



**CITY OF SANTA ANA
CARES FOR TENANTS PROGRAM
Landlord Participation Agreement**

Applicant Tenant:
Tenant's Address:

SECTION I - COMPLETED BY THE LANDLORD/LEGAL OWNER/MANAGEMENT COMPANY

The landlord (legal owner of the residence reference above) must complete this Section.

- I do not want to participate in the City of Santa Ana CARES for Tenants Program; or
- I would like to participate in the City of Santa Ana CARES for Tenants Program. To receive payment, I agree to provide this signed agreement, a W-9 Request for Taxpayer Identification Number and Certification form and government issued photo identification and/or 3rd Party Authorization Form. I understand that I will receive an IRS 1099 at the end of the calendar year for tax reporting purposes.

LANDLORD/LEGAL PROPERTY OWNER'S NAME			
PROPERTY MGT. COMPANY (IF APPLICABLE)			
MAILING ADDRESS	CITY	STATE	ZIP
EMAIL and PHONE NUMBER			
PROPERTY ADDRESS	CITY	STATE	ZIP

SECTION II: LANDLORD/LEGAL OWNER/MANAGEMENT COMPANY CERTIFICATION

I UNDERSTAND AND CERTIFY THAT: In no case am I entitled to a payment for a month that the Applicant Tenant does not reside at my property. If I receive a direct rent payment for a month that the Applicant Tenant did not reside at my property, I shall remit to Orange County United Way an amount that represents the overpaid rent. To return such amounts or payments, I shall contact Orange County United Way and mail payment to 18012 Mitchell South, Irvine, CA 92614. I must not cash a direct rent payment if the Applicant Tenant has moved. I may be prosecuted if I commit fraud or knowingly assist an Applicant to commit fraud. If I am found guilty of committing fraud, I will no longer be entitled to receive direct rent payments. I may not acquire rights to sue Orange County United Way for payment of rent or for a breach of any obligations by the Applicant Tenant.

I UNDERSTAND AND CERTIFY THAT:

- I have not received any other subsidy and/or assistance from or on behalf of this Applicant Tenant for full or partial monthly rental payments.
- I agree that this payment is only and specifically for past rent due and that no security deposits, late fees, or lease violation penalties are eligible for this payment.
- I shall not pursue eviction for any rent or fees due prior to April 1, 2020, but may use other means to collect such arrearage.
- I acknowledge that nothing in this certification waives my right to file an eviction based on a nonmonetary default of the Tenant.
- I hereby waive, release, and discharge any claim for rent arrearage, late fees, or possession against the Tenant for nonpayment of rent for any month covered under the Program.
- I agree to withdraw any such pending eviction action against the Tenant and shall not initiate any future actions for rent payments that are covered under this Agreement.
- I agree to not pursue a judgment for possession or damages for any future nonpayment of rent or nonrenewal of the Lease for sixty (60) days after the final month for which an assistance payment is made under this Agreement.

I agree to comply with federal, state and local governing law regarding non-payment of rent, eviction, and rent increases as to this Applicant Tenant. I understand this Agreement may be terminated if either I or my Applicant Tenant are found to be ineligible for this program or for failure to submit all required documents. I confirm that the Applicant Tenant does not reside in my household. I confirm that I have not received any other government subsidy or assistance with respect to the Applicant Tenant that is duplicative of any assistance to be provided under the City of Santa Ana CARES for Tenants Program on behalf of the Applicant Tenant.

This organization is supported with Federal funding. According to Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statement to any department of the United States Government. By providing my signature below, I certify under penalty of perjury, that all the information on this application is correct to the best of my knowledge and belief, and I acknowledge that such information is subject to verification. I also acknowledge that my failure to provide necessary documents within a reasonable period of time or falsification of this information shall be grounds for denial of assistance, and that I may be subject to prosecution under the law. I authorize the release of said information to local, State and/or Federal agencies and to City Santa Ana staff within five years of this date.

LANDLORD INITIAL: _____

THE LANDLORD/LEGAL OWNER/MANAGEMENT COMPANY MUST SIGN AND DATE:

LANDLORD/LEGAL OWNER/MGT. CO. NAME (PRINT):

LANDLORD/LEGAL OWNER/MGT. CO. SIGNATURE:

DATE:

TELEPHONE NUMBER:

PLEASE COMPLETE AND SUBMIT THIS FORM AND THE W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION.