

**PROJECT RESTORE  
RENTAL ASSISTANCE GRANT  
LANDLORD AGREEMENT**

THIS PROJECT RESTORE RENTAL ASSISTANCE GRANT LANDLORD AGREEMENT (“**Landlord Agreement**”), between the Department of Housing and Community Development (“**Department**”), a principal department of the State of Maryland, and \_\_\_\_\_ (the “**Landlord**”), whose address or principal place of business is \_\_\_\_\_, is entered into as of the date it is executed by the Department (the “**Effective Date**”).

WHEREAS, the Landlord Agreement is issued pursuant to the American Rescue Plan Act of 2021, 42 U.S.C. 802, et seq. and any associated regulations promulgated thereunder, or any alternative source of funds as determined by the Department (collectively, the “**Act**”); and

WHEREAS, the Act authorizes the Department to administer rental assistance grants pursuant to the Project Restore Program (“**Program**”), for the purpose of making rental assistance payments (“**Rental Assistance Payments**”) on behalf of eligible small businesses; and

WHEREAS, the below-identified Grantee has applied for and been awarded a rental assistance grant (the “**Grant**”) from the Department pursuant to the terms of a Program grant agreement by and between the Department and the Grantee (the “**Grant Agreement**”). The Grantee is required to provide the Landlord Agreement as part of its Grant application to the Department; and

WHEREAS, the Landlord and the Grantee have entered into a lease (the “**Lease**”) that qualifies the Landlord to receive Rental Assistance Payments on behalf of the Grantee in accordance with this Landlord Agreement; and

WHEREAS, this Landlord Agreement is entered into for the purpose of setting for the terms and conditions of the Rental Assistance Payments to be made to the Landlord to temporarily assist the Grantee in making rental payments under the Lease; and

NOW THEREFORE, the Department and Landlord agree to the following:

1. Lease: This Landlord Agreement applies to Rental Assistance Payments for the commercial or retail space located at:

\_\_\_\_\_, as more fully described in the Lease (hereinafter, the “**Leased Premises**”), while it is occupied by the Grantee. The term of the Lease for which rental Assistance Payments are made under this Landlord Agreement is at least one (1) year.

2. Grantee: The Rental Assistance Payments to be paid under this Landlord Agreement is paid for the benefit of \_\_\_\_\_ (“**Grantee**”).
3. Effective Date: The Effective Date of this Landlord Agreement is the date of execution by the Department.
4. Term: Unless terminated sooner in accordance with Section 11\_\_\_\_, the term of this Landlord Agreement will be the same as the term of the Grant Agreement; provided, however, that the period

of time for which Rental Assistance Payments will be made by the Department on behalf of the Grantee is a maximum of one year.

5. Rental Assistance Payments: The Department will make Rental Assistance Payments to the Landlord in the amount set forth by the Department on the last page of this Landlord Agreement; provided however, that in no event will the Rental Assistance Payments exceed Thirty Thousand Dollars (\$30,000) in total. Any additional rent or any other costs or fees owed to the Landlord, including but not limited to late fees or utilities, in excess of the monthly Rental Assistance Payment shall be the sole and complete obligation of the Grantee. The Rental Assistance Payments shall be credited to the Grantee against the monthly rent due for the Leased Premises. During the term of this Landlord Agreement, the Grantee is not responsible for paying the portion of rent to the Landlord that is covered by the Department's Rental Assistance Payment under this Landlord Agreement. The Department's failure to pay the Rental Assistance Payment to the Landlord during the term of this Landlord Agreement is not a violation of the Lease. Landlord may not charge a late fee for the portion of the rent that is covered by the Rental Assistance Payment, regardless of the date the Landlord receives the disbursement. The Landlord may not terminate the Lease for nonpayment of the Rental Assistance Payment.
6. Disbursement: The Department shall make the first Rental Assistance Payment to the Landlord within 30 days of full execution of the Grant Agreement. The first disbursement of funds shall consist of the first six (6) months of Rental Assistance Payments. The Department will make the second disbursement of Rental Assistance Payments six (6) months after the initial disbursement. The second disbursement shall consist of six (6) months of Rental Assistance Payments. Disbursement of funds is subject to the allocation and availability of funds from the State of Maryland (the "**State**") for the Program.
7. Occupation of the Leased Premises: Rental Assistance Payments shall only be paid to the Landlord for periods while the Grantee is an occupant of the Leased Premises. The Department shall not make any Rental Assistance Payments to the Landlord for any month after the month that the Grantee vacates the Leased Premises for any reason.
8. Maintenance and Inspection: The Landlord agrees to maintain the Leased Premises during the term of this Landlord Agreement in accordance with the Lease and the applicable local and State laws.

