

HOUSING ALTERNATIVES FOR URBAN STRENGTH (HAUS) PROGRAM LANDLORD PARTICIPATION AGREEMENT – **DRAFT 1-8-2026**

This Landlord Participation Agreement (“Agreement”) is entered into as of _____, 20____ (“Effective Date”), by and between the City of Tucson, an Arizona municipal corporation (“City”), and _____ (“Landlord”) (Collectively, City and Landlord the “Parties”).

BACKGROUND

- A. The City operates the Housing Alternatives for Urban Strength (HAUS) Program (“Program”) to assist eligible families in obtaining a rental unit they can afford;
- B. Landlord owns or controls certain residential rental property located in Tucson, Arizona, and desires to participate in the Program; and
- C. The Parties wish to establish the terms and conditions under which Landlord will lease residential units to Program participants.

The parties agree as follows:

TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 **Arizona Act** means the Arizona Residential Landlord and Tenant Act, A.R.S. §§ 33-1301 *et seq.*, as amended.
- 1.2 **Participant** means an individual or family approved by the City for assistance under the Program.
- 1.3 **Program Period** means the period of up to twelve (12) months from the date a Participant takes occupancy of a Unit, during which the City provides Program assistance.
- 1.4 **Unit** means a residential dwelling unit owned or controlled by Landlord and leased to a Participant under this Agreement.

2. LANDLORD OBLIGATIONS

- 2.1 **Compliance with Arizona Law.** Landlord shall comply with all applicable provisions of the Arizona Act and all other applicable federal, state, and local laws, ordinances, codes, and regulations governing residential rental property, including but not limited to:
 - (a) Fair Housing Act, 42 U.S.C. §§ 3601 *et seq.*;
 - (b) Arizona Fair Housing Act, A.R.S. §§ 41-1491 *et seq.*;

- (c) City of Tucson Building and Housing Codes; and
- (d) All applicable health and safety regulations.

2.2 Property Standards. Each Unit leased to a Participant shall:

- (a) Meet the habitability requirements of A.R.S. § 33-1324;
- (b) Pass any inspections required by the City prior to occupancy;
- (c) Maintain the Unit in compliance with all applicable codes throughout the tenancy;
- (d) Have functioning utilities, including water, electricity, gas (if applicable), and heating/cooling systems appropriate to the season.

2.3 Security Deposit Waiver. Landlord agrees to waive the requirement for a security deposit from any Participant for Units leased under this Agreement during the Program Period. The City's damage guarantee pursuant to Article 3 shall serve in lieu of a security deposit.

2.4 Lease Agreement. Landlord shall:

- (a) Enter into a written lease agreement with each Participant in accordance with the Arizona Act;
- (b) Provide the Participant with a copy of the lease agreement;
- (c) Ensure lease terms are consistent with this Agreement and the Arizona Act;
- (d) Not include lease provisions that waive or diminish the rights of tenants under the Arizona Act; and
- (e) Provide the City with a copy of each lease agreement executed with a Participant within five (5) business days of execution.

2.5 Rent and Payment.

- (a) Landlord shall charge rent at fair market rates comparable to similar units in the area;
- (b) Rent shall not be increased during the initial Program Period except as permitted by the lease agreement and the Arizona Act.

2.6 Cooperation with Participants and City.

- (a) Landlord agrees to work cooperatively with Participants to support their successful transition to stable housing;

- (b) Landlord shall provide reasonable accommodations for Participants as required by fair housing law;
- (c) Landlord shall communicate promptly with the City regarding any issues affecting the tenancy, including maintenance concerns, lease violations, or problems with rent payment;
- (d) Landlord agrees to participate in reasonable conferences or meetings with the City and Participant to resolve any tenancy issues;
- (e) Before initiating any eviction proceedings against a Participant during the Program Period, Landlord shall provide written notice to the City at least ten (10) days in advance, except in cases of emergency threatening health or safety.

2.7 Non-Discrimination. Landlord shall not discriminate against any Participant or prospective Participant based on race, color, religion, sex, disability, familial status, national origin, sexual orientation, gender identity, source of income, or any other protected classification under federal, state, or local law.

