

ASSISTANCE AGREEMENT

(Use for RMMA or RMOTA)

For good and valuable consideration, this Assistance Agreement (“Agreement”) is made effective between the below identified participant (“Participant”) and the Pokagon Band of Potawatomi Indians (“Band”).

- 1. Assistance.** The Department of Housing shall provide the Participant with assistance under the Rental or Mortgage Monthly Assistance (“RMMA”) program and/or Rental or Mortgage One-Time Assistance (“RMOTA”) program in accordance with the All Programs Policy and Temporary Programs Policy (“Policies”), subject to the provisions of this Agreement. The Policies are incorporated into this Agreement.
- 2. Compliance.** The Participant shall: (a) comply fully with, and ensure that all Household Members comply fully with, all applicable laws, policies and procedures, including the Policies; and (b) always satisfy all eligibility requirements while participating in the RMMA or RMOTA. The Participant shall immediately notify the Department of Housing of any circumstance that may affect eligibility for the RMMA or RMOTA. Any violation of this Agreement by any Household Member shall be deemed a violation by the Participant.
- 3. Termination.** The Department of Housing shall retain the right to terminate this Agreement, and all assistance provided hereunder, if: (a) the Participant violates this Agreement; (b) the Participant fails to satisfy any eligibility requirement; (c) there is insufficient funding; or (d) the Band discontinues the Program. This Agreement shall automatically terminate on July 31, 2020, unless the Tribal Council extends the Program.
- 4. General.** This Agreement is the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes any prior conversations or writings. All amendments to the Policies shall be automatically incorporated into this Agreement. If this is any conflict between any provision of the Policies and this Agreement, the Policies shall control. Except as otherwise provided herein, this Agreement shall be amended only in writing signed by each party. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but together constitute the same agreement. Any facsimile, email PDF, photocopy, or screenshot and text of an executed signature page to this Agreement shall be deemed an original. No provision of this Agreement shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. This Agreement shall be interpreted pursuant to the laws of the Band. The Band has not waived the sovereign immunity of the Band or its officers or employees in connection with this Agreement. The Participant acknowledges that if any false or misleading information was provided in connection with the seeking assistance under the Policies, the Band shall retain the right to terminate this Agreement and to exercise or pursue all available remedies.

Participant

Pokagon Band of Potawatomi Indians

Signature

Signature

Print Name

Title

Date: _____

Date: _____