

ILLINOIS COURT-BASED RENTAL ASSISTANCE PROGRAM TENANT GRANT AGREEMENT

1. **CBRAP GRANT.** In order to help prevent eviction for non-payment of rent at the above-listed rental address (the "Rental Unit"), I, the above-named tenant, ("Tenant" or "Grantee"), or the above-named landlord, or a duly authorized agent of the above-named landlord ("Landlord") is requesting that the Illinois Housing Development Authority ("IHDA"), located at 111 E. Wacker Dr., Suite 1000, Chicago, IL 60601, award funds from the Illinois Court-Based Rental Assistance Program ("CBRAP") on behalf of the Grantee, 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 8000, 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. **ELIGIBILITY.** Tenant acknowledges it meets the following minimum criteria:

- (a) Tenant's primary residence is the Rental Unit, which is located in Illinois;
- (b) Tenant is named in formal court eviction proceedings due to non-payment of rent;
- (c) Tenant is past due for at least one month of rent;
- (d) Tenant household's gross income does not exceed eighty percent (80%) of the Area Median Income;
- (e) Tenant is in a valid landlord-tenant relationship, evidenced by a lease or other rental agreement acceptable to IHDA; and
- (f) Tenant has not been approved for CBRAP assistance, including tenant direct assistance, in the previous twenty-four (24) months.

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.

3. **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.

4. **STRUCTURE OF CBRAP GRANT.** Unless Grantee is subject to Tenant Direct funding pursuant to Paragraph 8 below, the CBRAP Grant payment is issued to the Landlord on behalf of Grantee. CBRAP assistance, including Tenant Direct assistance, is available as a one-time benefit per household within any 24-month period, regardless of assistance amount.

5. **GRANT AMOUNT.** Grantee understands if Grantee's household is eligible pursuant to Paragraph 2 above, and if the CBRAP Grant application is approved for funding, CBRAP financial assistance may include the verified past due amount during the Grant Coverage Period, up to two (2) months of future rent at Rental Unit, and up to Seven Hundred and 00/100 dollars (\$700.00) in eviction expenses. The total assistance provided cannot exceed Ten Thousand and 00/100 dollars (\$10,000.00).

6. **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, including the terms of this Grant Agreement. If approved, IHDA will issue payment to the Landlord, sent to the legal aid organization, on Grantee's behalf. Total assistance, including court costs, is capped at Ten Thousand and 00/100 dollars (\$10,000.00), as described in Paragraph 5 herein.

7. **UNCOOPERATIVE LANDLORD.** Notwithstanding anything in this Grant Agreement to the contrary, if the Landlord refuses to complete the Landlord's portion of the CBRAP Grant application, refuses to sign the Landlord Grant Agreement as required by IHDA, refuses to provide the information necessary to fund the CBRAP Grant directly to the Landlord, or is otherwise uncooperative, Grantee may qualify for Tenant Direct funding per Paragraph 8 below. Prior to issuing Tenant Direct funding, IHDA will engage in an outreach process ("Landlord Outreach"). Unless waived by IHDA, Landlord Outreach is complete when:

(a) IHDA or its authorized designee has requested the Landlord's participation and Landlord has not responded within 14 days or prior to the CBRAP application portal closing, whichever is earlier; or

(b) Landlord confirms in writing that the Landlord does not wish to participate.

8. **TENANT DIRECT FUNDING.** In the event of an uncooperative Landlord as outlined in Paragraph 7 above, Tenant may qualify for CBRAP funding paid directly to Tenant to help secure alternative housing. For Grantee to be eligible for Tenant Direct Funding due to an uncooperative Landlord, Grantee must meet all other CBRAP application and eligibility requirements, including the terms of this Grant Agreement. If Grantee's CBRAP Grant application is approved for Tenant Direct Funding, payment of up to two (2) months' rent will be determined by the HUD Fair Market Rent at the Rental Unit.

