

# SAMPLE

## DUPLICATION OF BENEFITS STATEMENT

The certification is divided into three (3) components:

1. Assistance received from government, bank and any and all other rental/mortgage and/or utility assistance received by or anticipated to be received by household;
2. Attachments;
3. Signature(s) Read each component in full and provide the accurate information.

### **Part 1. Government, Bank, and Other Funding Sources Duplication of Benefits Certification.**

This certification must be completed by all applicants that will receive any assistance from the Emergency Assistance Grant Program being offered by the (INSERT GRANTEE NAME). The information within this certification will provide the (INSERT GRANTEE NAME) with vital information for ongoing evaluation of duplication of benefits as required by the Stafford Act Section 312, as amended and the Coronavirus Aid, Relief, and Economic Security Act. This section identifies any sources of mortgage or rental and/or utility assistance funds that an applicant has received or anticipates receiving. Sources of funds include but are not limited to: Federal, state, and local grant programs, subsidized loans, or nonprofit donations or grants.

Please indicate below the amount allocated from any and all funding sources.

Source of Funds #1

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List Grant Provider Name & Purpose /List Specific Use Amount

Government Loan, Government Grant Government, Forgivable Loan, Nonprofit Grant, Nonprofit Forgivable Loan, Other: \_\_\_\_\_

Source of Funds #2

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List Grant Provider Name & Purpose /List Specific Use Amount

Government Loan, Government Grant, Government Forgivable Loan, Nonprofit Grant, Nonprofit Forgivable Loan, Other: \_\_\_\_\_

Source of Funds #3

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List Grant Provider Name & Purpose /List Specific Use Amount

Government Loan, Government Grant, Government Forgivable Loan, Nonprofit Grant, Nonprofit Forgivable Loan, Other: \_\_\_\_\_

Check if no other assistance has been received by the Applicant.

Check if the Applicant has not and is not receiving any other form of mortgage, security deposit, rental and/or utility assistance.

**Part 2. Attachments to this certification are copies of the following:**

- A. Award letter for any assistance received from other rental and/or utility assistance programs or summary of award received as well as documentation of use of funds.

**Part 3. Signature**

By executing this certification, Applicant(s) acknowledge and understand that Title 18 United States Code Section 1001: (1) makes it a violation of federal law for a person to knowingly and willfully (a) falsify, conceal, or cover up a material fact; (b) make any materially false, fictitious, or fraudulent statement or representation; OR (c) make or use any false writing or document knowing it contains a materially false, fictitious, or fraudulent statement or representation, to any branch of the United States Government; and (2) requires a fine, imprisonment for not more than five (5) years, or both, which may be ruled a felony, for any violation of such Section.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

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Applicant Signature Print Applicant name

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Joint Applicant Signature Print Joint Applicant name

# **SAMPLE**

## **SUBROGATION AGREEMENT**

This Subrogation and Assignment Agreement (“Agreement”) is made and entered into on this day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (“Applicant”) and the \_\_\_\_\_ (“Grantor”).

In consideration of Applicant’s financial situation or the commitment by Grantor to evaluate Applicant’s application for the receipt of funds (collectively, the “Grant”) under the (INSERT\_GRANTEE\_NAME) Emergency Assistance Grant Program (the “Program”) administered by Grantor,

Applicant hereby assigns to Grantor all of Applicant’s future rights to reimbursement and all payments received from any grant, subsidized loan, or assistance under any rental and/or utility assistance programs that are determined in the sole discretion of (GRANTEE\_NAME) to be a duplication of benefits (“DOB”) as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from a federal grant or any other source, and whether or not such amounts are a DOB, shall be referred to herein as “Proceeds,” and any Proceeds that are a DOB shall be referred to herein as “DOB Proceeds.” Upon receiving any Proceeds not listed on the Duplication of Benefits Certification, the Applicant agrees to immediately notify the Grantor of such additional amounts. The Grantor will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the Grantor.

Applicant’s assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Applicant’s name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the Grantor. Applicant further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Applicant would be entitled to under any applicable housing assistance program.

If requested by the Grantor, Applicant agrees to execute such further and additional documents and instruments as may be requested to further and better assign to the Grantor, to the extent of the Grant paid to Applicant under the Program, the Policies, any amounts received under the Program that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the Grantor to consummate and make effective the purposes of this Agreement.

Applicant explicitly allows the Grantor to request of any organization with which the Applicant has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by the Grantor to monitor/enforce its interest in the rights assigned to it under this Agreement and give Applicant’s consent to such company to release said information to the Grantor.

Applicant represents that all statements and representations made by the Applicant regarding Proceeds received by the Applicant shall be true and correct as of the date of Closing.

NOTICE: Applicant executing this Agreement are hereby notified that intentionally or knowingly making a materially false or misleading written statement to obtain assistance, property or credit is a violation of

Title 18 United States Code Section 1001 and, depending upon the amount of the Grant, is punishable by a fine, imprisonment for not more than five (5) years, or both, which may be ruled a felony, for any violation of such Section.

The Applicant executing this Agreement hereby represents that he/she has received, read, and understands this notice of penalties for making a materially false or misleading written statement to obtain the Grant.

In any proceeding to enforce this Agreement, the Grantor shall be entitled to recover all costs of enforcement, including actual attorney's fees.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Applicant Signature

Print Applicant name

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Joint Applicant Signature

Print Joint Applicant name