



## STAR-C EVICTION RELIEF FUND “PROGRAM” LANDLORD AGREEMENT

**Star C Corporation** (“Star-C”) and **Evergreen Overlook LLC** (Legal Ownership Entity Name), a **Georgia LLC** (State of Incorporation, Entity Type) (“**Landlord**”); (Star C and Landlord are each a “Party” and together the “Parties”) have entered into this Star-C Eviction Relief Fund Agreement (the “Agreement”) as of this 1st day of August 2020 to collaborate for an Eviction Relief scholarship program at **Evergreen Overlook Apartments** (Property Name) located at **405 Virginia St., Marietta, GA 30066** (**Address**) (the “Property”), currently managed by **Evergreen Management Co.** (Property Management Company Name) and as more particularly described herein.

**NOW WHEREFORE**, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the Parties agree as follows:

1. **Landlord Requirements for Program Participation:** In order to be considered as a host site for Star-C’s Eviction Relief Fund program, Landlord and Property must satisfy certain requirements as described below:
  - a. **Mission:** Star-C is an educational model with an affordable housing solution. Star-C helps reduce transiency in local schools through promoting initiatives in affordable housing apartment communities;
  - b. **Property Affordability:** Star-C relies on a foundation of affordable rents. To host Star-C on the Property, Landlord must maintain rents that are affordable for families earning eighty percent (80%) or less of area median income. This currently equates to a maximum monthly rent of \$1,654 for a two bedroom for a family of four. With this agreement, the Landlord shall submit a unit rent matrix, confirming compliance with affordability guidelines, along with other information requested Exhibit A.
  - c. **Demographics:** The apartment community must be located in a district with an elementary school in the bottom 1/3 of schools as currently ranked by [www.schooldigger.com](http://www.schooldigger.com)
    - Elementary School Name: **Fair Oaks Elementary** \_\_\_\_\_
    - School Ranking on [www.schooldigger.com](http://www.schooldigger.com) : **911** \_\_\_\_\_
  - d. **Term of Agreement:** The initial term of this Agreement shall commence on the date set forth below and continue for a period of one (1) year and automatically renew for additional one-year term/ on the same covenants and conditions as are herein contained. Either Party may terminate this Agreement, with or without cause upon at least thirty (30) days written notice.
2. **Property Services Marketing:** Star-C may provide Landlord with printed materials describing the Program, at its cost. With Landlord permission, Star-C may install branded program signage in the leasing office and at other points on the Property.
3. **Data Collection/Sharing:** As a condition to providing Rental Relief scholarships, Landlord agrees to work with Star-C on reasonable performance metrics (“**Program Metrics**”) including tenant income, rental statements, apartment turnover statistics, rental rates, number of children and average child age.

The Program Metrics may change from time to time and are limited to information that is readily available. The Parties agree that they shall maintain strict confidentiality regarding confidential information and not disclose the same to anyone else without the prior written consent of the sharing party, provided that the

other party may disclose to a third-party if given written consent by a Party, required by law, or pursuant to a court order. Star-C and Landlord shall be allowed to publish and use the Program Metrics provided that doing so does not violate the confidentiality agreement signed by the Parties or any agreement signed by a participant or disclose confidential information about an individual participating in the Property Services. The Parties agree that they shall immediately notify the other Party in writing in the event that they are aware of a breach of this confidentiality provision or the unauthorized disclosure of confidential information by either Party.

