

Office Use Only:

Date Received: _____

Control Number: _____

Date Application Complete: _____

Westford Emergency Rental Assistance Program Application

Initial application deadline:

If you have questions about this application or if you need help filling it out, please call 978-692-6011 or email westfordhousing@westfordma.gov.

APPLICANT'S FULL NAME: _____

CO-APPLICANT'S FULL NAME (IF APPLICABLE): _____

CURRENT ADDRESS: _____

CITY/TOWN: _____ STATE: _____ ZIP CODE: _____

MAILING ADDRESS (IF DIFFERENT): _____

TELEPHONE DAY: () _____ EVENING: () _____

EMAIL ADDRESS (ES): _____

NUMBER OF ADULTS IN HOUSEHOLD: _____ TOTAL NUMBER IN HOUSEHOLD: _____

Check here if there are any other adult members of the household and please attach a separate sheet of paper for each with their information as described above.

COMPLETED APPLICATIONS WITH REQUIRED ATTACHMENTS (SEE CHECKLIST ON FOLLOWING PAGE) WILL BE PROCESSED IN THE ORDER IN WHICH THEY ARE RECEIVED.

Return completed application in person or by mail to:

WERAP Application
C/O Westford Housing Authority
65 Tadmuck Road
Westford, MA 01886

Your application must include:

Please check off attached items below:

- Completed application form including all pages, completely filled out. ALL adult household members are applicants.
- Documentation of your sources of income, including 5 week's recent pay stubs and most recent U.S. tax return, as described under Annual Household Income Section (page 5).
- Documentation of all liquid assets, as described under Household Liquid Assets Section (page 7).
- Documentation of your current rental information and your rental assistance request, including a copy of your current lease (page 8).
- Signed Sworn Statement and Authorization for the Release of Information form (page 9) and CORI Acknowledgement form for all adult household members (pages 10 and 11).

NO STAPLES. PAPER-CLIPS ONLY.

Important: All fields must be filled in with the information requested or with "N/A" for "not applicable". Do not leave fields blank. If we cannot read your writing, your application will not be processed. Please print clearly.

Household Information

1. Please list all household members, including yourself (Note: if a household member is pregnant, please state.)

NAME	DATE OF BIRTH	RELATIONSHIP TO APPLICANT
1. _____		(SELF)
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		
7. _____		
8. _____		

Check here if you currently receive rental assistance under a subsidy program (Section 8, MRVP, AHVP, RAFT, etc.). If yes, specify which program: _____

2. OPTIONAL: Please complete the following section to assist us in fulfilling affirmative marketing requirements. *(For informational purposes only. Responses will not affect your application.)*

Household Race (head of household is:

- Caucasian
- Black or African American
- Asian
- Native American or Alaska Native
- Native Hawaiian or Pacific Islander
- Other (not White)
- Hispanic or Latino ethnicity

Annual Household Income

Households must meet certain maximum income limits in order to be eligible for assistance under the Westford Emergency Rental Assistance Program (WERAP). Gross Annual Household Income will be determined in a manner set for in 24 CFR 5.609 or any successor regulations.

Annual income is income anticipated to be received in the coming 12-month period from all sources, including all wages and salaries prior to deductions, overtime pay, commissions, tips, fees and bonuses, and other compensation for personal services, net business income, interest/dividend income, social security, supplemental security income, pension payments, disability income, unemployment compensation, alimony/child support and veterans' benefits, for **all adult household members over the age of 18, unless the member is a full-time student**. For such students, the first \$480.00 of the student's income must be counted in the household's income. The entire income for full-time students who are the head of household or spouse must be counted in annual income.

Completed application **must** include:

1. **Third party documentation** of your sources of income as follows (NO STAPLES PLEASE):

Please check off attached items:

- Most recent U.S. tax return and W-2 forms.
- For earned income: 5 weeks recent pay stubs.
- For interest and dividend income: a recent monthly statement showing balance in all accounts.
- For IRA or other income derived from restricted accounts: a recent statement indicating regular amounts received and annual amount received for current year.
- For social security income: official statement of monthly amount received for current year.
- For welfare assistance and pension income: statements indicating amount received for current year.
- For unemployment benefits: a recent statement or verification from the Department of Revenue of benefits received.
- For child support and alimony: documents indicating the recent payment amount.
- For self-employed: please attach copies of tax returns for the most recent tax year showing self-employment income.

