

ILLINOIS COURT-BASED RENTAL ASSISTANCE PROGRAM LANDLORD GRANT AGREEMENT

- 1. CBRAP GRANT.** In order to help prevent the eviction of the above-named tenant household ("Tenant" or "Grantee") for non-payment of rent at the above-listed rental address (the "Rental Unit"), I the above-named landlord, or a duly authorized agent of the above-named landlord ("Landlord"), or the Grantee have requested that the Illinois Housing Development Authority ("IHDA"), located at 111 E. Wacker Dr., Suite 1000, Chicago, IL 60601, award funds on the Grantee's behalf from the Illinois Court-Based Rental Assistance Program ("CBRAP") in an amount not to exceed Ten Thousand and 00/100 Dollars (\$10,000.00) ("CBRAP Grant"). Effective October 1, 2026, IHDA is located at 225 N. Michigan Ave., Suite 800, Chicago, IL 60601. The CBRAP funds have been provided to IHDA by the Illinois Department of Human Services as part of the Home Illinois Program to prevent and end homelessness.
- 2. CBRAP GRANT STATUS.** Landlord's obligations under this Grant Agreement are conditioned upon the Grantee being approved for, and awarded, CBRAP Grant funds. Landlord acknowledges and understands that Landlord is executing this Grant Agreement in anticipation of the CBRAP Grant application being approved, but that such application will not be complete at the time this Grant Agreement is digitally signed and agreed to by the Landlord. Landlord acknowledges and understands that digitally signing and agreeing to be bound by the terms of this Grant Agreement is not a guaranty of funding of any kind. Landlord understands IHDA may prioritize applications based on the earliest eviction date or the pace at which court proceedings are progressing. IHDA does not discriminate on the basis of age, sex, race, color, religion, national origin, immigration status or citizenship, disability, veteran status, or genetic information. Landlord agrees to notify IHDA as soon as practicable if Landlord decides not to participate in CBRAP.
- 3. STRUCTURE OF CBRAP GRANT.** If Grantee's CBRAP application is approved for funding, the CBRAP Grant payment is issued directly to Landlord on Grantee's behalf to prevent the eviction of Grantee from the Rental Unit and to provide Grantee rental stability. CBRAP assistance is available as a one-time benefit per household within any 24-month period, regardless of assistance amount.
- 4. GRANT COVERAGE PERIOD.** The CBRAP Grant Coverage Period starts on the first day of the first month covered by the CBRAP Grant and ends on the last day of the last month covered by the CBRAP Grant, which may be a future month. CBRAP Grant funding may cover monthly rent that is in arrears , and up to two (2) months' future rent at Rental Unit.
- 5. GRANT AMOUNT.** The CBRAP Grant will be either in the amount of (a) Ten Thousand and 00/100 Dollars or (b) the amount the Landlord is willing to accept to bring the Grantee current on rent and prevent the eviction of Grantee from the Rental Unit, which shall not to exceed the amount verified to be past due during the Grant Coverage Period, up to two (2) months of prospective rent at the Rental Unit, and up to Seven Hundred and 00/100 Dollars (\$700.00) in eviction expenses, whichever is less. The CBRAP Grant will satisfy all outstanding money claims that Landlord has against the Tenant as of the date of CBRAP Grant approval. For purposes of clarity: if a tenant's verified past due rent is above \$10,000, the CBRAP Grant will only provide \$10,000 of assistance and the landlord is required to bring the tenant current as if the landlord received the past due amount.

6. NO EVICTION. Upon approval of Tenant's CPRAP Grant, and as a condition of receiving funds:

- a. Landlord shall not initiate, continue, re-file, or otherwise engage in eviction proceedings related to the Grant Coverage Period at the Rental Unit. In the event there is a pending eviction matter, Landlord will file to dismiss the eviction with prejudice, provide evidence that the dismissal with prejudice has been filed, and will not re-file or otherwise relitigate the eviction;
- b. Landlord shall not terminate the lease, nor commence, continue, file, re-file, or enforce any eviction proceedings, including any 5-day or 30-day notice, or any other notice of any kind, related to the Rental Unit for non-payment of rent, fees, or monetary damages of any kind, for a minimum of 60 (sixty) days following CBRAP Grant approval.
- c. Landlord may enter an agreed order of dismissal with a specific move-out date that does not otherwise conflict with the terms of this Grant Agreement. If Tenant fails to comply with the terms of the agreed order, Landlord may engage in legal proceedings solely to regain possession of the Rental Unit.

7. NO FEES. Landlord shall waive all fees, costs, penalties or fines (including, but not limited to, late fees, holdover rent charges, eviction costs, including court costs, legal fees and any other fees, costs, penalties, or fines) related to the Tenant's occupancy of the Rental Unit during the Grant Coverage Period. Landlord will not charge additional fees, costs, penalties or fines during the Grant Coverage Period. IHDA, in its sole discretion, may award Landlord up to Seven Hundred and 00/100 Dollars (\$700.00) for eviction costs incurred as part of the CBRAP Grant.