2.8 Credit and Criminal Background. The city encourages Landlords to consider applicants holistically and recognize that past circumstances do not necessarily predict future tenant performance. With the City's damage guarantee as a safety net, Landlords should consider applicants who might otherwise be overlooked. Final tenancy decisions remain at the Landlord's sole discretion. **2.9 Notice Requirements.** Landlord shall provide all notices required under the Arizona Act and shall simultaneously provide copies of any notices to Participants to the City at the following address:

City of Tucson
Housing and Community Development Department
HAUS Program
[Address]
Tucson, AZ [ZIP]
Email: [Email Address]

3. CITY'S DAMAGE GUARANTEE

3.1 Guarantee of Damages. Subject to the terms and conditions of this Agreement, the City guarantees to Landlord payment for reasonable damages to a Unit caused by a Participant beyond ordinary wear and tear, up to a maximum of [\$2,500] per Unit, during the Program Period, unless Landlord terminates this Agreement or materially breaches any obligation hereunder.

3.2 Covered Damages. The City's guarantee covers:

- (a) Physical damage to the Unit beyond ordinary wear and tear;
- (b) Damage to fixtures, appliances, or other property owned by Landlord and provided with the Unit;

- (c) Unpaid rent during the Program Period, up to the maximum guaranteed amount;
- (d) Reasonable costs for cleaning the Unit if left in an unsanitary condition beyond ordinary wear and tear; and
- (e) Reasonable costs to repair damage caused by unauthorized occupants or guests.

3.3 Exclusions. The City's guarantee does NOT cover:

- (a) Ordinary wear and tear;
- (b) Damages existing prior to the Participant's occupancy;
- (c) Damage caused by Landlord's failure to maintain the property;
- (d) Damages resulting from Landlord's negligence or intentional acts;
- (e) Damages covered by Landlord's insurance;
- (f) Loss of rent beyond the Program Period;
- (g) Attorney's fees or court costs;
- (h) Consequential or punitive damages.

3.4 Claims Process.

- (a) To submit a claim under this guarantee, Landlord shall provide written notice to the City within thirty (30) days after the Participant vacates the Unit or the Program Period ends, whichever occurs first;
- (b) The notice shall include:
 - i. A detailed description of the damage claimed;
 - ii. An itemized estimate or invoice for repairs from a licensed contractor;
 - iii. Photographs or video documentation of the damages;
 - iv. A copy of the move-in inspection report;
 - v. A copy of the lease agreement;
 - vi. Documentation of any rent arrearages; and

- vii. Evidence that damages exceed ordinary wear and tear.
- (c) The City shall have thirty (30) days to inspect the Unit and review the claim;
- (d) The City may require additional documentation or information; and
- (e) The City reserves the right to obtain independent estimates for repair costs.

3.5 Payment of Claims.

- (a) The City shall approve or deny claims within sixty (60) days of receipt of a complete claim;
- (b) If approved, the City shall pay the approved amount within thirty (30) days;
- (c) The City may approve partial payment if some claimed damages are not covered or amounts are unreasonable;
- (d) Payment shall be made to Landlord by check or electronic transfer; and
- (e) Acceptance of payment constitutes Landlord's release of all claims against the City and the Participant for the covered damages.

3.6 Mitigation. Landlord shall take reasonable steps to mitigate damages and shall not unreasonably delay repairs or re-letting of the Unit.

3.7 Limit on Liability. The City's total liability under this Agreement shall not exceed [\$2,500] per Unit per Program Period. This guarantee does not create a debtor-creditor relationship or constitute a loan.

4. TERM AND TERMINATION

4.1 Term. This Agreement shall commence on the Effective Date and continue until _____, 20____, unless earlier terminated as provided herein.

4.2 Termination by City. The City may terminate this Agreement:

- (a) Immediately upon written notice if Landlord breaches any material term of this Agreement;
- (b) Immediately if Landlord is found to have violated fair housing laws or the Arizona Act;
- (c) With thirty (30) days' written notice for convenience; and
- (d) Immediately if continued participation would violate applicable law or City policy.