3. **Completed income worksheet** on following page.

Annual Household Income Worksheet

1. Primary Applicant's Information:

Current Salary/Wage/Self-employment received per week: _____

Employer Name: _____

Employer Address: _____

Employer Phone: _____

Position: _____

Additional Income from other source(s):

SOURCE	AMOUNT PER WEEK
1. _____	_____
2. _____	_____
3. _____	_____

Combined Weekly Income from Wages and Other Sources: _____

2. Co-Applicant's Information:

Current Salary/Wage/Self-employment received per week: _____

Employer Name: _____

Employer Address: _____

Employer Phone: _____

Position: _____

Additional Income from other source(s):

SOURCE	AMOUNT PER WEEK
1. _____	_____
2. _____	_____
3. _____	_____

Combined Weekly Income from Wages and Other Sources: _____

Check here if there are any other adult members of the household and please attach a separate sheet of paper for each with their information as described above. Third party documentation is required.

Household Liquid Assets

Households must meet certain maximum asset limits in order to be eligible for assistance under the Westford Emergency Rental Assistance Program (WERAP). The total gross household asset limitation is \$25,000.00. **Liquid assets include:**

1. Cash.
2. The net cash value after deducting reasonable costs that would be incurred in disposing of real property. (Do not include the value of personal property such as furniture and automobiles.)
3. All savings and checking bank accounts.
4. Stocks, bonds and other forms of capital investment.

Completed application must include **one recent month's** bank statement for all checking, savings and other accounts. **Please complete the worksheet on the following page.**

Household Liquid Assets Worksheet

1. Applicant's Information

Name on Bank Account: _____

Bank Name: _____

Savings Account Number: _____ Recent Balance: _____

Checking Account Number: _____ Recent Balance: _____

Other Account Number: _____ Recent Balance: _____

Additional Assets (e.g. cash not in bank, stocks and bonds, real estate):

ASSET	VALUE
1. <i>Cash not in bank</i>	_____
2. _____	_____
3. _____	_____

Combined value of bank accounts, cash and other assets: _____

2. Co-Applicant's Information

Name on Bank Account: _____

Bank Name: _____

Savings Account Number: _____ Recent Balance: _____

Checking Account Number: _____ Recent Balance: _____

Other Account Number: _____ Recent Balance: _____

Additional Assets (e.g. cash not in bank, stocks and bonds, real estate):

ASSET	VALUE
1. <i>Cash not in bank</i>	_____
2. _____	_____
3. _____	_____

Combined value of bank accounts, cash and other assets: _____

Check here if there are any other adult members of the household and please attach a separate sheet of paper for each with their information as described above, attaching the appropriate materials as above.

Rental Assistance

1. Current Rental Information

Please provide your current landlord's name and address:

Please provide your landlord's phone number: _____

Check here if you have a signed lease and if so, please include a copy of the lease.

Check here if you are related to the landlord.

How long have you lived at your current address?

How much rent do you pay to your landlord: _____ per week/month (circle one)

Are you current on your rent? YES or NO If not, how much rent do you owe as of today? _____

What utilities are INCLUDED in the rent?

Heat:	YES	NO	TYPE:	OIL	GAS	ELECTRIC
Hot Water:	YES	NO	TYPE:	OIL	GAS	ELECTRIC
Stove Fuel:	YES	NO	TYPE:	OIL	GAS	ELECTRIC
Lights/other electric	YES	NO				

2. Rental Assistance Request

How much monthly assistance per month do you think would be helpful to your household? _____

Have you, in the past 12 months, received any cash assistance from any sources? YES NO
(Including Elder Services of the Merrimack Valley, Salvation Army, Community Teamwork, local churches or other sources)

If YES, from whom? _____

When? _____

How much? _____

Describe in your own words, in detail, why you need assistance at this time (if more space is needed, attach your own sheet of paper):

