

COUNTY OF SUFFOLK



DEPARTMENT OF SOCIAL SERVICES

SECURITY AGREEMENT

THIS AGREEMENT is among the Suffolk County Department of Social Services ("SCDSS"), a county social services district of the State of New York, having its principal offices at 3085 Veterans Memorial Highway, Ronkonkoma, New York, 11779, and

LANDLORD(S): _____ and _____
(please print)
doing business as (if applicable): _____
residing/having an office at _____

_____, and

TENANT(S): _____ and _____
(please print)

WHEREAS, THE LANDLORD requires security against non-payment of rent and/or damages as a condition to renting to the TENANT; and

WHEREAS, Section 143-c of the Social Services Law and Section 352.6 of the New York State Social Services Regulations permit the LANDLORD to be secured by means of an appropriate agreement between the LANDLORD and SCDSS, and sufficient funding exists in the Suffolk County Operating Budget;

NOW, THEREFORE, in consideration of the foregoing, the above named parties agree as follows:

TENANT RENTAL ADDRESS: Shall be _____
in the County of Suffolk and State of New York (the "PREMISES").

TERM OF AGREEMENT: Shall be for the period of TENANT's tenancy or occupancy of the Premises.

TOTAL AMOUNT OF SECURITY AGREEMENT: \$ _____ .00
WRITTEN AMOUNT: _____ dollars

TERMS AND CONDITIONS: Shall be as set forth in Exhibit A on the back of this form. Take note that to be valid the signatures of all parties must be affixed and that the agreement is not transferable to another unit or landlord (see Exhibit A-13).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latest date written below.

LANDLORD(S): _____ and _____
signature signature

Date: _____ Date: _____

TENANT(S): _____ and _____
signature signature

Date: _____ Date: _____

DEPARTMENT USE ONLY

Authorized By: _____ Date: _____
Signature

Print Name

**SECURITY AGREEMENT
EXHIBIT A
(TERMS AND CONDITIONS)**

1. This agreement is security for the payment of unpaid rent and/or actual damages, not in excess of the TOTAL COST OF AGREEMENT, in the event that the TENANT shall vacate the PREMISES prior to the end of the term of the lease executed by the LANDLORD and TENANT, or in the event that the TENANT is responsible for damages to the PREMISES. The term "damages" shall not include cleaning, remodeling, replacement of appliances and/or fixtures, repainting, and other items of a similar nature, arising from normal wear and tear.
2. LANDLORD(S) represent(s) and warrant(s) that LANDLORD(S) is/are the owner of the PREMISES and that no other person has, or at the time of any payment of a claim hereunder shall have, any right superior to LANDLORD'S to any rent, rent security or payment for damages to the PREMISES by assignment of rents or otherwise.
3. The LANDLORD agrees that in the event it becomes necessary to make a claim hereunder for the non-payment of rent or damages the LANDLORD will submit a sworn Landlord Claim form to SCDSS setting forth the basis for the claim and shall attest to the accuracy and completeness of the documentation submitted in support of the claim.
4. The LANDLORD agrees to notify SCDSS within five (5) days after the TENANT vacates the premises, or be subject to collections of any outstanding rent or security. The LANDLORD agrees that no claims hereunder may be submitted until the premises are vacated by the TENANT and that claims hereunder shall be submitted within ten (10) days after the vacating of the premises.
5. As a condition precedent to the payment for damages hereunder, the PREMISES shall have been vacated by the TENANT and not reoccupied by another tenant or occupant and shall have been inspected by representatives of SCDSS to confirm the alleged damages. SCDSS will complete such inspection within ten (10) working days after receipt of the Landlord Claim Form under paragraph 3 above. If the inspection does not confirm damages for which the TENANT is responsible, no payment shall be made hereunder for damages. The inspection may be waived by SCDSS in its sole discretion.
6. SCDSS agrees to pay the LANDLORD unpaid rent and/or damages confirmed by investigation of alleged unpaid rent, and/or inspection under paragraph 5 above, by representatives of SCDSS, not in the aggregate in excess of the TOTAL COST OF AGREEMENT, and shall have no further liability hereunder. Payment by SCDSS shall not discharge any liability of the TENANT to LANDLORD except to the extent of such payment. The TENANT shall remain liable to the LANDLORD for any other rent or damages, but this Agreement contains the entire obligation and liability of SCDSS to LANDLORD in connection with the TENANT'S leasing and occupancy of the PREMISES, and payment in accordance with the terms of the Agreement shall bar and fully discharge any and all claims whatsoever that LANDLORD may now or hereafter have against SCDSS in connection with the TENANT'S leasing and occupancy of the PREMISES.
7. The TENANT agrees that in the event it becomes necessary for SCDSS to pay rent or damages hereunder to LANDLORD, the TENANT will reimburse SCDSS for any such payments. The TENANT understands and agrees that any and all monies paid hereunder are to be considered an overpayment to be recovered pursuant to the provisions of Section 352.31(d) of the New York State Social Services Regulations.
8. All notices and claims hereunder are to be submitted to SCDSS Housing Division, Inspection Unit, at P.O. Box 18100, Hauppauge, NY 11788, and claims are to be made on SCDSS Landlord Claim Forms. Claim form can be printed from website at:
<http://www.suffolkcountyny.gov/departments/socialservices/housingpackageinformation.aspx>.
9. In the event that SCDSS rejects a claim hereunder in whole or in part, the LANDLORD may request an administrative conference to review SCDSS' decision. An administrative conference shall mean an informal meeting at which the LANDLORD may have the rejection of the claim reviewed by SCDSS to determine if the decision of SCDSS should be modified. In the event that SCDSS and the LANDLORD shall not agree as a result of such administrative conference, any remaining dispute shall be submitted to arbitration before an impartial arbitrator who shall be designated by the Commissioner of General Services of the County of Suffolk. The LANDLORD agrees that such administrative conference and arbitration shall be exhausted before any legal action may be taken and that such arbitrator's decision shall not be vacated or modified except as provided in Section 7511 of the Civil Practice Law and Rules.
10. Nothing herein shall be construed as impairing SCDSS' authority to withhold the payment of rent as provided by the Social Services Laws and Regulations. The LANDLORD represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provision of Local Law No. 32 1980 of Suffolk County (Chapter 664 of the Suffolk County Code) which can be viewed at www.suffolkcountyny.gov/departments/socialservices/housingpackageinformation.aspx.
11. LANDLORD shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any right, title or interest therein, or the power to execute this Agreement, or all or any portion of the monies that may be due or become due to LANDLORD under the terms of this Agreement, to any other person or corporation without the prior consent in writing of the COUNTY, and any attempt to do any of the foregoing without such consent shall be of no effect.
12. The LANDLORD warrants that it is not in arrears to the COUNTY upon debt or contract and is not a defaulter as surety, contractor or otherwise, on any obligation to the COUNTY.
13. It is understood that this instrument represents the entire agreement of the parties hereto; that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence thereof shall be executed by the parties hereto.