Part I of the **Rental Assistance Contract** Section 811 Project Rental Assistance (PRA)	**U.S. Department of Housing and Urban Development** Office of Housing Federal Housing Commissioner	OMB Approval No. 2502-0608 (Exp. 4/30/2029)

The public reporting burden for this collection of information is estimated to average 1 hour 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. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, 2415 Eisenhower Avenue, Alexandria, VA 22314-4684. **Do not send completed forms to this address**. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. HUD collects this information to assist HUD in determining an applicant's eligibility and capacity to administer Project Rental Assistance Program funds to qualified multifamily rental owners for housing for persons with disabilities consistent with prescribed statutory and regulatory criteria for Direct Endorsement lenders to perform quality control reviews of loans originated by sponsored third party originators and to self-report findings of fraud, material misrepresentation, and other material findings to FHA. HUD uses this information to evaluate applications and make selection recommendations. This information is required, under Pub L. 111-374. This information collected will not be held confidential.

PRA Project Number:	811 PRA Contract Number:	FHA Project Number (if applicable):

This Rental Assistance Contract (RAC) is entered into by and between _____ (Grantee), and _____ (Owner Legal Name), for rental assisted units at _____ (Project Name)).

Statutory and Administrative Authority. Section 811 of the Cranston-Gonzalez National Affordable Housing Act of 1990, 42.U.S.C. 8013, as amended; 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**: Include the projects street address, city, county, state and zip code, block and lot number (if known), and any other information necessary to clearly designate the covered project:

(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: Schedule of Assisted Units and Contract Rents. The schedule showing the number of units by size (Contract Units) and their applicable rents (Contract Rents)
(2) Exhibit 2: iREMS Data Record
(3) Exhibit 3: Grantee Affirmative Fair Housing Marketing Plan
(4) Exhibit 4: Use Agreement, HUD-92238-PRA
(5) Exhibit 5: Lease, HUD-92236-PRA
(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.

(a) 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.

Signature Page

Warning:
I/We, the undersigned, certify under penalty of perjury that the information provided on this form is true, accurate, and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802.)

Owner

Name of Owner (Print or Type)

_____

By: _____
Signature of authorized representative

Name of Signatory (Print or Type)
_____

Official Title (Print)

_____

Date (mm/dd/yyyy): _____

Grantee

By: _____
Signature of authorized representative

Name of Signatory (Print or Type)
_____

Official Title (Print)
_____

Date (mm/dd/yyyy) : _____

Exhibit 1

Schedule of Assisted Units and Contract Rents [1]

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[2]: _____

Total Number of Assisted Units: _____

Total Number of Non-Assisted Units Restricted to Persons with Disabilities: _____

Expiration Date of the Unit Restriction above, if applicable: _____

Total Number of Units at the Property (Assisted + Non-Assisted): _____

Percent of Assisted Units and other Units Restricted to Persons with Disabilities at the Property [3]: _____

[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.

[2] The Total Maximum Annual Contract Commitment will amend as rent increases occur in subsequent years or as other contract adjustments are made. To calculate the adjusted amount, refer to the Number of Assisted Units and Gross Rent identified on the rent schedule (Form HUD-92458).

[3] ***The percentage of Assisted Units AND any other units restricted to persons with disabilities MUST NOT exceed 25% of Total Number of Units. This means that no more than 25% of the Total Number of Units may receive Section 811 PRA assistance, be used for supportive housing for persons with disabilities, or be subject to any occupancy preference for persons with disabilities.

Exhibit 2

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

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. Other HUD-assisted Contract Number _____
_____

I. Owner Information.

a. Owner Entity TIN #: _____

b. Owner Entity UEI #: _____

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. of Unit Types	One BR	Two BR	Three BR	Four BR	5 BR
Not Accessible					
*** Accessible					

**The term "accessible" refers to units that are accessible in accordance with Section 504 of the Rehabilitation Act and HUD's implementing regulations at 24 CFR 8 (Specifically 8.22-8.24).*

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: _____

Exhibit 3

Grantee Affirmative Fair Housing Marketing Plan

Exhibit 4

Recorded Use Agreement

Exhibit 5

Lease (HUD 92236-PRA)

Exhibit 6

Definitions

Exhibit 7

Program Guidelines