Sworn Statement and Authorization for the Release of Information

I certify that the information I have given in this application is true and correct to the best of my knowledge and I understand that any false statement, fraud, or misrepresentation will result in the immediate cancellation of my application and I will be ineligible for assistance for a three-year period. **INITIAL HERE:** _____

I agree to provide any and all additional information requested to the Westford Emergency Rental Assistance Program (WERAP) in order for the Town of Westford/Westford Housing Authority to process my application per their guidelines. I understand that if my application is incomplete or illegible in any way, it may not be processed. **INITIAL HERE:** _____

I agree to attend a personal interview and regular goal planning meetings that may be necessary for my application to be processed and/or for assistance to be started and/or continued. I understand that if I fail to appear for a scheduled meeting, my application/assistance will be terminated, and I will need to re-apply. **INITIAL HERE:** _____

I authorize the Westford Emergency Rental Assistance Program (WERAP) and its staff or authorized representative to contact any agencies, police departments, charities, credit bureaus, employers, banks, landlords (past or present), offices, groups or organizations to obtain and verify any information or materials which are deemed necessary to determine my eligibility for assistance under this program. **INITIAL HERE:** _____

I understand that a Criminal Offender Record Information (CORI) check will be completed regarding all adult members who appear on this application. **INITIAL HERE:** _____

I understand that it is my responsibility to notify the Westford Emergency Rental Assistance Program (WERAP) **IN WRITING** if my mailing address changes. Failure to do so may result in my application being immediately cancelled. **INITIAL HERE:** _____

A copy of this form is acceptable for up to three years of the date of signature.

Signed under the pains and penalties of perjury:

Applicant Signature

Date

Co-Applicant Signature

Date



CORI Acknowledgement Form (page 1 of 2)

To be used by organizations conducting CORI checks for employment, volunteer, subcontractor, licensing, and housing purposes.

The Westford Emergency Rental Assistance Program (WERAP) is registered under the provisions of M.G.L. c. 6. § 172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licensees, and applicants for the rental or lease of housing.

As a prospective or current employee, subcontractor, volunteer, license applicant, current licenses, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (Department of Criminal Justices Information Services). I hereby acknowledge and provide permission to WERAP to submit a CORI check for my information to the DCJIS. This authorization is valid for one year from the date of my signature. I may with draw this authorization at any time by providing WERAP written notice of my intent to withdraw consent to a CORI check. I also understand that this form is a CORI acknowledgement form and I am entitled to additional consumer reporting disclosure forms under the Fair Credit Reporting Act. If I have not received those disclosures, I should contact WERAP to request this information.

FOR EMPLOYMENT, VOLUNTEER AND LICENSISNG PURPOSES ONLY:

The WERAP may conduct subsequent CORI checks within one year of the date this form was signed by me provided, however, that WERAP must first provide me with written notice of this check.

By signing below, I provide my consent to a CORI check and acknowledge that the information provided on page 2 of this Acknowledge Form is true and accurate:

Signature

Date

Signature

Date

NOTE: All adult members of the household must sign and complete information on the following page. Please copy if needed for additional adults in the household.

CORI Acknowledgement Form (page 2 of 2)

SUBJECT INFORMATION FOR ALL ADULT IN THE HOUSEHOLD:

Last Name	First Name	Middle Name	Suffix
-----------	------------	-------------	--------

Maiden Name (or other name(s) by which you have been known)

Date of Birth	Place of Birth
---------------	----------------

Last six digits of your Social Security Number: _____ - _____

Sex: _____ Height: _____ ft. _____ in. Eye Color: _____ Race: _____

Driver's License or ID Number: _____ State of Issue: _____

Mother's Full Maiden Name

Father's Full Name

Current and Former Addresses:

Street Number and Name	City/Town	State/Zip Code
------------------------	-----------	----------------

Street Number and Name	City/Town	State/Zip Code
------------------------	-----------	----------------

OFFICE USE ONLY: The above information was verified by reviewing the following form(s) of government issued identification:

VERIFIED BY: _____

Name of Verifying Staff Person (Please Print)