4. **Funding:** For tenant rent relief, the Property shall submit complete rent scholarship applications, on behalf of tenants in good standing experiencing rent delinquency, for consideration by Star-C via website upload, email or other methods of delivery as determined by Star-C. Upon its receipt thereof, Star-C shall have ten (10) days from receipt of the proposed application to approve or disapprove at its sole discretion and subject to funding availability. As a condition to a scholarship approval, Landlord agrees to:
- a. Forbear eviction proceedings
  - b. Dismiss any pending dispossessory case against the assisted tenant
  - c. Waive any late fees incurred associated with the delinquent rent
  - d. Waive an additional 10% of the delinquent amount

For example, if the tenant's delinquent rent is \$1,500 plus \$200 in late fees, the landlord agrees to accept the following:

1. Tenant applies for a \$750 rent scholarship program (50% of the base rent outstanding)
2. Landlord agrees to waive \$200 in late fees and eviction fees
3. Landlord agrees to waive \$150 (an additional 10% of the rent)
4. Star C funds \$600 and Tenant funds \$750 for a total of \$1,350.
5. Landlord agrees to provide Star-C with proof that all waivers and payments have been applied properly to the tenant's balance.

The above example is based on the tenant paying 50% of the delinquent rent and Star-C funding 40% of the delinquent rent. In certain jurisdictions and based on funding availability, Star-C may be able to fund more than 40% of the delinquency, which would decrease the tenant funding requirement by a corresponding amount. In each instance, the Landlord's waiver will be 10% of delinquent rent, plus late fees and penalties.

5. **Indemnity:** Each Party agrees to defend, indemnify and hold harmless the other Party, its members, officers, employees and agents from and against all claims, costs, expenses, demands, attorney's fees, suits, judgments and damages caused by the acts of the indemnifying party in the performance of its obligations under this Agreement; excluding, however, claims, costs, expenses, demands, attorney's fees, suits, judgments and damages caused by or arising from the gross negligence or willful misconduct of the non-indemnifying Party or its directors, officers, invitees, employees or agents. This paragraph shall survive the termination of this agreement.
6. **Notices:** Any and all notices required or which either party herein may desire to give to the other shall be made in writing and shall be given either in person, or by certified or registered mail, postage prepaid, return receipt requested, or by recognized overnight courier such as Federal Express or Airborne Express, and shall be deemed to be given on the third (3<sup>rd</sup>) business day following the date of posting in a United States Post Office or branch post office, one (1) day after delivery to the overnight courier or the same day if delivered in person, and shall be addressed:

To Star-C: Star C Corporation  
1335-D Canton Rd.  
Marietta, GA 30066  
Attn: Audrea Rease, Executive Director  
Email: [arease@star-c.org](mailto:arease@star-c.org) T: (404) 698-3781 F: (404) 698-3831

To Landlord: Name: Jane Doe  
Title: Senior Manager  
Company: Evergreen Management Co.  
Address: 1500 Overlook Way  
Marietta, GA 30067  
Email: jdoe@evergmt.com  
Phone: 770-555-1212

7. Miscellaneous: Landlord will submit a signed W-9 form with this Agreement. This Agreement and the Lease contain the entire agreement of the parties and may not be modified unless agreed to in writing by the Parties. This Agreement shall be governed by the laws of the State of Georgia. The Parties agree that any disputes arising from the Agreement shall be resolved before a single arbitrator before the American Arbitration Association in accordance with its commercial arbitration rules of arbitration. Any decision of the arbitrator may be made a judgment of any court of competent jurisdiction Time is of the essence of this Agreement. This Agreement may be executed in counterparts which, when taken together, shall constitute a single, fully executed document. PDF signatures shall, for purposes of the enforceability of this Agreement, be considered the same as original signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the year and date above written.

**Star C Corporation**

By: Audrea N. Rease  
Name: Audrea N. Rease  
Title: Executive Director

**Landlord**

Jane Doe

By (Printed Name): Jane Doe

Its (Title): Agent

Exhibit A

Property Info

Community Name	Address	# of Units	Rents by Unit Type	County	Elementary School	School Rank per schooldigger.com	Property Management Company	Property Manager Name	Email	Phone
Sample Property	405 Virginia St., Marietta, GA 30066	100	1 bd: \$799-\$949; 2 bd: \$1015-\$1165	Cobb	Fair Oaks Elementary	911	Management Co.	John Smith	<a href="mailto:Jsmith@evermgmt.com">Jsmith@evermgmt.com</a>	470-555-1212