

**Attachment B**

**City of McPherson  
Property Owner Rental Agreement**

THIS AGREEMENT, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of McPherson (hereinafter referred to as the Local Public Body) and \_\_\_\_\_ Landlord/Owner (hereinafter referred to as the Owner),

WITNESSETH:

WHEREAS, the Local Public Body has provided the Owner financial assistance for the repair and rehabilitation of property located at \_\_\_\_\_; and

WHEREAS, the Owner, at the time of receipt of financial assistance from the Local Public Body was renting or had plans to rent the aforementioned property to persons of low- and moderate- income, as defined by the Local Public Body on data from the U.S. Department of Housing & Urban Development.

NOW THEREFORE, the parties hereto do mutually agree as follows:

TERM: This Agreement shall be in effect for a period of three (3) years after the issuance of a Certificate of Completion.

In the event the property is sold during the term of this Agreement, the Owner shall compensate the Local Public Body in an amount as set forth in the Repayment Agreement dated \_\_\_\_\_. Provided, however, that should the purchaser agree, in writing, to all of the terms and conditions herein, the City Council may allow the purchaser to assume the obligations set forth herein and defer payment.

1. Whereas, the Owner further agrees that any subsequent tenants renting this property within three (3) years from the date of this agreement will have an income that does not exceed the most recently published Department of Housing & Urban Development Section 8 low- to moderate- income guidelines. Also, the monthly rental payment may not exceed the current monthly payment of \$\_\_\_\_\_ (an annual Federal cost of living increase is allowed), or the Fair Market Rents (FMR) as published annually by HUD, for the county where the real property is located, whichever is less.
2. The homeowner of any rental unit receiving CDBG grant funds for rehabilitation also agrees to allow the City of McPherson or its appointed representative access to the property to perform an annual HQS inspection, for a minimum of the 3 years after the

rehab work is finished. Any HQS deficiencies discovered during the annual inspection will need to be brought into compliance at the landlord's expense.

4. The Owner shall not discriminate against a person or persons on the basis of race, creed, color, sex, age, or national origin in the renting or leasing of property repaired with financial assistance provided by the Local Public Body.

Further, any default by the Owner on the above conditions will result in the Owner repaying the grant according to the Repayment Agreement dated \_\_\_\_\_.

IN WITNESS WHEREOF, the Local Public Body and Owner have executed this Agreement as of the date first above written.

**City of McPherson**

By: \_\_\_\_\_ Date: \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Public: \_\_\_\_\_

My appointment expires: \_\_\_\_\_

Owner(s)

\_\_\_\_\_  
Signed: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Signed: \_\_\_\_\_ Date: \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Public: \_\_\_\_\_

My appointment expires: \_\_\_\_\_