Signature of Verifying Staff Person

CORI Acknowledgement Form (page 2 of 2)

SUBJECT INFORMATION FOR ALL ADULT IN THE HOUSEHOLD:

Last Name	First Name	Middle Name	Suffix
-----------	------------	-------------	--------

Maiden Name (or other name(s) by which you have been known)

Date of Birth	Place of Birth
---------------	----------------

Last six digits of your Social Security Number: _____

Sex: _____ Height: _____ ft. _____ in. Eye Color: _____ Race: _____

Driver's License or ID Number: _____ State of Issue: _____

Mother's Full Maiden Name	Father's Full Name
---------------------------	--------------------

Current and Former Addresses:

Street Number and Name	City/Town	State/Zip Code
------------------------	-----------	----------------

Street Number and Name	City/Town	State/Zip Code
------------------------	-----------	----------------

OFFICE USE ONLY: The above information was verified by reviewing the following form(s) of government issued identification:

VERIFIED BY: _____
Name of Verifying Staff Person (Please Print)

Signature of Verifying Staff Person

**Westford Emergency Rental Assistance Program (WERAP)
Rental Assistance Payment Contract**

This Assistance Payment contract (hereinafter, "Contract") is entered this day _____
Between WERAP and _____ (hereinafter referred to as "Owner"),
who is the sole owner of the residential rental property located at _____
(the "Rental Unit").

WHEREAS, WERAP has available funds to provide short-term rental assistance to low and moderate-income tenants leasing decent, safe and sanitary housing units;

WHEREAS, _____ (hereinafter referred to as "Tenant"), is currently, leasing or will lease the Rental Unit from Owner pursuant to a written lease with a term of no less than one (1) year not due to expire prior to the term of the herein agreement (the "Lease") and specifies what utilities and appliances Tenant must provide or pay for and what security and/or damage deposit is required, a complete and fully-executed copy of which has been provided to the Tenant and the WERAP;

WHEREAS, in accordance with the Lease, the maximum total amount of rent Tenant is required to pay Owner for the Rental Unit is \$ _____/month (the "Rent");

WHEREAS, Tenant has applied for and been found eligible by WERAP to receive rental assistance relative to the Rental Unit, and has signed a Participation Contract with WERAP in order to receive such assistance.

WHEREAS, in order to provide such rental assistance to Tenant, WERAP wishes to pay those rental assistance funds it has agreed to provide to Tenant directly to Owner on Tenant's behalf, and is willing to obligate itself to make such payments to Owner subject to the terms and for the consideration set forth herein; and

WHEREAS, in return for its agreement to pay such funds for the term of this Contract, the Owner agrees to abide by the terms of this Contract as more fully set forth herein;

THEREFORE, WERAP and Owner do hereby agree as follows:

1. Term

The term of this Contract shall begin on _____ and terminates on _____.
This Contract applies only to the Rental Unit.

2. Rental Assistance Payment to Owner

During the Term of this Contract, and in accordance with the terms of the Lease between Owner and Tenant, and subject to the conditions set forth below, WERAP shall pay to Owner \$ _____ per month on behalf of the Tenant as partial payment of the Rent. Tenant shall be responsible for the balance of the Rent.

A. Payment shall be paid by WERAP directly to Owner. Payments shall be made only for a Tenant who is in full compliance with the terms of a Participating Agreement between Tenant and WERAP, and only during Tenant's actual period of occupancy in the Rental Unit. In no event shall payments be made by WERAP pursuant to the Contract for vacancy losses, damage claims, Tenant's share of rent arrearage, or any other fee or charge owned by Tenant.

B. WERAP is not a party to the Lease. If Owner gives notice to Tenant to terminate the Lease, Owner agrees to send a copy of that notice to WERAP.

C. Amounts paid by WERAP to Owner are subject to change in accordance with funding availability and program participation of Tenant. The obligation of WERAP to make rental assistance payments under this Contract is conditional upon the availability of grant funds provided to WERAP for the express purpose of providing rental assistance. In the event sufficient funding is not available to WERAP to fulfill its obligations under the Contract, WERAP may reduce or eliminate rental payments accordingly. If WERAP's payment amount will change, WERAP will provide written notice as soon as possible to Owner and Tenant, except in cases where Tenant has vacated the Rental Unit or the unit has failed inspection.

