



3. The amount due to the Landlord shall be paid as follows:
  - a. The HH-ERF program, as administered by Kentucky Housing Corporation, shall pay Landlord \$ \_\_\_\_\_ to cover ninety percent (90%) of arrearage.  
*Payment for Back Rent (Amount found in email Landlord received from HH-ERF)*
  - b. In addition, if applicable, the HH-ERF program shall pay the Landlord \$ \_\_\_\_\_  
*Future Rent Amount*  
*(Amount found in email Landlord received from HH-ERF)*  
for \_\_\_\_ month(s) future rent.
4. In exchange for payment from the HH-ERF program on behalf of Tenant to Landlord, Landlord agrees that as of the date of this Agreement:
  - a. There is no other material violation of the Lease by Tenant, and
  - b. Settlement and compromise having been made, Landlord has no remaining factual or legal basis to pursue an action for possession nor eviction as of the date of this Agreement, and
  - c. Landlord shall not file nor cause to be filed a complaint for possession nor eviction based upon unpaid rent nor late fees accruing as of the date of this Agreement. Landlord, on its own behalf and on behalf of all successors in interest, forever waives, releases and discharges any claim for any rent-arrearage or late-fees other than the sum set forth in Section 2, provided payment is made to Landlord according to the terms of Section 3.  
  
In the event that only partial payment is made to Landlord pursuant to Section 3, such partial payment paid to Landlord shall be fully credited against Tenant's rent arrearage.
  - d. Landlord will credit the Future Rent Amount toward Tenant's rent due for the current or future month(s), as applicable.
  - e. Landlord agrees to not initiate any action relating to the rent arrearage in Section 1 that would affect the credit report of Tenant, nor to pursue collection against Tenant for the period covered by this Agreement.
  - f. Landlord will allow Tenant 45 days from the Tenant's next rent payment due date before filing for late payment eviction proceedings and will provide 30 days' notice of eviction.
5. Representations by Landlord:
  - a. The undersigned Landlord is the Landlord under the terms of the Lease (or agent of Landlord acting with binding authority upon Landlord), and all information provided by Landlord to the HH-ERF program is true and accurate to the best of Landlord's knowledge.
  - b. There is no other material violation of the Lease by Tenant other than nonpayment of rent.
  - c. That the rent arrearage to be paid by HH-ERF is not a duplication of assistance coming from another private or public funding source.
  - d. That the Tenant/unit is not subsidized ongoingly via US Department of Housing & Urban Development (HUD) Section 8, HUD Housing Choice Voucher Program, HUD Continuum of Care (CoC), HUD Emergency Solutions Grants (ESG), HUD HOME Tenant-Based Rental Assistance, HUD Housing Opportunities for Persons with AIDS (HOPWA), or US Department of Agriculture (USDA) Rural Development rental assistance.

- e. Landlord understands this Agreement, knowingly and willingly enters into it, and has had the opportunity to discuss it with legal counsel, if desired.

6. Representations by the Tenant:

- a. That undersigned Tenant is the Tenant under the terms of the Lease, and all information provided by Tenant to the Eviction Diversion program is true and accurate to the best of Tenant's knowledge.
- b. There is no other material violation of the Lease by Tenant other than nonpayment of rent.
- c. That the rent arrearage to be paid by HH-ERF is not a duplication of assistance coming from another private or public funding source.
- d. That the Tenant/unit is not subsidized ongoingly via HUD Section 8, HUD Housing Choice Voucher Program, HUD Continuum of Care (CoC), HUD Emergency Solutions Grants (ESG), HUD HOME Tenant-Based Rental Assistance, HUD Housing Opportunities for Persons with AIDS (HOPWA), or USDA Rural Development rental assistance.
- e. Tenant understands this Agreement, knowingly and willingly enters into it, and has had the opportunity to discuss it with legal counsel, if desired.
- f. Tenant understands that this Agreement resolves the issue of rent and fees accruing through the date of execution only, and that all other obligations of the Lease remain enforceable.

- 7. The parties to this Agreement knowingly, voluntarily and intelligently waive their constitutional right to a trial by judge or jury with respect to any claim, dispute, conflict, or contention, if any, as may arise under the subject matter described herein.

The parties reserve the right to judicially enforce this Settlement Agreement, Release and Waiver.

**THEREFORE, the parties have entered into this Agreement effective as of the first date written above.**

\_\_\_\_\_  
*Landlord/Agent Signature*

\_\_\_\_\_  
*Tenant 1 Signature*

\_\_\_\_\_  
*Printed Name of Landlord/Agent*

\_\_\_\_\_  
*Printed Name of Tenant 1*

\_\_\_\_\_  
*Name of agency and title for Agent acting on behalf of Landlord if applicable*

\_\_\_\_\_  
*Tenant 2 Signature(if applicable)*

\_\_\_\_\_  
*Printed Name of Tenant 2 (if applicable)*

\_\_\_\_\_  
*Printed Name of Attorney for Landlord (if applicable)*

\_\_\_\_\_  
*Printed Name of Attorney for Tenant (if applicable)*