Payment will be made to the Grantee and shall be used only for the securing of alternative housing following eviction or possible eviction from the Rental Unit by the uncooperative Landlord.

9. **CBRAP GRANT STATUS.** Grantee's obligations under this Grant Agreement are conditioned upon the Grantee's application, approval, and award of CBRAP Grant funds. Grantee acknowledges and understands that Grantee 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 Grantee. Grantee 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.

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

- (a) Grantee meets the minimum eligibility requirements of Paragraph 2.
- (b) If Grantee's CBRAP Grant includes funds for prospective rent, that such prospective rent is needed to secure housing stability.
- (c) Grantee's CBRAP Grant is not duplicative of any other federal or State funded rental assistance provided to Grantee's household.
- (d) All information in this Grant Application is truthful, accurate, and complete.
- (e) Grantee understands the State of Illinois or IHDA may investigate the accuracy of Grantee's statements at any time, and Grantee 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) Grantee understands that IHDA will use the information in Grantee's CBRAP application to evaluate Grantee's household for eligibility of CBRAP funds but is not obligated to provide the CBRAP Grant.
- (g) For funding of past due rent payments, the members of Grantee's household (tenant, co-tenant, or any full-time occupant) must:
 - i. have resided in the Rental Unit during the months in arrears to which Grantee is seeking a CBRAP Grant;
 - ii. reside in the Rental Unit as of the date of the CBRAP application and this Grant Agreement; and
 - iii. not voluntarily vacate the Rental Unit during the Grant Coverage Period.
- (h) There is a valid Landlord-Tenant relationship. No one residing in the Rental Unit is a member of the Landlord's household.
- (i) Grantee 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.

- (j) Grantee 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.
- (k) Grantee 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.
- (l) Grantee 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.
- (m) If IHDA has approved an application where Grantee and Landlord have entered an agreed order where Grantee has agreed to vacate the Rental Unit, Grantee shall vacate the Rental Unit by the agreed upon date.

11. **EXCESS or ERRONEOUS CBRAP GRANT AWARD FUNDS.** Grantee acknowledges that if, for whatever reason, (a) the CBRAP Grant exceeds the amount needed to satisfy the Grantee's rental arrearages, two months of prospective rent at the Rental Unit, or the cost to secure new rental housing pursuant to paragraph 8 of this Grant Agreement; or (b) Grantee receives payment in error, as determined by IHDA in its sole discretion:

Grantee 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.** Grantee agrees to comply with applicable State laws.

13. **GRANTEE DEFAULT.** If there is a default as defined in this Paragraph 13, IHDA, at its sole discretion, may require Grantee to 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. Grantee is in "Default" if Grantee or any individual residing in the Rental Unit:

- (a) breaches any of the terms and conditions of this Grant Agreement;
- (b) fails to perform any of Grantee's obligations under this Grant Agreement or any other document in connection with CBRAP, including, but not limited to 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. **GRANTEE WAIVERS.** Amounts due and owing to IHDA remain valid without IHDA's formal request for payment. Grantee waives Grantee'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. **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 Case ID, and the address of the Rental Unit:

To Grantee:

Tenant Name
Rental Address
Tenant Case ID
Tenant Email

To IHDA:

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

16. **INCOME TAX CONSIDERATIONS.** IHDA strongly encourages Grantee to seek professional tax counseling regarding the tax implications of a CBRAP Grant and must not rely on IHDA's representations at any time.

17. **INDEMNIFICATION.** Grantee 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, Landlord's performance under this Grant Agreement, the lease, the Rental Unit, or the Grantee. In no event shall IHDA be liable to the Grantee 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. Grantee waives all claims for consequential and incidental damages. Grantee agrees that in no event shall IHDA be liable to the Grantee for any damages whatsoever.

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

19. **SURVIVAL OF OBLIGATIONS.** Grantee'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. Grantee 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 Grantee, then all 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 Grantee hereby waives any rights to object to the validity of their signature based on IHDA's exclusive determination.

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