#### WEBB COUNTY EMERGENCY RENTAL ASSISTANCE PROGRAM

**VENDOR AGREEMENT** 

The purpose of the Webb County Emergency Rental Assistance Program ("WCERA") funded from the U.S. Department of the Treasury (Treasury) grant is to assist eligible low-income clients with rental payments for those affected by COVID-19 in Webb County.

The Landlord ("Vendor"), agrees to honor the purpose of the WCERA grant and to accept pledges of payment from WCERA agencies only for certified customers to whom Vendor continues to provide rental services. Webb County Community Action Agency ("Agency"), agrees to make payments only for eligible low-income clients for amounts and months determined eligible by the Agency.

This vendor agreement is by and between: Webb County Community Action Agency and Rental Assistance Provider (Agency) (Vendor) For Tenant: (Name) Vendor and Agency agree to assist customers in the following counties: Webb This agreement shall be effective from the \_\_\_ day of \_\_\_ for a period not to exceed two years from the effective date. Either party may terminate this agreement by written notice. Such written notice of termination shall not affect any obligation by either party incurred prior to the receipt of such notice. Notice shall be sent via certified mail with return receipt requested. (Vendor Name) (Vendor Mailing Address) Webb County Community Action Agency (Agency Name) 520 Reynolds, 2<sup>nd</sup> Floor, Laredo, TX 78040 (Agency Mailing Address)

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## WEBB COUNTY COMMUNITY ACTION AGENCY

520 Reynolds, 2<sup>nd</sup> Floor Laredo, Texas 78040 TELEPHONE (956) 523-4182 • caawaronpoverty@webbcountytx.gov



The Agency named above represents and warrants to Vendor that it is a subrecipient of the U.S. Department of the Treasury ("Treasury") and as such is authorized and has received funding from Treasury to provide rental payment assistance service for eligible low-income households.

The Vendor named above represents and warrants that it will apply any payments received from Agency to the account of the customer that the Agency has determined to be eligible under the Treasury guidelines and such is a "Certified Customer".

#### Vendor will, with reference to a Certified Customer:

- Upon accepting pledge from Agency for Certified Customer, continue rental service to Certified Customer with no increases in charges, service charges or other charges affecting the total cost of the bill.
- Invoice the Certified Customer in accordance with Vendor's normal billing practices.
- Work with Agency and Certified Customer to explore the feasibility of offering flexible payment arrangements that may include, without limitation, waiving security deposits, application fees, and all other fees whenever possible.
- Not discriminate against Certified Customer in price or services, including the availability of plans, discount, budget, advance payment or other credit plans.
- Not refuse to provide rental service or otherwise discriminate in the marketing and
  provision of rental service to any Certified Customer because of race, creed, color, national
  origin, ancestry, sex, marital status, lawful source of income, level of income, disability,
  financial status, location of customer in an economically distressed geographic area, or
  qualification for low-income or rental services.
- Allow Agency forty-five (45) days from the date of the pledge to forward payment to the Vendor. Vendor agrees not to consider the portion of the Certified Customer's account to be paid by the Agency delinquent if said payment is received within the above mentioned forty-five day period, and Vendor is provided with a verbal or signed pledge from the Agency within forty-five days of identifying a Certified Customer.
- Not interrupt rental if Certified Customer is eligible under WCERA or other state agency regulations (as applicable), and enters into an agreement with the Vendor concerning how the Certified Customer will pay the balance owed to the Vendor and the Certified Customer is meeting the obligation under such agreement.
- At any such time that Certified Customer ceases to have an account with Vendor, subject to state and local law, Vendor will promptly refund the full amount of any remaining balance to Agency.

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### The Agency will:

- Obtain written permission for Agency to request and have access to customer information, including confidential or personal account information, credit and payment history, from customers seeking Agency's assistance. Social Security numbers are not required for the WCERA program and may not be disclosed to Agency.
- Provide to Vendor, at Vendor's request, customer's written permission for Agency's access to customer information as stated above.
- Not provide pledges on behalf of a Certified Customer to Vendor without having adequate funds to pay such pledge.
- Pay pledges within forty-five days of making pledge to Vendor.
- Determine if a customer is a Certified Customer within five days of contacting Vendor.
- Provide Vendor a list of names, telephone numbers and e-mail addresses of Agency staff
  designated to make pledges on behalf of the Agency and Certified Clients, if requested
  from Vendor.

The terms of any confidential transaction under this agreement or any other information exchanged by the Agency and Vendor relating to any transaction shall not be disclosed to any person not employed or retained by the Agency or Vendor, their affiliates, or brokers, except to the extent disclosure is 1) required by law; 2) necessary to disclose to the other party in connection with a dispute between the parties; 3) otherwise permitted by written consent of the other party; 4) required by guarantors to be disclosed; 5)information which must be disclosed to a third party to transmit energy; 6) to meet reliability council, regulatory, administrative, judicial, governmental, or regulated commodity exchange requirements where necessary; or 7) information which was or is hereafter in the public domain (except by breach of this Agreement).

Authorized Vendor Signature	Date	
Typed Name of Authorized Signature	Title	
Vendor (Area Code) Telephone Number		
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Vendor Email Address		
Authorized Agency Signature	Date	
Typed Name of Authorized Signature	Title	

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