

Part I of the
Rental Assistance Contract

U.S. Department of Housing
and Urban Development
Office of Housing

OMB Approval No. 2502-0608
(exp. 01/31/2021)"

Section 811 Project Rental Assistance
Federal Housing Commissioner

Public reporting burden for this collection of information is estimated to average 40 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information collection is necessary to ensure that viable projects are developed. It is important to obtain information from applicants to assist HUD in determining if nonprofit organizations initially funded continue to have the financial and administrative capacity needed to develop a project and that the project design meets the needs of the residents. The Department will use this information to determine if the project meets statutory requirements with respect to the development and operation of the project, as well as ensuring the continued marketability of the projects. This information is required in order to obtain benefits. This information is considered non-sensitive and no assurance of confidentiality is provided.

PRA Project Number:	Section 8 Project Number (if applicable):	FHA Project Number (if applicable):
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This Rental Assistance Contract (Contract) is entered into by and between _____ (Grantee), and _____ (Owner).

Statutory and Administrative Authority. Section 811 of the Cranston-Gonzalez National Affordable Housing Act of 1990, 42.U.S.C. 8013, as amended by the Frank Melville Supportive Housing Investment Act of 2010, Pub. L. No. 111-374; the Department of Housing and Urban Development Act, 42 U.S.C. 3531, *et seq*, and pursuant to the applicable HUD administrative and regulatory requirements.

Purpose. The purpose of this Contract is to provide Project Rental Assistance Payments on behalf of Eligible Families leasing Decent, Safe and Sanitary Assisted Units from the Owner.

1.1 Significant Dates and Other Items; Contents and Scope of Contract.

- (a) **Effective Date of Contract:** _____,
- (b) **Fiscal Year.** The ending date of each Fiscal Year shall be _____.
(Insert March 31, June 30, September 30, or December 31, as approved by HUD.) The Fiscal Year for the project shall be the 12-month period ending on this date. However, the first Fiscal Year for the project is the period beginning with the effective date of the Contract and ending on the last day of the Fiscal Year which is not less than 12 months after the effective date. If the first Fiscal Year exceeds 12 months, the maximum total annual rental assistance payment in section 1.1(c) will be adjusted by the addition of the pro rata amount applicable to the period of operation in excess of 12 months.
- (c) **Maximum Annual Contract Commitment.** The maximum annual amount of the commitment for Project Rental Assistance Payments under this Contract, as identified in Exhibit 1.
- (d) **Project Description:**
- (e) **Statement of Services, Maintenance and Utilities Provided by the Owner:**

(1) Services and Maintenance:

(2) Equipment:

(3) Utilities:

(4) Other:

(f) **Contents of Contract.** This Contract consists of Part I, Part II and the following Exhibits:

- (1) Exhibit 1: Rents and their applicable rents (Contract Rents).
- (2) Exhibit 2: Schedule of Contract Units and Contract Rents
- (3) Exhibit 3: The Affirmative Fair Housing Marketing Plan.
- (4) Exhibit 4: Use Agreement
- (5) Exhibit 5: Lease
- (6) Exhibit 6. Definitions
- (7) Exhibit 7. Program Guidelines

Additional exhibits (Specify additional exhibits, if any, such as Special Conditions for Acceptance. If none, insert "None"):

(g) **Scope of Contract.** This Contract, including the Exhibits, whether attached or incorporated by reference, comprises the entire agreement between the Owner and the Grantee with respect to the matters contained in it. Neither party is bound by any representations or agreements of any kind except as contained in this Contract, any applicable regulations, and agreements entered into in writing by the parties which are not inconsistent with this Contract.

1.2 Term of Contract, Obligation to Operate Project for Full Term.

- (a) **Term of Contract.** The term of this Contract for any unit shall be _____ years. (Note: Minimum contract term shall be 20 years).
- (b) **Obligation to Operate Project for Full Term.** The Owner agrees to continue operation of the Assisted Units within the project in accordance with this Contract for the full term specified in paragraph (a).

