



Agreement for Participation the Landlord Risk Mitigation Fund (Landlord Agreement)

INTRODUCTION

Lane County (the County) has established the Landlord Risk Mitigation Fund (LRMF) to reimburse landlords who:

- a) Participate in the County’s ALL IN Rehousing Initiative, and
- b) Incur eligible damages.

AGREEMENT

The landlord listed below (the Landlord) agrees to participate in the County’s ALL IN Rehousing Initiative (ALL IN) and has entered into a Rental Agreement through ALL IN, referenced below, which creates a new tenancy that began after July 1, 2023.

Tenant(s) names: _____

Property Address/Unit #: _____

Landlord name: _____

Date Rental Agreement Signed: _____

To facilitate Landlord’s participation in ALL IN, and subject to all terms contained herein and all terms contained in documents that are referenced herein, the County agrees to reimburse Landlord for claims eligible for reimbursement up to a total of \$20,000 less any security deposits documented in the above-referenced Rental Agreement.

Claims eligible for reimbursement may include property damage, rent lost due to repairs or eviction, costs for cleaning the unit, costs for clearing/hauling services, and lease-break fees. A full list of losses eligible for reimbursement are included in the LRMF Policy Overview, which is incorporated herein by reference. Claims must be submitted according to all terms and conditions contained in the LRMF Claim Form, Exhibit A.

Landlord acknowledges that funding for this program is dependent on State budget allocations for ALL IN and is available on a first-come, first-served basis. If funds are depleted, then the County will provide notice to Landlords who have submitted a claim form and will post the status of the LRMF on the County’s website. Claim forms submitted when funding is not



available will be retained by the County and processed when additional funding from the State is available, if at all.

Landlord agrees to indemnify, defend, save and hold harmless Lane County, its officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever and to defend all claims, proceedings, lawsuits, and judgments resulting from, arising out of, or relating to the Landlord's operations under this agreement. Landlord will not be required to indemnify or defend Lane County for any liability arising solely out of wrongful acts of Lane County's own Commissioners, officers, employees, or agents.

Landlord agrees to all of the following:

- a) A claim may be denied, or the amount requested reduced if the County, in its sole discretion, determines that a claim or any part thereof is ineligible.
- b) Claim reimbursement decisions made by the County are final.
- c) Providing false, misleading, or incomplete information will result in the denial of a claim and may constitute an act of fraud.
- d) If Landlord receives payment for any damages included on an LRMF claim form from the tenant (in any manner), then Landlord must timely report same to the County.
- e) Failure to comply with any requirement of this program or terms and conditions contained herein or in documents referenced herein may result forfeiture of any claim and ineligibility to make any claim.

By:

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

FOR COUNTY USE ONLY:

| | | |
|---------------------------------|-----|-------|
| Landlord Agreement Received | By: | Date: |
| Eligibility for LGRM confirmed | By: | Date: |
| Entered on tracking spreadsheet | By: | Date: |
| Routed for Signature | By: | Date: |
| Mailed to Landlord | By: | Date: |



Landlord Risk Mitigation Fund Claim Form

This form is for Landlords, or their Agents who are seeking reimbursement for losses incurred from tenancies covered under the Governor's Executive Order 23-02 Rehousing Initiative. Funding applies to Rental Agreements issued as of July 1, 2023, through June 30, 2025, for households who received move-in cost assistance of security deposit/first month's rent through ALL IN Prevention or Re-housing assistance and are entering into a new lease/rent agreement are eligible to offer their landlord this opportunity. The LRMF claim form and required documents can be submitted to:

- 1) Lane County Human Services Division, 1132 Lawrence Ave., Eugene, OR 97401 Attention: LRMF, or;
- 2) Emailed to: riskmitigationfund@lanecountyor.gov or;
- 3) <https://www.cognitoforms.com/LaneCountyTechnologyServices/LandlordRiskMitigationProgramClaim>

You must complete and include the Landlord Agreement with your claim packet. You can find it on the county website:

[Landlord Risk Mitigation Fund - Lane County](#)

Note: All supportive documents may be uploaded into the Cognito Form above for fast and easy submission.

Important: Damage claims require photo documentation and may also include an onsite inspection. Claims are limited to \$20,000 above security, pet, and other deposits. All claims and supportive documentation must be submitted to Lane County within two months following the later date that either: (a) the tenancy terminates; (b) the Landlord obtains possession of the dwelling unit, or (c) rental payments to the Landlord from the All-In Rehousing Initiative program ends. Vacancy loss reimbursement is limited to the greater of two months' rent or \$2,000. Please refer to the Landlord Agreement for full program details.

| Landlord Information | | |
|--|----------------|-----------|
| Name: | | |
| Address: | | |
| City: | State: | ZIP Code: |
| Phone: | Email: | |
| Property Address for which Claim is Requested: | | |
| Tenant Information | | |
| Name(s): | | |
| Last Known Address: | | |
| City: | State: | ZIP Code: |
| Phone: | E-mail: | Fax: |
| Lease Sign Date: | Move Out Date: | |
| Reimbursement Request | | |
| Loss Type | Amount | |
| Property Damage | \$ | |
| Vacancy Loss Due to Repairs/Eviction (Max \$2,000 or up to two months' rent), whichever is greater) | \$ | |
| Cleaning Unit – Including biohazard material if applicable | \$ | |
| Clearing/Hauling Services | \$ | |
| Unpaid rent and utilities for which the tenant is responsible | \$ | |
| Late fees or lease-break fees (excluding cost of eviction). | \$ | |



| | | |
|---|--------------|-------|
| Other costs related to lease violations by tenant. (At the discretion of the county). | \$ | |
| SUBTRACT all deposits and other payments to Landlord: | \$ | |
| Total Reimbursement Request (not to exceed \$20,000): | \$ | |
| <input type="checkbox"/> Signed copy of Landlord Agreement | | |
| <input type="checkbox"/> Copy of the Rental Agreement (all pages, including addendums). | | |
| <input type="checkbox"/> Move In/Move Out Checklist | | |
| <input type="checkbox"/> Final accounting containing an itemization of damages, unpaid rent, and vacancy, and other loss. | | |
| <input type="checkbox"/> Completed W-9 showing the individual/company payee. | | |
| <input type="checkbox"/> Photo documentation of damages (if available). Subject to on site inspection at discretion of the county. | | |
| Legal Certification: | | |
| The landlord (property manager or agency) attests by signing this document that all entries including all attachment entries are true and correct, and that they have the express permission to request this reimbursement on behalf of the property owner. | | |
| _____ | _____ | _____ |
| Signature | Printed Name | Date |

| FOR LANE COUNTY OFFICE USE ONLY | | | |
|---------------------------------|--|----------------------------|--|
| Date Claim Received: | | (Intentionally left blank) | |
| Date Landlord Agreement Signed: | | Claim Payment Amount: | |
| Date Approved by HSD Staff: | | Date Check Requested: | |