D. Tenant is not responsible for paying the portion of rent to Owner that WERAP is obligated to pay pursuant to this Contract. WERAP's failure to pay such portion of the rent as agreed herein shall not be treated as a violation of the Lease when such failure is caused by unavailability of funds or Landlord's breach of this Contract. In the event WERAP fails to make timely payment under this contract without explanation, Owner shall give written notice of such failure to WERAP and allow WERAP to cure such failure or provide a reason for terminating payment within thirty (30) days of receipt of such notice before treating such failure as a violation of the Lease.

3. Owner's Obligations and Warranties

The right of Owner to receive payments under this Contract shall be subject to the following:

A. Owner shall maintain and operate the Rental Unit and related facilities in accordance with Article II of the State Sanitary Code, the State Building Code, and other applicable law, and shall provide all the services, maintenance and utilities as agreed to in the Lease. WERAP shall have the right to conduct audit inspections of the Rental Unit and related facilities to assure that the Rental Unit is in decent, safe and sanitary condition, and that Owner is providing all the services, maintenance and utilities which the Lease and/or this Contract require.

- B. Owner shall not increase Tenant's rent during the Term of this Contract, and shall comply with the terms of the Lease;
- C. Owner has not received and will not receive during the Term of this Contract any payments as rent for the Rental Unit other than those identified in this Contract;
- D. Owner shall provide WERAP at least thirty (30) days prior written notice of any conveyance of Owner's interest in the Rental Unit or assignment of Owner's rights under the Lease;
- E. Owner represents and warrants to WRAP that:
 - 1. To the best of Owner's knowledge, the Rental Unit is used solely as the Tenant's principal residence;
 - 2. The Rental Unit is leased to and occupied by Tenant during the Term of this Contract;
 - 3. Owner is not charging or collecting rent for the Rental Unit in excess of the Rent;
 - 4. Tenant does not own or have any financial interest in the Rental Unit;
 - 5. Owner and Tenant are not related.
- F. Owner's endorsement of WERAP's checks making rental payments under this Contract shall be Owner's certification that Owner is in compliance with the conditions set forth above and that Owner's representations and warranties remain true and unchanged.

4. Termination

- A. WERAP may terminate this Contract immediately upon written notice to Owner, and WERAP shall have no further obligations hereunder, if any of the following occurs:
 - 1. Tenant becomes ineligible for rental assistance pursuant to the requirements of the Housing Assistance Program through which rental assistance is provided (the "HAP"), which ineligibility shall be evidenced by written notice to Owner from WERAP. WERAP shall meet with and certify that Tenant is eligible for participation in the HAP at least once every three months and more often as necessary in accordance with program guidelines and other requirements.
 - 2. The Lease is terminated or expires by its terms;
 - 3. Tenant moves from the Rental Unit;
 - 4. Owner conveys any part of its interest in the Rental Unit or assigns its rights under the Lease, unless such conveyance or assignment is approved in writing by WERAP and the transferee agrees to assume Owner's obligations and certifications hereunder, as applicable.
 - 5. WERAP is under no obligation to provide payments beyond the term specified in this Contract or to provide a replacement tenant to Owner.
- B. If WERAP receives notice from the local board of health or other local code enforcement entity that the Rental Unit does not comply with the State Sanitary Code or applicable lead paint laws, and the violations remain beyond the time prescribed for repair by the local code enforcement entity, WERAP may terminate rental payments to the Owner on behalf of the Tenant.
- C. WERAP shall terminate payments to Owner made on behalf of Tenant in the event Owner breaches the terms of this Contract, as set forth on the following page.

5. Breach

A. Any of the following shall constitute a breach of this Contract:

1. If Owner has violated any obligation under this Contract; or
2. If any of Owner's certifications set out in Paragraph 3.D. are false, or become false hereafter and Owner fails to promptly notify WERAP.
3. If Owner has committed any fraud or made any materially false statement to WRAP in connection with this Contract.