4.3 Termination by Landlord. Landlord may terminate this Agreement with sixty (60) days prior written notice to the City. Upon Landlord's termination of this Agreement, the City's guarantee obligations shall simultaneously terminate and be of no further force or effect.

4.4 Effect of Termination.

- (a) Termination of this Agreement does not terminate any lease between Landlord and a Participant;

The City's damage guarantee covers each Participant during the first year of tenancy on Landlord's property, provided, however, that such guarantee shall terminate upon termination of this Agreement, even if the one-year period has not expired.

- (b) Landlord shall continue to comply with all lease obligations and applicable law.

5. INSURANCE AND INDEMNIFICATION

5.1 Landlord's Insurance. Landlord shall maintain, at Landlord's expense:

- (a) General liability insurance with minimum limits of \$1,000,000 per occurrence;
- (b) Property insurance covering the Units.
- (c) Such other insurance as required by law or prudent business practice.

5.2 City's Insurance. The City maintains self-insurance and shall maintain coverage adequate to meet its obligations under this Agreement.

5.3 Tenants Insurance. The City may pay for up to twelve (12) months of renters' insurance at the time of move-in, if required for tenants and/or if it is a part of the standard lease terms. The insurance provider will be selected by the City. **5.4**

5.4 Indemnification by Landlord. To the fullest extent permitted by law, Landlord shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from:

- (a) Landlord's breach of this Agreement;
- (b) Landlord's negligent or intentional acts or omissions;
- (c) Landlord's failure to comply with applicable law;
- (d) Bodily injury, death, or property damage caused by the condition of the Unit, except to the extent caused by a Participant's negligence or intentional acts.

5.5 No City Indemnification. The City does not indemnify Landlord except as specifically provided in Article 3 (Damage Guarantee). Nothing in this Agreement shall be construed as a waiver of the City's governmental immunity.

6. GENERAL PROVISIONS

6.1 Independent Contractor. Landlord is an independent contractor and not an employee or agent of the City. Nothing in this Agreement creates an employment relationship, partnership, or joint venture.

6.2 No Assignment. Landlord may not assign this Agreement or any rights hereunder without the prior written consent of the City.

6.3 Notices. All notices required or permitted under this Agreement shall be in writing and delivered by:

- (a) Personal delivery;
- (b) Certified mail, return receipt requested;
- (c) Email with confirmation of receipt; or
- (d) Nationally recognized overnight courier service.

Notices to City:

City of Tucson
Housing and Community Development Department
[Address]
Tucson, AZ [ZIP]
Attn: HAUS Program Administrator
Email: [Email]

Notices to Landlord:

Email address: _____

6.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral, relating to this subject matter.

6.5 Amendments. This Agreement may be amended only by written instrument signed by both parties.

6.6 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving party. A waiver of any breach shall not constitute a waiver of any subsequent breach.

6.7 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

6.8 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. Any action arising under this Agreement shall be brought in the Superior Court of Pima County, Arizona.

6.9 Arizona Law Requirements.

- (a) This Agreement is subject to the provisions of A.R.S. § 38-511 (Cancellation of political subdivision contracts);
- (b) In accordance with A.R.S. § 35-393.01, Landlord certifies that it does not participate in any boycott of Israel;
- (c) Pursuant to A.R.S. §§ 23-214(A) and 41-4401, Landlord shall register with and participate in the federal E-Verify program if required by law.

6.10 Public Records. Landlord acknowledges that this Agreement and related records may be subject to public disclosure under Arizona public records law, A.R.S. §§ 39-121 *et seq.*

6.11 Compliance with City Requirements. Landlord shall comply with all applicable City of Tucson ordinances, policies, and procedures.

6.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6.13 Authority. Each party represents and warrants that it has full authority to enter into this Agreement and that the person signing below is authorized to bind the party.

6.14 Construction. This Agreement has been reviewed by both parties and their respective counsel. No provision shall be construed against either party on the basis that the party drafted the provision.

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

CITY OF TUCSON

By: _____
Name: _____
Title: _____
Date: _____

LANDLORD

By: _____
Name: _____
Title: _____
Date: _____

Property Address(es) Covered by this Agreement:

DRAFT