

FOR INFORMATIONAL PURPOSES ONLY

Do NOT fill this out.

Landlords will be emailed this document if/when assistance is approved.

**SETTLEMENT AGREEMENT
and
RELEASE AND WAIVER of LATE FEES, PENALTIES and INTEREST**



State of Kentucky COVID-19 Response
Healthy at Home Eviction Relief Fund
Funded via the U.S. Treasury Emergency Rental Assistance Program

This Settlement Agreement and Release and Waiver of Late Fees, Penalties, and Interest (Agreement) is entered into on _____, 2021, by and between:
Month & Day

LANDLORD: Landlord name as listed in Lease: _____

Landlord’s street address as listed in Lease: _____

Unit/Suite/Apartment Number: _____

City: _____ State: _____

Zip Code: _____

TENANT(S): Tenant 1 Name as listed in Lease: _____

Tenant 2 Name (if applicable): _____

Unit Street Address listed in Lease (“Premises”) _____

Unit/Apartment Number: _____

City: _____ State: Kentucky

Zip Code: _____

RECITALS

- A. The Landlord and Tenant have agreed to accept assistance from the U.S. Treasury Emergency Rental Assistance Program, as administered by the Commonwealth of Kentucky and Kentucky Housing Corporation under the program name Healthy at Home Eviction Relief Fund (“HH-ERF”).
- B. The purpose of this Agreement is to set forth the terms of agreement between Landlord and Tenant where Tenant has accrued unpaid rent during the COVID-19 pandemic.
- c. Tenant and Landlord have entered into a residential lease that predates this Agreement.

TERMS

- 1. Tenant and Landlord acknowledge and agree that Tenant owes Landlord unpaid rent and/or requires assistance with current/future rent.
- 2. Landlord agrees to forgive 100% of any late fees, interest, penalties, legal, and/or court fees related to nonpayment of rent since April 1, 2020.

3. The Landlord shall be paid as follows:

- a. Back Rent: The HH-ERF program, as administered by Kentucky Housing Corporation, shall pay Landlord \$ _____ to cover one hundred percent (100%) of any rent arrearage from April 2020 through _____ 2021.
Payment for Back Rent
Last month of back rent covered
- b. Current and Future Rent: The HH-ERF program shall pay the Landlord for 3 months of future rent, totaling \$ _____, there by paying for rent through _____ 2021.
Future Rent Amount *Last month of future rent paid by HHERF*
- c. The Tenant shall next pay rent for _____ 2021, provided Tenant still resides at the Premises.
Next month Tenant pays

4. In exchange for payment from the HH-ERF program on behalf of Tenant to Landlord, Landlord agrees that:

- a. A current written lease, signed by both Landlord and Tenant, exists for the Premises.
- b. As of the date of this Agreement, there is no other material violation of the Lease by Tenant.
- c. As of the date of this Agreement, 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.
- d. 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.
- e. Landlord will credit the Future Rent Amount toward Tenant's rent due for the current and future month(s), as applicable.
- f. 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.
- g. Landlord agrees to not pursue eviction of Tenant for any rent due prior to April 1, 2020.
- h. Landlord will allow Tenant 45 days from last day of the final month for which HH-ERF funding covers rent before filing for late payment eviction proceedings for nonpayment of rent or non-renewal of the lease.
- i. After waiting for the period outlined in Item "h" above, Landlord will provide Tenant 30 days' notice of eviction for nonpayment of rent or non-renewal of the lease.

- j. Should the Tenant vacate Premises before the last month for which future rent has been paid by HH-ERF, Landlord shall refund the remaining balance to the Tenant for Tenant's use toward housing stability.
- k. Should Landlord violate any provision of this Agreement, Landlord shall be required to return the total amount of funds listed in Section 3 to the HH-ERF program, care of Kentucky Housing Corporation (1231 Louisville Road, Frankfort, KY 40601).
- l. In the event Landlord is required to return funds to the HH-ERF program, all other provisions of this Agreement shall remain in effect.

5. Representations by Landlord:

- a. Landlord acknowledges that by applying for and receiving federal assistance from the U.S. Treasury's COVID-19 Emergency Rental Assistance Program, administered as HH-ERF by Kentucky Housing Corporation, that any fraudulent misrepresentation may be punishable under State and/or Federal law.
- b. 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.
- c. There is no other material violation of the Lease by Tenant other than nonpayment of rent.
- d. That the rent arrearage or future rent to be paid by HH-ERF is not a duplication of assistance coming from another private or public funding source.
- e. Landlord understanding 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. Tenant acknowledges that by applying for and receiving federal assistance from the U.S. Treasury's COVID-19 Emergency Rental Assistance Program, administered as HH-ERF by Kentucky Housing Corporation, that any fraudulent misrepresentation may be punishable under State and/or Federal law.
- b. 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.
- c. There is no other material violation of the Lease by Tenant other than nonpayment of rent.
- d. That the rent arrearage or future rent to be paid by HH-ERF is not a duplication of assistance coming from another private or public funding source.
- e. Should the Tenant vacate the Premises before the last month for which future rent has been paid by HHERF, and should the Landlord refund the remaining balance to the Tenant, the Tenant will use that refund for the Tenant's own housing stability.
- f. Tenant understandings this Agreement, knowingly and willingly enters into it, and has had the opportunity to discuss it with legal counsel, if desired.

- g. 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 reserve the right to judicially enforce this Settlement Agreement.

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)