1.3 Grantee Assurance.

- (a) Grantee has or will receive funds from HUD, pursuant to Section 811 of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, and subject to appropriations, will provide Project Rental Assistance Payments for the Assisted Units.
- (b) Consistent with the Cooperative Agreement between HUD and the Grantee, Grantee shall provide Project Rental Assistance Payments for Assisted Units to the Eligible Multifamily Owner, as identified under this Contract.

1.4 No Recourse Provision.

In the event HUD cancels the Cooperative Agreement with the Grantee or the Grantee cancels the Rental Assistance Contract in accordance with the provisions of the RAC, the Owner agrees that it shall have no financial or legal recourse against the Grantee.

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Warning: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

Signature Page

Name of Owner (Print)

By: _____
Signature of authorized representative

Name (Print) _____

Official Title (Print) _____

Date: _____

Grantee

By: _____
Signature of authorized representative

Name (Print) _____

Official Title (Print) _____

Date: _____

Exhibit 1

Schedule of Contract Units and Contract Rents

Number of Contract Units	Number of Bedrooms	Contract Rent	Utility Allowance	Gross Rent	Maximum Annual Contract Commitment (Number of Contract Units x Gross Rent)

Total Maximum Annual Contract Commitment: _____

¹ This Exhibit must be completed and attached to the Contract at the time the Agreement is executed. It may, however, be amended in accordance with program rules before the Contract is executed.

This Exhibit shows the initial and subsequent amounts of Contract and budget authority obligated for Project Number:
_____.

Contract Authority

As of the Effective Date of Agreement

Effective Date of Agreement Amendment: _____ Show Increase or Decrease _____
Revised Total _____

Effective Date of Agreement Amendment: _____ Show Increase or Decrease _____
Revised Total _____

As of the Effective Date Contract

Effective Date of Agreement Amendment: _____ Show Increase or Decrease _____
Revised Total _____

Effective Date of Contract Amendment: _____ Show Increase or Decrease _____
Revised Total _____

Exhibit 2

This Exhibit shows the additional fields that will be input in the project's iREMS record.

I. Owner Information.

- a. Owner Entity TIN #: _____
- b. Owner Entity DUNS #: _____
- c. Owner Legal Structure (e.g., Limited Partnership): _____
- d. Mortgagor Type (e.g., Non-Profit, Profit Motivated): _____
- e. Owner Contact Information:
 - i. Name of Contact Individual: _____
 - ii. Mailing Address: _____
 - iii. Phone: _____
 - iv. Fax: _____
 - v. Email: _____

II. Management Agent Information.

- a. Management Agent Legal Name: _____
- b. Management Agent Address: _____

- c. Management Agent TIN #: _____
- d. Management Agent Effective Date: _____
- e. Management Agent Certification: Start Date _____ End Date _____
Open Ended Certification Yes No
- f. Management Agent Contact Information:
 - i. Name of Contact Individual: _____
 - ii. Mailing Address: _____
 - iii. Phone: _____
 - iv. Fax: _____
 - v. Email: _____

III. Property Information.

- a. Building Type:
 - Row Townhouse Detached Semi-Detached
 - Mid-Rise Walk-up/Garden High-Rise/Elevator
- b. Building Count (enter numeric value): _____
- c. Assisted Unit Types

No. Unit Types	One BR	Two BR	Three BR	Four BR	5 BR
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Not accessible					
Accessible					

d. Non-Assisted Unit Types

No. Unit Types	One BR	Two BR	Three BR	Four BR	5 BR

e. Site Manager Contact Information:

- i. Name of Contact Individual: _____
- ii. Mailing Address: _____
- iii. Phone: _____
- iv. Fax: _____
- v. Email: _____

IV. Existing Subsidy Contract number or Existing Property Identification Numbers. *The following information is required if the property under RAC is currently an existing or previously FHA-insured or a multifamily assisted property*

- a. FHA Number _____
- b. iREMS Property ID Number _____
- c. HUD-assisted Contract Number _____

Exhibit 3

Affirmative Fair Housing Marketing Plan - HUD 92243-PRA

Exhibit 4

Use Agreement - HUD 92238-PRA

Exhibit 5

Lease - HUD 92236 PRA

Exhibit 6

Definitions

Exhibit 7 – Program Guidelines