APPENDIX 6-1
SAMPLE RENTAL WORK-OUT AGREEMENT

1. PARTIES TO THE RENTAL WORK-OUT AGREEMENT.

The Secretary of Housing and Urban Development (HUD), by and through __________________________________________________
PROJECT MANAGEMENT, and ____________________________________________, Lessee.

2. LEASED UNIT.

Unit ______ Address___________________________________________________________

3. RENTAL WORK-OUT AGREEMENT TERMS AND CONDITIONS.

The Lessee acknowledges that the monthly rental payment of $ _____ ___ and monthly payment of $_____ for ______ fees agreed
upon in Lease # ______ is delinquent of rental and/or fee
payment under the terms and conditions of said Lease and has
been delinquent of such payments from _____ to date.

The Lessee and the PROJECT MANAGEMENT agree to the
following:

Beginning _____ and continuing through till _____, the
Lessee will remit by the first of each month:  a) the
monthly rental payment of $_____ agreed upon in the Lease;
b) the monthly fee payment of $_____ for ______ agreed upon
in the Lease; and c) the workout payment of $_____ agreed
upon herein; for a total monthly payment of $_____ for the
duration of this Agreement.

The Lessee fully understand his/her responsibility to
fulfill the terms and conditions of the Agreement. If the
Lessee fails to meet the terms and conditions of this
Agreement, eviction proceedings will be enacted at once
against the Lessee unless the PROJECT MANAGEMENT has deemed
that mitigating circumstances exist.

SIGNATURES.
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APPENDIX 6-2
SUGGESTED LIABILITY CLAIM FORMAT
FOR USE BY THE PM/ADMINISTRATOR
NOTE: Please type the following information

DATE: ____________________

FROM: _______________________________________     Telephone #: ____________

TO: _______________________________________________________________________

SUBJECT: Receipt of Tort Claim
     Project Name: _______________________________________
     FHA Project #: ___________________________
     Project Address: _____________________________

Date of alleged injury or loss: ____________________

Date claim received: _____________________________

Name of claimant: _________________________________________________________

Address: __________________________________________________________________

Telephone #: ______________________

Description of alleged injury or loss: ________________________________________

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

Date of PM investigation: ________________________

Findings: __________________________________________________________________
APPENDIX 6-3
SUGGESTED LIABILITY CLAIM FORMAT
FOR USE BY FIELD OFFICE

DATE:_________________________

MEMORANDUM FOR:  Director, MFPD Division
FROM: _______________________________________   Telephone number:__________

SUBJECT:  Tort Claim
Project Name: __________________________
FHA Number: ___________________________
Project Address: _________________________

NAME OF CLAIMANT:__________________________________________________________
Pursuant to the procedures for handling liability claims in Multifamily MIP and HUD-owned projects, I am forwarding this claim for disposition.

Site Visit and Investigation on (Date) __________________________________
The SF 95 and attached information provided by the PM/Administrator has been reviewed and my findings and recommendations are:

Findings: ____________________________________________________________________
____________________________________________________________________________
APPENDIX 6-4
SUGGESTED NOTICE OF PROJECT SALE CLOSING
AND TERMINATION OF PM/ADMINISTRATOR SERVICES

PM name and address

SUBJECT: Project Name:
    FHA Number:
    Location:

The subject project has been sold. Closing is scheduled for date . Unless the closing is delayed or canceled, on that date, this project will be removed from your list of assigned projects and your project management services will be terminated for this project.

There are a number of duties that you must accomplish, in accordance with your contract, before the closing, as follows:

1. Provide the GTR/GTM with a complete, updated inventory of all serial-numbered non-expendable property;

2. Notify all subcontractors that their contracts will terminate on the closing date, and that, unless otherwise instructed in writing by HUD, HUD will not assume any financial obligation beyond the closing. Instruct those subcontractors to submit all invoices to you within two weeks after closing;
3. Request final readings on the closing date for all utilities. Inform the utility companies that HUD will no longer assume any financial obligation beyond the closing; 

4. Notify all collection agencies of the closing date and instruct them to forward all funds received after the closing to this Field Office, Attention: name

5. Notify the residents in writing that their security deposits will be transferred to the new owner;

6. Notify in writing the local taxing authorities and local code enforcement agency of the property sale, name and address of the new owner, the date the sale closed, and repair requirements, if any.

   Promptly after closing, preferably within one week, submit all invoices, both yours and your subcontractors', pursuant to the PMS User Manual. Include all payroll, taxes and insurance costs prorated to the closing date.

   In order to avoid financial responsibility, you are cautioned on the following activities:

   1. DO NOT make any adjustments with the new owner. HUD will perform all prorations at closing;
   2. DO NOT obligate HUD funds after closing;
   3. DO NOT accept collections after closing unless they are amounts due HUD.

   If, after termination of services on this project, you have no HUD projects in your inventory, the PMS User Manual and endorsement stamp must promptly be returned to name of GTR/GTM.