



DEVELOP LOUISVILLE
Office of Housing

Court Eviction Diversion Program
Funded via the U.S. Treasury Emergency Rental Assistance Program

DRAFT SETTLEMENT AGREEMENT

This Settlement Agreement and Release and Waiver of Late Fees, Penalties, and Interest (Agreement) is entered into on _____, 2021, by and between:
Month & Day

LANDLORD:	Name as listed in Lease:		
	Address as listed in Lease:		
	Unit/Suite/Apartment Number:		
	City:		State:
	Zip Code:		

TENANT(S):	Tenant 1 Name per Lease:		
	<i>Tenant 2 Name (if applicable):</i>		
	Unit address listed in Lease ("Premises")		
	Unit/Suite/Apartment Number:		
	City:	Louisville	KY
	Zip Code:		

RECITALS

- The Landlord and Tenant have agreed to accept assistance from the U.S. Treasury Emergency Rental Assistance Program, as administered by the Louisville-Jefferson County Metro Government (LMG) through the Office of Housing under the program name Court Eviction Diversion Program ("CEDP").
- The purpose of this Agreement is to set forth the terms of agreement between Landlord and Tenant where Tenant has accrued unpaid rent during the COVID-19 pandemic.
- Tenant and Landlord have entered into a residential lease that predates this Agreement

TERMS

- Tenant and Landlord acknowledge and agree that Tenant owes Landlord unpaid rent and/or requires assistance with current/future rent.
- Landlord agrees to forgive 100% of any late fees, interest, legal and/or court costs and/or any penalties related to nonpayment of rent since April 1, 2020.
- The Landlord shall be paid as follows:
 - Back Rent: The CEDP program, as administered by LMG, shall pay Landlord \$_____ *Payment for Back Rent* to cover one hundred percent (100%) of any rent arrearage (excluding tenant damages) from April 1, 2020 through _____ 2021. *Last month of arrearage*
 - Prospective Benefits: The CEDP program shall pay the Landlord 3 months of future rent, totaling \$_____, there by paying for rent through _____ 2021. *Future Rent Amount* *Last month of future rent paid by CEDP*

- c. The Tenant shall next pay rent for _____ 2021, provided Tenant still resides at the Premises.
 - d. Payment to Landlord pursuant to the lease referenced herein shall not exceed more than a total of fifteen (15) months with a maximum of 12 months arrearages and no more than 3 months future rent.
4. In exchange for payment from the CEDP program on behalf of Tenant to Landlord, Landlord agrees that:
- a. A current written lease, signed by both Landlord and Tenant, exists for the premises or the tenant is occupying the premises with a valid month-to-month lease.
 - b. As of the date of this Agreement, there is no other material violation of the Lease by Tenant.
 - c. As of the date of this Agreement, settlement and compromise having been made, Landlord has no remaining factual or legal basis to pursue an action for possession nor eviction as of the date of this Agreement.
 - d. Landlord will file the appropriate pleadings with the Forcible Detainer Court within 5 days of receipt of funds from LMG to dismiss any current pending Forcible Action against the tenant for non-payment of rent and shall not file nor cause to be filed a complaint for possession nor eviction based upon unpaid rent nor late fees accruing as of the date of this Agreement. Landlord, on its own behalf and on behalf of all successors in interest, forever waives, releases and discharges any claim for any rent-arrearage or late-fees other than the sum set forth in Section 2, provided payment is made to Landlord according to the terms of Section 3.
- In the event that only partial payment is made to Landlord pursuant to Section 3, such partial payment paid to Landlord shall be fully credited against Tenant's rent arrearage.
- e. Landlord will credit the Future Rent Amount set forth in section 3(b) above, toward Tenant's rent due for the current and future month(s), as applicable.
 - f. Landlord agrees to not initiate any action relating to the rent arrearage in Section 1 that would affect the credit report of Tenant, nor to pursue collection against Tenant for the period covered by this Agreement.
 - g. Landlord agrees to not pursue eviction of Tenant for any rent due prior to April 1, 2020.
 - h. Landlord will allow Tenant 45 days from last day of the final month for which CEDP funding covers rent before filing for late payment eviction proceedings for nonpayment of rent or non-renewal of the lease,
 - i. After waiting for the period outlined in Item "g" above, Landlord will provide Tenant 30 days' notice of eviction for nonpayment of rent or non-renewal of the lease.
 - j. Should the Tenant vacate Premises before the last month for which future rent has been paid by CEDP, Landlord shall refund the remaining balance to the Tenant for Tenant's use toward housing stability.
 - k. Should Landlord violate any provision of this Agreement, Landlord shall be required to return the total amount of funds listed in Section 3 to Louisville-Jefferson County Metro Government, Attention: Office of Housing 444, S. 5th Street, Suite 500, Louisville, KY 40202.
 - l.
 - m. In the event Landlord is required to return funds to the LMG program, all other provisions of this Agreement shall remain in effect.
5. Representations by Landlord:
- a. Landlord acknowledges that by applying for and receiving federal assistance from the U.S. Treasury's COVID-19 Emergency Rental Assistance Program, administered as "CEDP Louisville-Jefferson County Metro Government", that any fraudulent misrepresentation may be punishable under State and/or Federal law.
 - b. The undersigned Landlord is the Landlord under the terms of the Lease (or agent of Landlord acting with binding authority upon Landlord), and all information provided by Landlord to the LMG program is true and accurate to the best of Landlord's knowledge.
 - c. There is no other material violation of the Lease by Tenant other than nonpayment of rent.
 - d. That the rent arrearage or future rent to be paid by CEDP is not a duplication of assistance coming from another private or public funding source.

