

Important Notice!

To continue receiving rent payments, Landlords MUST Register For The FEMA Landlord Assistance Program

You are invited to participate in the FEMA Landlord Assistance Program, administered by Corporate Lodging Consultants (CLC). CLC administered the FEMA Short-Term Lodging program, which temporarily housed more than 700,000 hurricane Katrina and Rita evacuees since the inception of the program last year.

FEMA will discontinue payments through state and local governments to landlords housing Katrina and Rita evacuees. FEMA contracted with CLC to administer the Landlord Assistance Program. Under this agreement, FEMA will continue to provide funding through CLC, directly to landlords for qualified hurricane evacuees seeking longer-term housing. CLC will handle the administration of the program, including qualifying landlords and processing FEMA payments to landlords.

We encourage you to enroll via our website. It's easy and provides real time verification of applicant (evacuee) program qualification. It also allows you to list your available rental units.

In the event you do not have access to the Internet, you can complete the enclosed documents and submit them via fax to: 866.362.0740 or mail them to Corporate Lodging Consultants, ATTN: LSC, 8110 E. 32nd St. North, Wichita, KS, 67226. These documents are also available in PDF form at our website.

Again, **registration is mandatory** to participate in the FEMA Landlord Assistance Program and to receive payment from FEMA through CLC. If you have already registered for an account, please disregard this message.

For questions please visit our Website and review the FAQ section or contact us via e-mail at femahousing@corplodging.com or by phone at 866.362.0742.

Direct Assistance Program Payments Contract (DAP 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 evacuees from Hurricanes Katrina and Rita, FEMA is establishing a housing assistance payments program, to be administered by Corporate Lodging Consultants (CLC).

The Disaster Assistance Program (DAP) Payments Contract provides housing assistance to hurricane evacuees (applicants) by assuming part or all of an applicant's rent obligation to the owner of the unit occupied by the applicant. The DAP contract is an agreement between CLC and the owner of a unit that a FEMA-assisted applicant occupies. The DAP has two parts: Part A, Contract Information, and Part B, Body of Contract.

Use of this form

To effectuate FEMA's assumption of the applicant's rent, this DAP contract is required. Modification of the DAP contract is not permitted without written agreement of FEMA. To prepare the DAP contract; fill in all contract information in Part A of the contract. Part A must then be executed by the owner and CLC.

HOUSTON DISASTER ASSISTANCE PAYMENTS CONTRACT

This HOUSTON DISASTER ASSISTANCE PAYMENTS CONTRACT is made and entered into as of _____, ____ 2006, by and between Corporate Lodging Consultants, Inc., a Kansas corporation (“CLC”), whose address for purposes hereof is 8110 E. 32nd St. North, Wichita, KS 67226; and _____ (“owner”), whose address for purposes hereof is _____, TX _____.

RECITALS:

- A. Whereas, the City of Houston, Texas delivered emergency shelter assistance to victims of Hurricanes Katrina and Rita through the Joint Housing Task Force Voucher Program and its previously executed Joint Hurricane Housing Assistance Payments Contracts (“HAP”) with landlords;
- B. Whereas, FEMA has reimbursed the costs of the City’s emergency shelter assistance through its Public Assistance Program and Section 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act);
- C. Whereas, FEMA, nationally, is terminating further emergency sheltering under the Public Assistance Program, and will deliver temporary housing assistance (as defined in Part A) to eligible evacuees directly through its Individuals and Households Program under Section 408 of the Stafford Act;
- D. Whereas, FEMA will use CLC to provide temporary housing assistance payments for Hurricane Katrina and Rita evacuees who are eligible for Section 408 assistance;
- E. Whereas, under this Houston Disaster Assistance Payments contract, the substitution of CLC as payor of temporary housing assistance payments will not require termination of existing leases entered into under the Original HAP; and
- F. Whereas, CLC will provide expeditious payment of temporary housing assistance for those evacuees who are eligible for Section 408 assistance as set forth below.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the parties agree to the following terms and conditions for each of the contract units designated in Part A:

1. CLC, in signing the contract below with the owner, presumes that if a lease agreement presently exists between owner and the Section 408 eligible FEMA applicant (hereafter called the “tenant”), then the lease agreement and all of its provisions will continue until the end of the term of the lease agreement. Following assumption of the original lease by the tenant (or, if necessary, execution of a new lease, not to exceed the term of the original lease), CLC will enter into an agreement with the owner (the landlord/lessor) to make a temporary housing assistance payment on a month-to-month basis on behalf of

the tenant, for the term of the original lease, as long as the tenant remains eligible for 408 rental assistance.

2. This contract will be called the **Houston Disaster Assistance Payments contract** (“**H-DAP contract**”).
3. Modification of the H-DAP contract is not permitted without the written agreement of FEMA.
4. The H-DAP has two parts: Part A, Contract Information, and Part B, Body of Contract. To prepare the H-DAP contract, verify or complete all contract information in Part A of the contract. Part A must then be executed by the owner and CLC. Part B of the H-DAP contract is set forth below:

Part B of H-DAP Contract: Body of Contract

1. Purpose

- a. This is an H-DAP contract between CLC and the owner. The H-DAP contract is entered into to provide temporary housing assistance payments for tenant(s). A “tenant” in this contract is a person or head of household who has been found by FEMA to be eligible to receive assistance under its Individuals and Households Program (also known as Section 408).
- b. The H-DAP contract only applies to the tenant(s) and contract unit(s) specified in Part A of the H-DAP contract.

2. Lease of Contract Unit

Except for the temporary housing assistance payment to owner as described in Section 5 below, CLC shall not be responsible for the performance of the lease agreement between tenant and owner, and shall have no liability or responsibility to the owner for the tenant’s behavior or conduct in tenancy.