The Landlord agrees that the Department and its agents may periodically inspect the Leased Premises at their discretion. If the Leased Premises are not properly maintained, the Department may, upon prior notice to the Landlord and Grantee, abate or reduce the Rental Assistance Payments until the violations are corrected. Retroactive payments will not be made for the period during which the Leased Premises does not comply with the Lease or other Program-specific inspection requirements. If the violations continue beyond thirty days from the date of the violation notice, this Landlord Agreement may be terminated. The Department, by conducting an inspection, does not assume any liability for the condition of the Leased Premises, which is the responsibility of the Landlord.

9. Records and Reporting Requirements: The Landlord agrees to maintain accurate financial records relating to the Rental Assistant Payments in a form acceptable to the Department during and for a period of five (5) years following the expiration of the Landlord Agreement. The Landlord agrees to comply with any reporting requirements of the Department or the Act.

10. Landlord Certifications:

- a. If Landlord is a business entity, Landlord certifies that it is and will remain in good standing with the Maryland State Department of Assessments and Taxation (“SDAT”) or, if a general partnership or sole proprietorship, that it is and will remain registered with SDAT. This Landlord Agreement, when executed, will be the valid and legally binding act of the Landlord.
- b. The Lease was executed by the Landlord and the Grantee on or after July 1, 2021.
- c. Other than occupancy by Grantee pursuant to the Lease, the Leased Premises have been unoccupied for at least six (6) months prior to the date that Grantee submitted its application for Program funds to the Department.
- d. Landlord is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits. In the event that Landlord is determined to be in arrears, Landlord acknowledges that any payments from the Department to Landlord hereunder are at risk of interception by the State.
- e. Landlord will maintain the Leased Premises in compliance with the applicable building codes, The Fair Housing Amendments Act; the American with Disabilities Act, as amended; Titles VI and VII of the Civil Rights Act of 1964, as amended; and Title VIII of the Civil rights Act of 1968, as amended.
- f. Landlord will comply with all federal, State and local laws and Departmental policies and programs regarding discrimination and equal opportunity in housing and credit practices. Landlord will not discriminate on the basis of race, color, religion, sex, familial status, national origin, marital status, sexual orientation, gender identity, or disability. Landlord will comply with the legal requirements of Title 20 of the State Government Article, Annotated Code of Maryland, as amended, and any other applicable State, federal, and local laws and regulations regarding discrimination and equal opportunity.
- g. No holder of a lien on the real property on which the Leased Premises is located has commenced or threatened foreclosure proceedings or other similar proceedings.

11. Termination and Remedies:

- a. The Department may terminate this Landlord Agreement immediately upon written notice to the Landlord and the Grantee if any of the following occurs:
  - i. The Grantee withdraws from or is terminated from the Program, or the Grant Agreement is terminated for any reason;
  - ii. The Grantee vacates or is evicted from the Leased Premises;
  - iii. The Lease is terminated by the Landlord or the Grantee;
  - iv. The Landlord breaches any term, condition, covenant, or certification of this Landlord Agreement or fails to comply with Program requirements.