B. If WERAP determines that a breach has occurred, WERAP shall notify the Owner in writing of such a determination, including a brief statement of the reasons for the determination. The notice by WERAP to the Owner may require Owner to take corrective action (to be verified by WERAP) by a time prescribed in the notice. WERAP's rights and remedies for breach of this Contract include recovery of overpayments, termination of payments, termination of this Contract, appropriate injunctive relief, damages (if appropriate), and all other legally available relief.

C. Any termination or reduction of payments, or termination of the Contract by WERAP in accordance with this Contract, shall be effective at the time specified in a written notice by WERAP to Owner, or at such other time as is set forth herein.

D. WERAP's exercise or non-exercise of any remedy on account of Owner's breach of this Contract shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

6. WERAP Relation to Third Parties

A. WERAP does not assume any responsibility for, or liability to, any person injured as a result of Owner's actions, 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 Owner.

B. WERAP shall have/has no liability or responsibility to the Owner or the other persons for Tenant's and Tenant's household's behavior or conduct in tenancy, or for Tenant's and Tenant's household's suitability for tenancy.

C. Owner is not the agent of WERAP, and this Contract does not create any relationship between WERAP and any lender to owner or any suppliers, employees, contractors or subcontractors used by Owner in connections with this Contract.

D. Except as otherwise specifically provided, nothing in this contract shall be construed as creating any right of Tenant or other third party to enforce its terms.

7. Transfer

WERAP shall not be responsible for payments under this Contract to anyone other than the Owner. Owner may not transfer its interest in this Contract without the express written approval of WERAP.

8. Entire Agreement: Interpretation

A. This Contract contains the entire agreement between Owner and WERAP. No changes in the Contract shall be made except in writing signed by Owner and WERAP.

B. This contract shall be interpreted and implemented in accordance with the laws of the Commonwealth of Massachusetts.

[SIGNATURES ON THE FOLLOWING PAGE.]

OFFICE USE ONLY: CONTROL NUMBER: _____

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

OWNER

DATE

OWNER

DATE

WESTFORD EMERGENCY RENTAL ASSISTANCE PROGRAM

AUTHORIZED REPRESENTATIVE

DATE

**Westford Emergency Rental Assistance Program (WERAP)
Rental Assistance Participant Agreement**

This Rental Assistance Participant Agreement (hereinafter, "Agreement") is entered into this day _____ by _____ (hereinafter referred to as "Tenant"), to allow WERAP to provide financial assistance to Tenant in the form of rental assistance payments for Tenant's rental of the residential premises located at _____ (the "Rental Unit").

WHEREAS, WERAP has available funds to provide short-term rental assistance to low and moderate-income tenants leasing decent, safe and sanitary housing units;

WHEREAS, Tenant is currently leasing or will lease the Rental Unit from _____ ("Owner") pursuant to a written lease with a term of no less than one (1) year not due to expire prior to the term of the herein agreement (the "Lease"), a complete and fully-executed copy of which has been provided to the Tenant and WERAP;

WHEREAS, in accordance with the Lease, the maximum total amount of rent Tenant is required to pay Owner for the Rental Unit is \$ _____/month (the "Rent");

WHEREAS, Tenant has applied to WERAP for financial assistance in making the required rental payments under the Lease, which application consists of a completed Rental Assistance Program Application (the "Application") containing the following information:

- A. Complete and accurate information concerning all persons living with Tenant in the Rental Unit as members of Tenant's household (the "Household");
- B. Written documentation from all sources of income and assets for all Household members;
- C. Copies of utility bills, credit card statements, bank statements, and any other bills related to the Household;

WHEREAS, WERAP has reviewed Tenant's Application, and, in accordance with the requirements of the Housing Assistance Program through which WERAP is providing rental assistance (the "HAP"), has found Tenant eligible to receive rental assistance relative to the Rental Unit in the amount of \$ _____/month, for the period beginning _____ and ending _____ (the "Term");