8. RIGHT TO CURE. Eligible tenants facing eviction in Cook County (not including Mount Prospect) may qualify for payment of past due rent and court costs up to Seven Hundred and 00/100 Dollars (\$700.00) so they may exercise their Right to Cure pursuant to City of Chicago Municipal Code 5-12-130 or the Cook County Residential Tenant Landlord Ordinance. To qualify, Tenants must be represented by an approved legal aid organization partnered with IHDA to provide support for CBRAP and meet all other CBRAP application and eligibility requirements. If approved, IHDA will issue a payment to the Landlord, sent to the legal aid organization, on the Tenant's behalf. Should Tenant exercise their Right to Cure, Landlord shall comply with all requirements of the applicable Municipal Code or Ordinance, as well as the terms and conditions of this Agreement. The total CBRAP Grant, including court costs, is capped at Ten Thousand and 00/100 Dollars (\$10,000.00), as described in Paragraph 5 herein.

9. NON-DISCRIMINATION. Landlord will comply with all federal, state and local laws, codes and ordinances relating to the lease of the Rental Unit, as applicable, including, but not limited to non-discrimination.

10. PROMISES, CERTIFICATIONS AND REPRESENTATIONS. Landlord understands that knowingly submitting false information may violate federal and State of Illinois law. As a condition of accepting the CBRAP Grant award, Landlord certifies under penalty of perjury, pursuant to 720 ILCS 5/32-2, the following:

- a. The CBRAP Grant award satisfies all outstanding money claims of Landlord against Tenant at the Rental Unit as of the date of the CBRAP Grant Approval.
- b. To the best of Landlord's knowledge, Grantee's CBRAP Grant is not duplicative of any other federal or state funded rental assistance.
- c. Landlord has not received or is not expected to receive aid from any source related to Tenant's past due rent for the Rental Unit during the Grant coverage period.
- d. All information in Landlord's CBRAP Grant application is truthful, accurate and complete.
- e. Landlord understands that the State of Illinois and IHDA may investigate the accuracy of Landlord's statements at any time, and Landlord shall provide all requested information and documentation in a timely manner, including, but not limited to, a fully executed copy of the current or most recent lease or occupancy agreement applicable to the Rental Unit.
- f. Landlord understands that IHDA will use the information in Landlord's CBRAP Grant application to evaluate Grantee household's eligibility for CBRAP funds, but IHDA is not obligated to provide any assistance.
- g. To the best of Landlord's knowledge, the members of Grantee's household (tenant, co-tenant, or any full-time occupants):
 - (i) resided in the Rental Unit during the months in arrears to which Grantee is seeking a CBRAP Grant;
 - (ii) resided in the Rental Unit as of the date of the CBRAP application and this Grant Agreement; and,
 - (iii) Unless IHDA has approved an application where Grantee and Landlord have entered an agreed order where Grantee will vacate the premises, Grantee does not intend to vacate the Rental Unit while participating in CBRAP.
- h. There is a valid Landlord-Tenant relationship. No one residing in the Rental Unit is a member of the Landlord's household.
- i. The terms of the lease or occupancy agreement, including, but not limited to, the amount of rent, is comparable to what is offered to independent third parties in the locality of the Rental Unit as determined by IHDA.
- j. Landlord understands that IHDA may contract with a third-party entity to assign random numbers to completed applications and that applying is not a guarantee of assistance for

the Grantee's household.

- k. Landlord understands that CBRAP funds are limited and may be insufficient to fund all eligible applicants. IHDA may prioritize applications with an imminent eviction date or by pace of court proceedings.
- l. Landlord understands that if the Rental Unit is part of a federally subsidized residential, or mixed-use property, CBRAP funds shall not be applied to costs paid, expected, or reimbursed under any other federal assistance.
- m. Landlord understands that if anyone in the household receives rental assistance other than the CBRAP Grant, the CBRAP Grant may only be used to pay the portion of the rent that is not paid for by the other rental assistance.
- n. Landlord will not apply CBRAP funds to any rent or other expenses unrelated to the Rental Unit that is the subject of this Grant Agreement.
- o. Landlord will provide IHDA all supporting documentation for the Rental Unit to verify the ownership of the Rental Unit or to otherwise process the application.
- p. If Grantee's CBRAP application is approved, Landlord shall deposit the CBRAP Grant payment and apply funds to Tenant's account without delay.