3. Maintenance, Utilities, and Other Services.

- a. CLC assumes no responsibility for maintenance of the contract unit, utilities or any other services.
- b. Tenant shall be responsible for payment of separately metered or sub-metered electric and natural gas utility costs to the contract unit, unless and until other Federal assistance becomes available for utility costs.

4. Term of H-DAP Contract

- a. The term of the H-DAP contract begins on the date Part A of the H-DAP contract has been executed by both the owner and CLC, and shall be terminated at any time by CLC with 30-days written notice to the owner.
- b. Termination of the H-DAP by CLC does not affect the lease between the owner and tenant, the term of that lease, or the commitments made by the household to the owner in that lease.

5. Payment to Owner

a. When paid by CLC

- (1) CLC shall make temporary housing assistance payments to the owner to the extent funding is received from FEMA.
- (2) During the term of the H-DAP contract, CLC will make monthly temporary housing assistance payments to the owner on behalf of the tenant no later than five (5) days after the lease payment due date.
- (3) Temporary housing assistance payments shall only be paid to the owner on a month-to-month basis while the tenant is residing in the contract unit during the term of the H-DAP contract.
- (4) CLC shall not make a temporary housing assistance payment to the owner for a contract unit for any month after the month when the tenant moves out. (See Section 5(c)(3) below.)

b. Owner compliance with the H-DAP contract. If the owner does not comply with all provisions of the H-DAP contract, the owner will not be entitled to receive temporary housing assistance payments under the H-DAP contract.

c. Amount of CLC payment to owner

- (1) The amount of the monthly CLC temporary housing assistance payment to the owner shall be determined by the CLC in accordance with FEMA requirements for this disaster assistance program.
- (2) The amount of the CLC monthly temporary housing assistance payment is set forth in Part A and is subject to change during the H-DAP contract term in accordance with FEMA requirements. CLC must notify the owner of any changes in the amount of the temporary housing assistance payment 30 days in advance.
- (3) The temporary housing assistance payment may, at the option of CLC, be prorated for a partial month.

d. Application of payment. The monthly temporary housing assistance payment shall be credited against the monthly rent due to owner for the contract unit.

e. Limit of CLC responsibility.

- (1) CLC is only responsible for making temporary housing assistance payments to the owner in accordance with the H-DAP contract and FEMA requirements for housing disaster assistance.

(2) CLC shall not pay any portion of the rent to owner in excess of the temporary housing assistance payment. CLC shall not pay any other claim by the owner against the tenant.

f. Overpayment to owner. If CLC determines that the owner is not entitled to the temporary housing assistance payment or any part of it, CLC, in addition to other remedies, may deduct the amount of the overpayment from any amounts due to the owner for any of owner's contract units administered under this program.

6. Owner Certification

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

- a. The contract unit is leased to the specified tenant. The owner has provided information about the lease to CLC, as requested by CLC, including any revisions to the lease.
- b. Each lease entered into with a tenant is consistent with State and local law.
- c. The contract unit and premises are in accordance with the Housing Quality Standards of the Department of Housing and Urban Development.
- d. Except for the temporary housing assistance payment to owner, the owner has not received and will not receive any payments or other consideration from FEMA, any other Federal agency or entity, or any other public source for rental of the contract unit during the H-DAP contract term or at any time related to the H-DAP contract.
- e. The household does not own or have any interest in the contract unit.
- f. To the best of the owner's knowledge, the members of the household reside in the contract unit. When the owner becomes aware that a tenant has vacated the contract unit, the owner will notify CLC in writing.

7. Owner's Breach of H-DAP Contract.

If the owner has violated any obligation under the H-DAP contract, CLC may exercise any of its rights and remedies under the H-DAP contract, including termination of the H-DAP contract and recovery of overpayments.

8. CLC and FEMA Access to Owner's Records

- a. The owner must provide any information pertinent to the H-DAP contract that CLC or FEMA may reasonably require.
- b. CLC, FEMA, the Department of Homeland Security Inspector General 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 H-DAP contract, including the right to examine or audit the records and to make copies.

c. The owner 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 tenant is not a party or a third party beneficiary of Part B of the H-DAP contract. The tenant may not enforce any provision of Part B, and may not exercise any right or remedy against the owner or CLC or FEMA 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 H-DAP contract, or as a result of any other action or failure to act by the owner.

c. The owner is not the agent of CLC, and the H-DAP contract does not create or affect any relationship between the owner and any lender to the owner 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 H-DAP contract.

10. Conflict of Interest

a. "Covered individual" means a person who or entity that 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 H-DAP; or

(3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the H-DAP.

b. A Covered individual may not have any direct or indirect interest in the H-DAP 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 H-DAP Contract.** The owner may not assign the H-DAP contract to a new owner without the prior written consent of CLC and 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 H-DAP contract contains the entire agreement between the owner and CLC.
 - b. The H-DAP 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** _____

Print Name _____ **Title** _____

PART A OF THE DAP 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:

* Lease payment payable to

*Payment Address 1

* Payment City

* Payment State

*Payment Zip

By checking this box, I agree to be bound by the terms and conditions of this agreement.

Signed _____ Date _____

**PART A OF THE DAP 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**

--

*** Address 1**

--

*** City**

--

*** State**

*** Zip**

--	--

*** Lease Start Date**

*** Lease End Date**

--	--

*** Billing Cycle (please check one) ___ New Lease ___ Lease Paid Through/Date _____**

*** Unit Type (i.e. apartment, condo, studio)**

Utilities Included in Rent

--

Y / N

*** Monthly Rent**

*** Security Deposit**

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*** Number of Bedrooms**

***# of Occupants**

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By checking this box, I agree to be bound by the terms and conditions of this agreement.

Signed _____

Date _____