WHEREAS, to provide Tenant such assistance, WERAP intends to make payments to Owner on behalf of Tenant in the amounts set forth above and in accordance with the terms of the Lease, beginning on _____;

WHEREAS, Tenant acknowledges that WERAP's ability to provide rental assistance is dependent upon funding, and that WERAP may be required, if rental assistance funding available to WERAP is reduced or eliminated during the Term of this Agreement, to reduce or eliminate the rental assistance payments for which tenant has qualified; and

WHEREAS, Tenant desires to become financially independent and has established three goals to that end (the "Goals"), which are set forth in Exhibit A, attached hereto and incorporated herein, that Tenant will work towards during the term of this Agreement;

THEREFORE, in return for WERAP's payment of rental assistance to Owner on Tenant's behalf, Tenant agrees to abide by the following terms and conditions:

1. The Tenant Shall:

- A. Remain responsible for and timely pay the Rent, less WERAP's assistance, and other charges under the Lease as required, and otherwise comply with the terms of the Lease;
- B. During the term of the Lease, and in accordance with its terms, occupy the Rental Unit as Tenant's principal residence and allow no one other than members of the Household to reside in the Rental Unit without WERAP approval;
- C. Notify WERAP in writing of any persons joining the Household as residents, including the birth, adoption, death or court-awarded custody of a child, or leaving the Household to reside elsewhere, within fourteen (14) days of such change and provide documentation thereof;
- D. Promptly notify WERAP in writing when a member of the Household will be or is absent from the Rental Unit for a continuous period in excess of thirty (30) days;
- E. Care for and avoid damaging the Rental Unit beyond normal wear and tear, use facilities and equipment in a reasonable way, and create no health or safety hazards;
- F. Allow WERAP to inspect the Rental Unit at reasonable times and after reasonable notice;
- G. Notify WERAP and Owner in writing at least thirty (30) days in advance before moving out of the Rental Unit or terminating the Lease;
- H. Provide WERAP a copy of any eviction notice for the Rental Unit within seven (7) days of receipt;
- I. Meet with a WERAP staff member at least once every three (3) months to assess continued need for rental assistance and to work on establishing financial independence, which work may include managing credit, budgeting and goal-setting;
- J. Do his/her/their best to meet all of Goals established by Tenant and attached hereto, and show progress in meeting the Goals at each meeting with a WERAP representative.

2. The Tenant and Tenant's Household Shall Not:

- A. Purposely do anything that would jeopardize their current housing or employment status;
- B. Commit fraud, bribery, or make any false statements in connection with the WERAP Rental Assistance Program;
- C. Maintain or acquire any financial interest in the Rental Unit other than as tenant under the Lease;

- D. Interfere with the rights and enjoyment of other tenants or damage their property;
- E. Participate in criminal activity;
- F. Sublease, sublet transfer, or assign any part of Tenant's rights in the Rental Unit;
- G. Accept any other rental assistance or housing subsidy for the Rental Unit, or for a different unit under any other federal, state or local housing assistance program;

3. Termination of Rental Assistance

WERAP may cease making rental assistance payments to Tenant for any of the following reasons:

- A. Tenant violates any of the terms of this Agreement, including Tenant's certifications set forth below;
- B. Tenant becomes ineligible for rental assistance pursuant to the requirements of the Housing Assistance Program through which rental assistance is provided (the "HAP");
- C. Sufficient funding is not available to WERAP;
- D. Owner breaches the terms of its Rental Assistance Payment Contract with WERAP concerning the Rental Unit;
- E. Owner conveys any part of its interest in the Rental Unit or assigns Owner's rights under the Lease, unless such conveyance or assignment is approved in writing by WERAP and the transferee agrees to assume the Owner's obligations and certifications hereunder, as applicable;
- F. Tenant does not show sufficient progress in meeting the Goals;
- G. The Lease expire or is terminated;
- H. Tenant moves from the Rental Unit;
- I. The Term of the Agreement expires.

WERAP will provide written notice to Tenant of reduction or termination of rental assistance payments, and the reasons therefore, which notice shall be given, if possible, at least thirty (30) days prior thereto, provided that payments may terminate immediately upon unavailability of funds or a change in ownership or assignment of interest in the Rental Unit.