11. EXCESS or ERRONEOUS CBRAP GRANT AWARD FUNDS. Landlord acknowledges that if, for whatever reason, (a) the CBRAP Grant is more than the amount needed to satisfy the Tenant's rental arrearages, two months prospective rent at the Rental Unit, or both, or (b) Landlord receives payment in error as determined by IHDA in its sole discretion: Landlord shall promptly return any excess or erroneous funds to IHDA. A check for the overage or erroneous payment must be made payable to Illinois Housing Development Authority and mailed to IHDA care of JPMorgan Chase at one of the two addresses below. **PLEASE INCLUDE THE RENTAL UNIT ADDRESS AND TENANT NAME ON THE CHECK.**

Checks made payable to: Illinois Housing Development Authority

Overnight/Courier address is as follows:

Illinois Housing Development Authority
c/o JPMorgan Chase
P. O. Box 735034
131 S Dearborn, 6th Floor
Chicago, IL 60603

Regular Mail

Illinois Housing Development Authority
c/o JPMorgan Chase
P.O. Box 735034
Chicago, IL 60673-5034

12. STATE LAW. Landlord agrees to comply with applicable State laws.

13. LANDLORD DEFAULT. If there is a default as defined in this Paragraph 13, IHDA, at its sole discretion, may require Landlord reimburse IHDA the full amount of Grantee's CBRAP Grant plus reasonable fees, cost, and expenses, including but not limited to, attorney's fees. Upon Default, IHDA reserves all rights and remedies available at law or equity. No delay by IHDA in exercising its rights or remedies shall be deemed a waiver of any of its rights or remedies. Landlord is in "Default" if Landlord:

- a. breaches any of the terms and conditions of this Grant Agreement;
- b. fails to perform any of Landlord's obligations under this Grant Agreement or any other document in connection with CBRAP, including, but not limited the CBRAP Grant application;
- c. submits false information or makes material misrepresentations in violation of the promises, certifications, and representations made in this Grant Agreement;
- d. commits fraud in connection with any part of CBRAP; or,
- e. is identified by the US Attorney General as a participant or conspirator in any terrorist action.

14. LANDLORD WAIVERS. Amounts due and owing to IHDA remain valid without IHDA's formal request for payment. Landlord waives Landlord's rights to require IHDA to:

- a. issue a formal demand for payment of amounts due;
- b. give notice that amounts due have not been paid; or
- c. obtain an official certification of nonpayment.

15. INDEMNIFICATION. Landlord agrees to indemnify, hold harmless, and defend IHDA and its Members, officers, agents, employees, or contractors against, and hold them harmless from, liabilities, claims, damages, losses and expenses, including, but not limited to, legal defense costs, attorneys' fees, settlements or judgments, whether by direct suit or from third parties, arising out of or in connection with CBRAP, Grantee's performance under this Grant Agreement, the lease, the Rental Unit, or the Landlord. In no event shall IHDA be liable to the Landlord for any consequential or incidental damages, including, without limitation, lost profits, whatever the nature of the breach by the Landlord, Grantee, or IHDA of its obligations under this Grant Agreement or any of the documents provided in connection with the CBRAP Grant. Landlord waives all claims for consequential and incidental damages. Landlord agrees that in no event shall IHDA be liable to the Landlord for any damages whatsoever.

16. GIVING OF NOTICES. Any notices under this Grant Agreement shall be by electronic mail (e-mail). All e-mail communications must contain in the Subject line the name of the Grantee or applicant, the application number, and the address of the Rental Unit:

To Landlord:

Tenant Name
Rental Address
Case ID
Landlord Email

To Grantee: Tenant Name
Rental Address
Case ID
Tenant Email

To IHDA: Tenant Name
Rental Address
Tenant Case ID
Cbrap.info@ihda.org

17. INCOME TAX CONSIDERATIONS. IHDA provides no income tax advice and makes no representations regarding the tax implication of any CBRAP Grant and encourages Landlord seek professional tax counseling.

18. AMENDMENT. This Grant Agreement cannot be amended except in writing signed by IHDA.

19. SURVIVAL OF OBLIGATIONS. Landlord's obligations under this Grant Agreement survive the disbursement of the CBRAP Grant.

20. CONSTRUCTION OF AGREEMENT. The invalidity of any clause, part or provision of this Grant Agreement will not affect the validity of the remaining portions. At no time does IHDA waive sovereign immunity regardless of the invalidity of any other provision. Landlord agrees that this Grant Agreement and the rights and obligations of the parties under this Grant Agreement shall be governed by the laws of the State of Illinois, without reference to its conflict of law principles. If more than one party is executing this Grant Agreement as Landlord, then all such parties agree to be jointly and severally liable.

21. ELECTRONIC AND FACSIMILE SIGNATURES. IHDA reserves the right, in its sole and absolute discretion, to require original signatures or to rely on electronic, facsimile transmissions, or photocopies of facsimile transmissions, and Landlord hereby waives any rights to object to the validity of their signature based on IHDA's exclusive determination.

Landlord acknowledges that Landlord had an opportunity to review this Grant Agreement with an attorney, and Landlord understands and agrees to its terms and conditions.

22. THIRD PARTY BENEFICIARY. The parties hereto acknowledge and agree that the Grantee is a third-party beneficiary of this Grant Agreement. The Grantee shall be entitled to rely upon and entitled to enforce the provisions of this Agreement. Grantee's rights under this Paragraph 22 are not assignable.