- e. Landlord understands this Agreement, knowingly and willingly enters into it, and has had the opportunity to discuss it with legal counsel, if desired.
6. Representations by the Tenant:
- a. Tenant acknowledges that by applying for and receiving federal assistance from the U.S. Treasury's COVID-19 Emergency Rental Assistance Program, administered as CEDP by Louisville-Jefferson County Metro Government's Office of Housing, that any fraudulent misrepresentation may be punishable under State and/or Federal law.
 - b. That undersigned Tenant is the Tenant under the terms of the Lease, and all information provided by Tenant to the CEDP program is true and accurate to the best of Tenant's knowledge.
 - c. There is no other material violation of the Lease by Tenant other than nonpayment of rent.
 - d. That the rent arrearage or future rent to be paid by CEDP is not a duplication of assistance coming from another private or public funding source.
 - e. Should the Tenant vacate the Premises before the last month for which future rent has been paid by CEDP, and should the Landlord refund the remaining balance to the Tenant, the Tenant will use that refund for the Tenant's own housing stability.
 - f. Tenant understand is this Agreement, knowingly and willingly enters into it, and has had the opportunity to discuss it with legal counsel, if desired.
 - g. Tenant understands that this Agreement resolves the issue of rent and fees accruing through the date of execution only, and that all other obligations of the Lease remain enforceable.

The parties reserve the right to judicially enforce this Settlement Agreement.

THEREFORE, the parties have entered into this Agreement effective as of the first date written above.

I understand the penalty for false or fraudulent statements. 18 U.S.C. Sec. 1001, provides that whoever, in any matter within the jurisdiction of the executive, legislative or judicial branch of the United States Government knowingly and willfully falsifies a material fact or makes any materially false, fictitious or fraudulent statement or representation, or makes or uses any false writing or document knowing the same to contain any materially false, fictitious or fraudulent statement or entry, shall be fined or imprisoned, or both. In addition, I understand and agree that any funds paid as a part of this program based on fraudulent or erroneous information, will be paid back to the Louisville Metro Office of Housing.

Landlord/Agent Signature

Tenant 1 Signature

Printed Name of Landlord/Agent

Printed Name of Tenant 1

Name of agency and title for Agent acting on behalf of Landlord if applicable

Tenant 2 Signature (if applicable)

Printed Name of Tenant 2 (if applicable)

Printed Name of Attorney for Landlord (if applicable)

Printed Name of Attorney for Tenant (if applicable)