If WERAP determines that Tenant has violated the terms of this Agreement, prior to termination of payments it shall notify the Owner in writing of such violations, and will afford Tenant a reasonable opportunity to explain and/or correct such violation and avoid termination. WERAP's rights and remedies for Tenant's breach of this Agreement include recovery of overpayments, termination of payments, appropriate injunctive relief, damages (if appropriate), and all other legally available relief.

Certification and Signatures

I HEREBY CERTIFY THAT I UNDERSTAND THE OBLIGATIONS SET FORTH ON THE PREVIOUS PAGES, AND THAT A VIOLATION OF THESE OBLIGATIONS MAY RESULT IN TERMINATION OF MY FINANCIAL ASSISTANCE.

Initial: _____

I HEREBY CERTIFY THAT I AM NOT RELATED TO THE OWNER OF THE PROPERTY THAT I AM RENTING AS LISTED ABOVE.

Initial: _____

I UNDERSTAND THAT IF IT IS DISCOVERED THAT I HAVE COMITTED FRAUD OR MADE FALSE STATEMENTS IN CONNECION WITH MY APPLICATUION OR MY ONGOING ASSISTANCE, MY FINANCIAL ASSISTANCE WILL BE TERMINATED AND I WILL BE SUBJECT TO REPAYING WRAP FOR THE FULL AMOUNT THEY HAVE PAID ON MY BEHALF.

Initial: _____

[SIGNATURES ON THE FOLLOWING PAGE.]

OFFICE USE ONLY: CONTROL NUMBER: _____

All of the terms, conditions and provisions are hereby agreed to.

TENANT

DATE

TENANT

DATE

WESTFORD EMERGENCY RENTAL ASSISTANCE PROGRAM

AUTHORIZED REPRESENTATIVE

DATE

Westford Emergency Rental Assistance Program (WERAP)
Rental Assistance Landlord Letter

Date: _____

Dear Landlord:

We are pleased to announce that your tenant, _____ has been accepted into the Westford Emergency Rental Assistance Program.

The following documents are enclosed and will require completion and your signature before we can start making payments on your tenant's behalf;

1. Form W-9
2. Assistance Payment Contract

In addition to these documents, please provide proof of your ownership of the property (recent tax or water bill is acceptable).

This program is funded through the town's Community Preservation Fund and administered by the Westford Emergency Rental Assistance Program. Your first payment will be mailed as soon as all paperwork is complete. Payments are issued by the last day of the month for the next month.

If you have any questions, please do not hesitate to contact me at 978-692-6011. We look forward to working with you and your tenant.

Sincerely;

Lisa Larrabee
Executive Director
Westford Housing Authority
WERAP Staff

**LANDLORD REFERENCE FORM FOR
CONTINUED OCCUPANCY IN WERAP**

Applicant's Name: _____

Current Address: _____

Dates of Applicant's Tenancy:
FROM _____ **TO** _____

1. RENT PAYMENT:

A. Is applicant current on rent? _____

B. Has he/she ever been late? _____

How late? _____ **How Often?** _____

C. Have (had) you ever begun eviction proceedings for non-payment? _____

2. CARING FOR THE UNIT

A. Does the applicant keep the unit clean? _____

B. Has (had) the applicant vandalized/damaged the unit? _____

C. Has (had) the applicant paid for the damage? _____

D. Will you (did you) keep any of the security deposit? _____

3. GENERAL

A. Does the applicant permit persons other than those on the lease to live in the unit? _____

B. Does the applicant interfere with the rights and quiet enjoyment of other tenants? _____

C. Has the applicant given you any false information? _____

D. Would you rent to this applicant again? _____

The applicant hereby gives WERAP and its authorized agents permission to utilize all the above information to approve or disapprove this continued occupancy application for residency.

Applicant's Signature

Date

Landlord's Signature

Date

Please return this form to:
WESTFORD HOUSING AUTHORITY
65 TADMUCK ROAD
WESTFORD, MA 01886

PLEASE RETURN THE FORM BY: _____