

SHIP Disaster Assistance Written Agreement

Disclaimer: This is a sample agreement template and is not a complete legal document. Before using any part of this template, check with legal counsel to ensure that the Local Government's subrecipient agreements comply with state and local laws and regulations, and all requirements of the Local Government's SHIP program.

Whereas, ("Recipient") is receiving State Housing Initiative Partnership Funds (SHIP) Program financial assistance from <insert jurisdiction name> ("Jurisdiction") in the amount of \$_____ to provide funding to (pay rent, pay mortgage payments, pay utilities) at <insert address>.

Now, therefore, the Jurisdiction has an option to recoup assistance used on the above described property upon the terms, conditions and contingencies herein set forth:

Federal Benefits and Charitable Donations

Recipient agrees that if he/she receives further federal benefits or charitable donations to (pay rent, pay mortgage payments, pay utilities) in connection with the COVID-19 response, the recipient will report receiving benefits by emailing <insert email address> or calling <insert phone number> within one (1) month of receipt of additional proceeds and/or benefits. If recipient fails to report additional federal benefits or charitable donations, then the Jurisdiction may require immediate repayment in full of the entire loan amount provided by the Jurisdiction.

Duplication of Benefits

Recipient agrees that if benefits received subsequent to the receipt of SHIP funds are a duplication of benefits (DOB) received from other sources such as federal benefits or charitable donations, that the following shall apply:

1. If the Award has been fully expended by the City/County, any Subsequent DOB Proceeds shall be repaid by Recipient to the City/County up to the amount of the Award.
2. If no portion of the Award has been expended by the City/County, any Subsequent DOB Proceeds shall be paid by Recipient to the City/County and used to reduce the Award. If the application of the Subsequent DOB Proceeds would reduce the Award to zero, all Subsequent DOB Proceeds and any funds previously paid by the Recipient to the City/County shall be returned to the Recipient, and this Agreement shall terminate.
3. If some portion of the Award has been expended by the City/County, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (1) Subsequent DOB Proceeds shall first be paid by Recipient to the City/County to reduce the unexpended portion of the Award; (2) if the application of the Subsequent DOB Proceeds would reduce the unexpended Award to zero, any remaining Subsequent DOB Proceeds shall be applied to expended portion of the Award and retained by the City/County; (3) if the application of the Subsequent DOB Proceeds reduces both the unexpended and

- the expended portions of the Award to zero, any remaining Subsequent DOB Proceeds shall be returned to the Recipient, and this Agreement shall terminate.
4. If the City/County makes the determination that the Recipient does not qualify to participate in the Program or the Recipient decides not to participate in the Program, the Subsequent DOB Proceeds and any funds previously paid by the Recipient to the City/County that have not been used or obligated by the Program shall be returned to the Recipient, and this Agreement shall terminate.
 5. Once the City/County has recovered an amount equal to the Award, the City/County will reassign to Recipient any rights assigned to the City/County pursuant to this Agreement.

Income Eligibility

Recipient certifies that he/she has provided complete, accurate, and current information regarding household income to demonstrate Recipient’s eligibility to receive SHIP funds.

Enforcement

The Recipient and the Jurisdiction acknowledge that the Jurisdiction has the right and responsibility to enforce this agreement.

Whereas, if the Recipient does not violate any of the terms listed in this agreement, then this agreement will be considered paid in full on the day of ____, 20__ and the Note will be released.

IN WITNESS WHEREOF, the undersigned recipient(s) has/have affixed his/her signature(s) and seal(s) this day of _____.

Signed, sealed and delivered in the presence of:

Witness

Borrower

Borrower