

Part I of the
Agreement to Enter into a
Housing Assistance Payments Contract

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

Section 8 Housing Assistance Payments Program

Type of Project:

- Private-Owner/HUD, PHA-Owner/HUD, Small Project, Partially-Assisted Project, Other, New Construction, Substantial Rehabilitation, Part 880, Part 881, Part 885

Type of Financing: (For example: subject to Part 811, HUD-insured; GNMA tandem; State agency tax exempt loan, not HUD-insured.)

Table with 4 columns: ACC / HAP Contract List No., Date, Section 8 Project No., FHA Project No. (if applicable)

This Agreement to Enter into Housing Assistance Payments Contract (Agreement) is entered into between the United States of America acting through the Department of Housing and Urban Development (HUD) and (Owner).

The Owner proposes to complete a housing project, as described in the approved Final Proposal. Upon the acceptable completion of the project, the Owner and HUD will enter into a Housing Assistance Payments Contract (Contract) for the purpose of making housing assistance payments to enable eligible Lower-Income Families (Families) to occupy units in the project.

1.1 Significant Dates; Contents and Scope of Agreement.

- (a) Effective Date of Agreement:
(b) Date for Commencement of Work.
(c) Date for Commencement of Advance Marketing.
(d) Time for Completion of Project.
(e) Contents of Agreement. This Agreement consists of Part I, Part II (except as indicated in section 1.4), and the following exhibits:
Exhibit A: An agreement by the parties to incorporate the Final Proposal by reference...
Exhibit B: The Housing Assistance Payments Contract (Contract) to be executed upon acceptable completion of the project...
Exhibit C: The schedule of completion in stages, if applicable.
Exhibit D: The schedule of Davis Bacon wage rates, if applicable:

Decision No. , dated , 19, as amended:

Exhibit E: The approved architect's certification, if required.

Additional Exhibits: (Specify additional exhibits, if any. If none, insert "None")

- (f) Scope of Agreement. This Agreement, including the exhibits, whether attached or incorporated by reference, comprises the entire agreement between the Owner and HUD with respect to the matters contained in it.

**1.2 HUD Assurance.** The approval of this Agreement by HUD is an assurance by HUD to the Owner that:

- (a) The faith of the United States is solemnly pledged to the payment of housing assistance payments pursuant to the Contract; and
- (b) HUD has obligated funds for these payments.

**1.3 Relocation Requirements.** (Indicate applicable provisions.)

The Owner hereby certifies that the site of the project was without occupants eligible for relocation assistance under 24 CFR 880.209 or 881.209 or Part 885.

or

The Owner hereby certifies that the project is on a site where there are occupants eligible for assistance:

Under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) as provided in 24 CFR 880.209(a) or 881.209(a), or

Under the regulations in 24 CFR 880.209(b) or 881.209(b).

The Owner agrees to comply with the:

Provisions of the Uniform Act and implementing regulations in 49 CFR Part 24, or

Provisions of 24 CFR 880.209(b) or 881.209(b).

or

The Owner agrees to provide any relocation benefits required under Part 885 and other HUD issuances.

Applic. Not Applic.

**1.4 Applicability of Certain Provisions of This Agreement.**

(a) 2.3(b)(4). **Architect's Certification.** Applicability: All projects except those where HUD construction inspections are required, and except those substantial rehabilitation projects where a registered architect was not required.

(b) 2.3(b)(3)(v) and 2.10. **Labor Standards.** Applicability: All projects with 9 or more assisted units.

(c) (1) 2.4(f). **Adjustment of Contract Rents Based on Cost Certification for Projects Not Subject to Part 811.** Applicability: All projects unless (1) the project is subject to Part 811; or (2) the Contract Rents do not exceed comparable rents; or (3) the Contract Rents do not exceed comparable rents by more than 10 percent for Small and Partially-Assisted Projects. If cost certification occurs after execution of the Contract, the comparable provision in the Contract shall apply instead.

(2) 2.4(g). **Adjustment of Contract Rents to Reflect Actual Cost of Tax Exempt Obligations Issued by a Participating State Agency Not Subject to Part 811.** Applicability: All projects where financing is by tax exempt obligations not subject to Part 811 because the issuer is a participating agency under 24 CFR Part 883. If the project is permanently financed after construction of the project, the comparable provision of the Contract shall apply instead.

(3) 2.4(h). **Adjustment of Contract Rents: Part 811.** Applicability: All non-HUD-insured projects subject to Part 811. For all HUD-insured projects subject to Part 811, the comparable provision in the Contract shall apply instead.

(d) 2.6. **Training, Employment and Contracting Opportunities.** Applicability: All projects for which the total initial Contract Rents over the term of the Contract exceed \$500,000.

(e) 2.8. **Flood Insurance.** Applicability: All projects in special flood hazard areas.

(f) 2.9. **Clean Air and Federal Water Pollution Control Acts.** Applicability: All projects for which the total initial Contract Rents over the term of the Contract exceed \$100,000.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

**United States of America  
Secretary of Housing and Urban Development**

**Owner:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Official Title: \_\_\_\_\_

Official Title: \_\_\_\_\_

Date: \_\_\_\_\_, 19\_\_\_\_

Date: \_\_\_\_\_, 19\_\_\_\_

\* Type name of signatory under signature.