- b. This Landlord Agreement may be terminated by the Department for any reason it determines to be in the best interest of the State or the Program. Such a determination is made in the sole discretion of the Department.
- c. In the event of termination of this Landlord Agreement:
  - i. The Department may withhold disbursement of Rental Assistance Payments and the Landlord shall have no right, title, or interest in or to any of the undisbursed Rental Assistance Payments;
  - ii. The Department may demand repayment from the Landlord of any portion of the Rental Assistance Payments that the Department, in its sole discretion, determines were not expended in accordance with this Landlord Agreement, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings;
  - iii. In addition to exercising any or all of the rights and remedies contained in this Landlord Agreement, the Department at any time may proceed to protect and enforce all rights available to the Department by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive the termination of this Landlord Agreement.

12. Notices: All notices required hereunder shall be in writing and shall be sent to the following addresses:

For the Department:

Department of Housing and Community Development  
 Division of Neighborhood Revitalization  
 7800 Harkins Road  
 Lanham, Maryland 20706  
 Attn: Project Restore Program

with a copy to:

Office of the Attorney General  
 7800 Harkins Road  
 Lanham, Maryland 20706  
 Attention: Division of Neighborhood Revitalization, Project Restore Program

For the Landlord:

Landlord Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Attention: \_\_\_\_\_  
 Email address: \_\_\_\_\_

13. No Assignment: This Landlord Agreement shall not be assignable or transferable without the prior written consent of the Department.

14. Remedies Not Impaired: No delay by the Department in taking any action available under this Landlord Agreement or any applicable law shall prevent the Department later taking such action.
15. Severability: If any term contained in this Landlord Agreement is held or finally determined to be invalid in any respect, in whole or in part, such term shall be severed from this Landlord Agreement, and the remaining terms contained herein shall continue in full force and effect, except to the extent that the invalidated provision impacts the reasonableness of any other material term of this Landlord Agreement.
16. Amendment: This Landlord Agreement may be amended only in writing executed by the Department and the Landlord.
17. Governing Law: This Landlord Agreement shall be governed by and construed in accordance with the laws of the State.
18. Liability:
  - a. Landlord is responsible for screening the Grantee's suitability for tenancy. The Department is not responsible for such screening. The Department shall have no liability or responsibility to the Landlord or other persons for the Grantee's behavior or conduct in tenancy.
  - b. The Department does not assume any responsibility for injury to, or any liability to, any person injured as a result of Landlord's action or failure to act in connection with management of the Leased Premises or with implementation of this Landlord Agreement, or as a result of any other action or failure to act by the Landlord.
  - c. The Landlord is not the agent of the Department, and this Landlord Agreement does not create or affect any relationship between the Department and any lender to the Landlord or any suppliers, employees, contractors or subcontractors used by the Landlord in connection with management of the Leased Premises.
19. Miscellaneous:
  - a. Recitals are incorporated herein and made part of this Landlord Agreement.
  - b. Section headings and subheadings in this Landlord Agreement are used for convenience only and shall not control or affect the meaning or construction of any provision of this Landlord Agreement.
  - c. This Landlord Agreement is for the exclusive benefit of the parties. No other person or entity shall have rights under or be deemed a beneficiary of this Landlord Agreement. The Grantee is not a party to or third party beneficiary to this Landlord Agreement and may not enforce any provision hereof. The Grantee may enforce the Lease against the Landlord, or exercise any right or remedy against the Landlord thereunder.
  - d. This Landlord Agreement may be executed in counterparts; all such executed counterparts shall be deemed one agreement. Signatures of the parties, transmitted by facsimile or by electronic

mail printable in tangible form to the other party, shall be as effective as an original signature delivered by the signing party.

- e. Any provision of this Landlord Agreement which contemplates performance or observance subsequent to any termination or expiration of the Landlord Agreement shall survive termination or expiration of this Agreement and continue in full force and effect.

