

**CITY OF COMMERCE
SENIOR RENT SUBSIDY PROGRAM
WAIVER AND RELEASE OF LIABILITY FORM**

I understand that the City of Commerce ("City") has re-established the Senior Rent Subsidy Housing Program ("Program") to financially assist elderly low-income individuals with their monthly rent. I further understand and agree that in order to participate in the Program I must meet the Program's eligibility requirements. I further understand and agree that the City did not require me to live at the residential rental unit where I reside, or will be residing, and that I voluntarily chose to live in said unit.

I further understand and agree that the City is offering the Program as a public service in the interest of assisting those with the greatest housing needs. I represent that I have read the Program's eligibility requirements. I represent that I voluntarily applied to participate in the Program, and that I am in full compliance with the Program's eligibility requirements.

I have further sought the consent of my landlord, who by signing this form, has agreed to participate in the Program, and agrees to:

- (1) The waivers and releases of liability as discussed herein;
- (2) To maintain rents at or below the Section 8 rental limits for Los Angeles County, pursuant to the 2018 Income Guidelines and Fair Market rents Chart; and
- (3) Accept from the City a monthly payment of \$400.00 comprising of the rent subsidy on behalf of the applicant/occupant, which will be credited by the landlord/owner toward the monthly rent payable by applicant/occupant to the landlord/owner under the governing rental lease.

I further understand that a "home visit" and/or "Interview" by City staff at my residential rental unit is to ensure adherence to minimum eligibility requirements. I further understand that the City does not guarantee or make any warranties with regard to the safety or habitability of the residential rental unit. I am aware that there may be dangers or risks to which I may be exposed by living at the residential rental unit, and agree to hold the landlord, and not the City, responsible for any negligence, if any.

In consideration for participating in the Program, at no charge to me, I hereby agree to indemnify and hold harmless, waive, discharge and release from any legal liability and agree not to sue the City of Commerce its officials, officers, administrators, employees, agents, and volunteers, (hereinafter, collectively "City"), from any and all injuries or death, damages to property, actions, causes of action, claims, and demands whatsoever, and from all liabilities, suits, debts, controversies, agreements, promises, damages, judgments, executions, claims and demands whatsoever, at law or in equity against the City caused by, or to have resulted from the Program, or from participating in the Program, whether or not caused by the negligence, including gross negligence, of the foregoing parties.

Section 1542 of the California Civil Code states in pertinent part, "A general release does not extend to the claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

It is the specific intent and purpose of this Waiver and Release of Liability to release and discharge any and all claims and causes of action of any kind or nature whatsoever, whether known or unknown and whether specifically mentioned or not, which may exist or might be claimed to exist at or prior to the date of this Waiver and Release of Liability form, and I specifically waive any claim or right to assert that any cause of action or alleged cause of action or claim or demand has been, through oversight or error or intentionally or unintentionally, omitted from this Waiver and Release of Liability form.

I further understand that the City may determine, at any time, in its sole discretion, that available funding for the Program is insufficient to support continued assistance. In this event, I acknowledge and accept that my participation in the Program does not entitle me to a continuing benefit, and instead, the City may terminate my rent subsidy at any time. Applicant/occupant and landlord/owner further understand that the City will make a monthly payment of the rent subsidy directly to the landlord/owner on behalf of the applicant/occupant, which will be credited by the landlord/owner toward the monthly rent payable by applicant/occupant to the landlord/owner under the governing rental lease (and applicant/occupant remains responsible for paying the landlord/owner the balance of the monthly rent). As applicant/occupant, I certify that I will not use the amounts of rent subsidy I receive from the City as evidence of income, or lack thereof, as the rent subsidy payment is being made directly from the City to the landlord/owner of the residential rental unit, and said payment is not being made directly to me.

I have an obligation to notify the City within seven (7) calendar days, in writing, if any of my occupancy or financial circumstances have changed, making me ineligible to participate in the Program.

This release from liability is binding on me and my family and all my heirs, successors and assigns, and any other person claiming by, under, or through me.

I have carefully read and understand this Waiver and Release of Liability Form, and sign it voluntarily:

Applicant's / Occupant's Name [Print]:	Landlord / Owner's Name [Print]:
Address:	Address:
Phone Number	Phone Number:
Signature: _____ Date: _____	Signature: _____ Date: _____
City Official Name [Print]:	City Official Signature: _____ Date: _____