



The County of Jefferson
DEPARTMENT OF SOCIAL SERVICES

Human Services Building 250 Arsenal Street, Watertown, New York 13601

VENDOR #: _____

DIRECT RENT AGREEMENT

In consideration of the payments to be made by the Jefferson County Department of Social Services (hereinafter referred to as the "Department"), located at 250 Arsenal Street, Watertown, New York, regarding the "Premises" located at _____, _____, _____ (hereinafter referred to as the "Landlord") located at _____, _____, and _____ (hereinafter referred to as the "Tenant") located at _____, the Tenant and Landlord agree as follows:

1. The Tenant shall remain legally responsible for the payment of any and all rents regarding the Premises, and this agreement does not obligate the Department to make any payment to the Landlord not properly payable under New York Social Services Law, including, but not limited to, instances when the Tenant has moved, and their belongings have remained at the Premises.
2. It is the Tenant's responsibility to notify the Landlord and the Department when they move from the Premises, and they shall immediately notify both the Landlord and the Department of their move.
3. The Department's responsibility for payment ends when the Tenant moves from the Premises or when the public assistance case is closed pursuant to New York Social Services Law.
4. The Landlord shall only be entitled to payment from the Department for that period when the Tenant occupied the Premises, and was entitled to receive public assistance pursuant to New York Social Services Law.
5. The Landlord shall not be entitled to retain any overpayment or extra payment made to the Landlord by the Department through Department error or otherwise. The Landlord shall return such overpayment or extra payment to the Department immediately upon notification of such overpayment or extra payment by the Department. For the purposes of this agreement, an overpayment or extra payment shall mean any payment made by the Department in excess of the amount the Tenant is entitled to have paid to the Landlord for any housing assistance from the Department pursuant to New York Social Services Law. In the event that the Landlord fails to return or repay such overpayment or extra payment to the Department in a timely manner, the Department shall be entitled to recover such sum in New York State Court and to collect reasonable attorneys fees for any recovery requiring the intervention of the court.
6. The Tenant will be responsible for any difference in unpaid rent not covered by direct rent payments made by the Department to the Landlord. Regular payments shall be released by mail from the Department by the fifth business day of the month in which rent is due.
7. The Tenant retains the responsibility of giving proper notice when there is an address change. The Department will terminate direct rent payments to the Landlord the date that the Tenant moves whenever possible.
8. Nothing in this agreement shall prevent the recovery of any money paid by the Department on the Tenant's behalf from the Tenant in accordance with New York Social Services Law, and the possibility of recovery from the Tenant shall not prevent the Department from recovering such money from the Landlord in furtherance of this agreement.

By signing this agreement the parties have agreed to the terms and conditions contained herein.

Date _____

Worker's Name
For the Jefferson County Department of Social Services

Date _____

Landlord

Date _____

Tenant