20. Notice Regarding Disclosure of Information Relating to the Project. The Department intends to make available to the public, may be required to make information available to the Board of Public Works, and the Maryland General Assembly, or may be required to disclose information in response to a request for information made pursuant to the Public Information Act, §4-101 et seq. of the General Provisions Article, Annotated Code of Maryland. The information disclosed may include, among other things, the name of the Grantee or Landlord; the name, location, and description of the Leased Premises; the date and amount of financial assistance awarded by the Department; the terms of the financial assistance; use of funds; information contained in the Application; and a copy of the Application

21. **CONFESSION OF JUDGMENT.** IF THE PRINCIPAL AMOUNT OF THIS AGREEMENT, ANY INSTALLMENT OF INTEREST OR PRINCIPAL, OR ANY OTHER PAYMENT DUE UNDER THIS AGREEMENT IS NOT PAID WHEN DUE, WHETHER BY MATURITY, ACCELERATION OR OTHERWISE, EACH OBLIGOR WHO SIGNS THIS INSTRUMENT HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST IT AND IN FAVOR OF THE HOLDER OF THIS AGREEMENT (THE "HOLDER"), AT ANY TIME, WITHOUT A PRIOR HEARING, AND IN THE AMOUNT OF THE OUTSTANDING PRINCIPAL BALANCE OF THIS AGREEMENT, ALL ACCRUED AND UNPAID INTEREST, OUTSTANDING FEES AND LATE CHARGES, AND ALL OTHER AMOUNTS PAYABLE TO THE HOLDER UNDER THE TERMS OF THIS AGREEMENT, INCLUDING COSTS OF SUIT AND REASONABLE ATTORNEYS' FEES INCURRED AS A RESULT OF, RELATED TO, OR IN CONNECTION WITH ANY DEFAULT UNDER THE AGREEMENT AND ANY EFFORTS TO COLLECT ANY AMOUNT DUE UNDER THE AGREEMENT OR ANY JUDGMENTS ENTERED THEREON.

**THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF OR BY ANY IMPERFECT EXERCISE THEREOF; SUCH AUTHORITY MAY BE EXERCISED ON ONE OR MORE OCCASIONS OR FROM TIME TO TIME IN THE SAME OR DIFFERENT JURISDICTION AS OFTEN AS HOLDER SHALL DEEM NECESSARY AND DESIRABLE, FOR ALL OF WHICH THIS AGREEMENT SHALL BE SUFFICIENT WARRANT; IF ENFORCEMENT OF THIS AGREEMENT RESULTS IN HOLDER OBTAINING A MONEY JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT, HOLDER'S RIGHT TO APPEAR AND CONFESS JUDGMENT FOR AMOUNTS DUE, INCLUDING THE PAYMENT AND REIMBURSEMENT OF REASONABLE ATTORNEYS' FEES AND COSTS ARISING AFTER THE ENTRY OF JUDGMENT (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS INCURRED TO COLLECT THE JUDGMENT OR LIQUIDATE AND COLLECT ANY COLLATERAL PLEDGED IN**

**CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER GRANT DOCUMENTS) SHALL NOT BE EXTINGUISHED BY OR MERGED INTO ANY SUCH JUDGMENT BUT SHALL SURVIVE THE JUDGMENT AS A CLAIM AGAINST ANY SUCH OBLIGOR AND ANY SUCH COLLATERAL.**

**EACH OBLIGOR ON THIS AGREEMENT HEREBY WAIVES AND RELEASES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL PROCEDURAL ERRORS AND ALL RIGHTS OF EXEMPTION, APPEAL, STAY OF EXECUTION, INQUISITION, AND EXTENSION UPON ANY LEVY ON REAL ESTATE OR PERSONAL PROPERTY TO WHICH SUCH OBLIGOR MAY OTHERWISE BE ENTITLED UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR OF ANY STATE OR POSSESSION OF THE UNITED STATES OF AMERICA NOW IN FORCE AND WHICH MAY HEREINAFTER BE ENACTED.**

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS THEREOF**, the parties have executed this Landlord Agreement under seal as of the date hereinabove set forth.

\_\_\_\_\_  
**(LANDLORD LEGAL NAME)**

\_\_\_\_\_  
(SEAL)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF HOUSING  
AND COMMUNITY DEVELOPMENT**

\_\_\_\_\_  
(SEAL)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ (Effective Date)

Amount of Rental Assistance Payment

\$ \_\_\_\_\_

(To Be Completed By The Department)