

**NYS HTFC/Rural Rental Assistance Program
Repayment Agreement**

Date: _____

Tenant Name: _____

Owner Name: _____

Address: _____

Owner Address: _____

Project Name: _____

Project RRAP Contract #: _____

Total Unauthorized Assistance to be repaid: \$ _____

I (the named Tenant) hereby agree to enter into a Repayment Agreement not to exceed 60 months for the unauthorized assistance noted above and agree to make payments in accordance with the installment information shown below. Please note, including the reimbursement amount, the required Total Monthly Payment amount cannot exceed 40% of the family's monthly adjusted income. The tenant may agree to waive this provision and pay an amount above the 40% threshold.

- I elect to repay the full amount.**
- I elect to repay by installment.**
- I decline to repay.**

This is the total amount if paying in lump sum: \$ _____.

This is due within thirty (30) days of execution of this agreement.

The first installment in the amount of \$ _____ will be due and payable on the 1st day of _____.

Thereafter, regular installments each in the amount of \$ _____ will be due and payable to the Landlord on the 1st day of each month until the full Amount of the claim is paid. The tenant has the right to pay additional payments or the full amount due at any time without penalty.

Upon default in the payment of any one of the above installments the entire debt may be declared immediately due and payable, and other action may be taken to collect the full amount owed. Tenant failure to reimburse is considered non-payment of rent and may lead to termination of rental assistance and/or eviction. NYS HTFC RRAP reserves the right to pursue prosecution in the event of default.

Tenant Signature: _____ **Date:** _____

Owner/Agent/Landlord Signature: _____ **Date:** _____