit #609, 33138, Miami, FL.

Sandra Agustin has been residing at these premises since January 13th 2018 on a month to month basis, her rent is $1400 per month.

Please feel free to contact me at mail “luis@soubie.com” or phone number “05491154151673” (international call), if you have any further questions or concerns about this tenancy.

Sincerely

Luis Soubie
M.I. Logistics
Owner/Manager
# Emergency Tenant-Based Rental Program Application

## Property Owner Certification

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Name of Property Owner:</td>
<td>M.1. LOGISTICS LLC</td>
</tr>
<tr>
<td>Contact Person Name:</td>
<td>LUIS SOUBIE</td>
</tr>
<tr>
<td>Address:</td>
<td>2625 WESTON ROAD SUITE D</td>
</tr>
<tr>
<td>City:</td>
<td>WESTON</td>
</tr>
<tr>
<td>State:</td>
<td>FL</td>
</tr>
<tr>
<td>Zip Code:</td>
<td>33331</td>
</tr>
</tbody>
</table>

## Tenant, Lease & Payment Information

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tenant Name(s):</td>
<td>SANDRA AGUSTIN</td>
</tr>
<tr>
<td>Lease Start Date (mm/dd/yyyy):</td>
<td>01/01/2018</td>
</tr>
<tr>
<td>Lease Expiration Date (mm/dd/yyyy):</td>
<td>12/31/2020</td>
</tr>
<tr>
<td>Monthly Rent:</td>
<td>$1,400</td>
</tr>
<tr>
<td>Back Rent Due and Period Covered (if applicable):</td>
<td>$2,800 due from SEPT 2020</td>
</tr>
<tr>
<td>Address (Street/Apt/Unit#):</td>
<td>2625 WESTON ROAD SUITE D</td>
</tr>
<tr>
<td>Bank Routing #:</td>
<td>267084131</td>
</tr>
<tr>
<td>Bank Account #:</td>
<td>518029266</td>
</tr>
</tbody>
</table>

Does the owner currently receive other rental assistance (e.g., programs funded with federal/state/local funds or private philanthropic funds) on behalf of the tenant?  
X Yes □ No

If yes, please describe:

$1000 CHECK

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## Conflict of Interest

This CDBG/HOME EMBRA program is funded by the United States Department of Housing and Urban Development (HUD) and administered by the City of North Miami Housing and Social Services Department. The program is subject to conflict of interest rules intended to ensure all applicants are treated fairly and no one by virtue of their position, office, or duty influences the selection or assistance approval process. Applicants must declare whether or not they or any member of their household has a potential conflict of interest by checking one of the statements below:

X I am not an employee, agent, consultant, officer, or elected official or appointed official of the City of North Miami, nor am I the immediate family member of nor do I have business ties with any such person.

□ I cannot check the box above and do have a potential conflict of interest described in the space below. (Note: having a potential conflict of interest does not automatically disqualify an applicant. Ultimately, additional criteria will be determined that no conflict exists, that a conflict exists and that an exception will be sought from HUD, or that the applicant is conflicted and may not be assisted.)
## IV. Unit Condition Checklist

CDGB/HOME-funded ETBRA requires assisted units to initially meet and be maintained to certain basic housing quality standards. Due to social distancing, in lieu of inspections by the Program Administrator, owners/representative should complete the following checklist for each assisted unit. Any deficiencies identified below MUST be corrected prior to the award of assistance, and subsequent deficiencies identified during the term of assistance must be corrected to continue participation in the program. Units built prior to 1978 that are occupied by any child 5 or under must pass a lead-based paint visual inspection.

**Was the housing unit originally built:**  
☐ Prior to 1978  ☐ 1978 or After

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Yes</th>
<th>No</th>
<th>Unknown</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exposed bare wires or openings in electrical panels, outlets, or junction boxes?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leaking water, puddling, or ponding on or near any electrical apparatus or outlet?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Evidence of mold or mildew, especially in bathrooms and/or air outlets?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Strong propane, natural gas, or methane gas odors?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Strong sewer odors?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Any physical/structural defect(s) that pose a tripping risk in the unit or in common stairways or hallways?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Evidence of rodent and/or insect infestation, especially in areas of food storage/prep?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Any sharp edge or physical/structural defect(s) that could cause bodily harm (e.g., cuts, skin puncture, etc.)?</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Are common areas accessible to the tenant free of the following health and life safety conditions?**

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Yes</th>
<th>No</th>
<th>Unknown</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency exit(s) that cannot be used/accessed for any reason</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Missing exit signs or exits signs that are not clearly illuminated</td>
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<tr>
<td>An elevator(s) misaligned with the floor by more than 3/4 inch? (e.g. the elevator(s) does not level as it should)</td>
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<tr>
<td>Flammable materials that are improperly stored?</td>
<td></td>
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<tr>
<td>Other: Free of any other general defect(s) or hazards that pose a health and/or safety risk. If no, explain:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Does the housing unit contain the following basic livability features?**

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Yes</th>
<th>No</th>
<th>Unknown</th>
</tr>
</thead>
<tbody>
<tr>
<td>Working/operable lock(s) on all windows and doors that can be reached from the outside?</td>
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<tr>
<td>At least one working smoke detector on each level of the unit, including the basement?</td>
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<tr>
<td>Lights that work in all common hallways and interior stairwells?</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Ceilings, walls, and floors in good condition? (no large cracks, holes, bulging, chipped/peeling plaster/paint, etc.)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**A living room?**

- At least two electrical outlets, or one outlet and a permanent overhead light fixture?  
- At least one window? (all windows must be in good condition)

**A kitchen?**

- Storage, preparation, and serving space for food?  
- At least one electrical outlet and one permanent light fixture?  
- A working stove (or range) and oven? (tenant owned/supplied is acceptable)  
- A refrigerator that keeps temperatures low enough that food does not spoil?  
- A sink with hot and cold water? (a bathroom sink will not satisfy this requirement)

**A bathroom?**

- A window that opens and/or a working exhaust fan?  
- A flush toilet that works?  
- A sink and tub/shower with hot and cold water? (a kitchen sink will not satisfy this requirement)  
- At least one permanent overhead or wall light fixture?

**Other rooms?**

- At least one operable window in every room used for sleeping?

Please use space below to clarify, elaborate, or add information about the condition of the unit.
Emergency Tenant-Based Rental Program Application

V. Intent to Participate
As the owner or authorized owner representative, I intend to participate in the CDBG/Emergency HOME Tenant-Based Rental Assistance program. I understand that:

☐ I will be required to execute a three-party Rental Assistance Contract with the tenant and the City of North Miami, Housing and Social Services Department;

☐ In no case will the term of assistance under the program extend beyond December 31, 2020.

VI. Owner/Landlord Certification
I certify under penalty of perjury that the above information is complete and accurate to the best of my knowledge. I understand that Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willfully making a false or fraudulent statement to a department of the United States Government. I understand that additional state or local civil and/or criminal penalties may also apply to the submission of materially false or incomplete information, and I may be required to repay any funds received. I agree to provide any additional documentation required by the program administrator to document participation in the program.

Owner/Landlord Representative Signature

Print Name

Date (mm/dd/yyyy)

Luis Soubie

10/12/2020