

LANDLORD PARTNERSHIP AGREEMENT

Program Overview

_____ (the “Landlord”) agrees to partner with Amicus Fund, Inc. (“Amicus Fund”) to encourage housing opportunities for individuals and families chosen by Amicus Fund (the “Participants” or “Tenant”) that are facing significant challenges in finding permanent housing (the “Program”). Challenges may include poor credit and/or other issues often due to past illness, divorce, or other unforeseen situations.

By participating in the Program and providing rental housing to Participants, Landlord will be offered the following benefits for each new participant provided an initial lease by Landlord:

- A financial guarantee during the first year of tenancy (up to an aggregated maximum limit of \$5,000, the “Maximum Guarantee”) for the following Landlord expenses:
 - a) physical damage to the rented premises beyond normal wear and tear
 - b) unpaid share of rent contributed by Tenant (excluding all other sources of rental subsidies, whether public or private)
 - c) legal costs incurred by Landlord in the unlikely case that Landlord pursues an eviction proceeding against Tenant

The above stated Maximum Guarantee is available to Landlord if, and only if, a security deposit is 1) not provided by Amicus Fund and 2) all security deposit amounts have been expended, in their entirety, exclusively and specifically for the purposes stated above in a), b) and c). If the security deposit is provided by Amicus Fund, then the Maximum Guarantee is reduced to \$3,000.

- Expedited payment of an amount equal to a security deposit and/or missed or late rental payments (exc. any housing subsidies) to Landlord in certain cases, eliminating the need to wait for payment from other sources, for the first year of tenancy.
- A dedicated Amicus Fund Landlord/Tenant liaison who will attempt to resolve tenancy issues, if any, for the first 2 years of tenancy.
- Individuals and families chosen for the Amicus Fund program are encouraged to complete rental education, financial planning training and/or participate in other services deemed helpful to their ongoing goal of maintaining a stable home. In addition, Participants must be willing to maintain a continuous relationship with Amicus Fund.

Roles and Expectations

Landlord and Amicus Fund agree to use their best efforts to meet the expectations set out below:

Expectations of Amicus Fund

1. Amicus Fund will have an identified, assigned individual for Landlord to contact regarding any issues that arise concerning Amicus Fund Participants.
2. Participants, in order to be chosen by Amicus Fund for inclusion in the Program, will typically, but not always, come to the Amicus Fund through a referral from an established collaborative service agency (“CSA”). On a best efforts basis, the CSA will conduct an evaluation and create a customized housing stability plan.

- Throughout the first year of tenancy, Amicus Fund will provide, or encourage the CSA to provide, ongoing support services to the Participants, including (if appropriate and on a best efforts basis) coordination with other community services such as job training, referral to community resources, financial management and monthly in-home visits. Although Amicus Fund and/or the referring CSA will be committed to providing ongoing support services to the Participants, circumstances may arise where the services cannot take place or continue.

Expectations of Landlord

- Landlord will provide Amicus Fund with a copy of the final signed lease/rental agreement, any house rules and the completed Move-In Condition Report, signed by Landlord, Amicus Fund, and Tenant, prior to the Participants moving into the leased premises.
- Landlord will communicate orally and/or in writing with Amicus Fund when problems arise with any Participants. Specifically, Landlord agrees to notify Amicus Fund in writing in the event of: 1) issues that may lead to a written notice, or any type of actual written notice, to the Tenant, 2) late payment of full rent regardless of source, 3) any other issues or action that may affect the continuation of tenancy, and 4) awareness of any potential or actual damage to the rental unit. ***The goal is to communicate with Amicus Fund and work together to resolve issues before moving towards an eviction and/or any action that may jeopardize the Participant’s housing.***
- Landlord will quickly notify Amicus Fund when issues arise. If damages occur despite early interventions, Landlord will submit an Amicus Fund Claim Form (and associated procedures) within 14 days of discovering damage or loss or, if the Tenant has moved out, within 14 days of the Tenant’s move out date.
- If Amicus Fund pays a security deposit or any other payment amount (“Bridge Payment”) to Landlord directly and if, and only if, Landlord subsequently receives the Bridge Payment from another source, Landlord agrees to reimburse Amicus Fund for the Bridge Payment within 14 days of receipt. In the case of a security deposit paid to Landlord by Amicus Fund that is not subsequently paid by another source, Landlord will return any security deposit remaining to Amicus Fund at the end of the lease.
- Landlord agrees that if the total required security deposit amount is provided by more than one provider, the security deposit provided by Amicus Fund will be utilized if and only if all other security deposit amounts by other providers have been depleted entirely. Landlord will return any unused security deposit provided by Amicus Fund promptly at the end of the lease agreement.

Termination

This Agreement is hereby effective as of _____. This Agreement applies to all Amicus Fund approved Participants who seek housing owned and operated by Landlord. Prior to initiating a new, or renewed lease, Landlord agrees to confirm with Amicus Fund that the prospective tenant maintains an approved status with Amicus Fund.

This Agreement may be terminated or suspended by either Landlord or Amicus Fund upon the intentional or negligent noncompliance by the other party with any of the listed expectations. Termination shall be affected by written notice from one party to the other, and shall be effective immediately upon notice, or at a later date specified in the notice. This Agreement also may be terminated at the discretion of either party upon 30 days written notice to the other party.

Landlord

Date

Amicus Fund

Date

To submit this form, please e-mail to the Amicus Fund at info@amicusfund.org. Please feel free to call us with any questions or concerns.

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