Rental Use Agreement (HUD-92046)

Emergency Capital Repair Program Grants

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

OMB Control No. 2502-0542
(exp.33/30/2018)

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This collection of information is required for HUD’s Emergency Capital Repair Program Grants. This program is authorized under Section 202(b) of the Housing Act of 1959 (12 U.S.C. 1701q-2). The information is necessary to assist HUD in determining applicant eligibility and evaluating the request for repairs. A thorough evaluation of an applicant’s qualifications and capabilities is critical to protect the Government’s financial interest and to mitigate any possibility of fraud, waste, or mismanagement of public funds. This collection of information does not collect any sensitive information. HUD does not ensure confidentiality.

PROJECT NAME: _____________

FHA PROJECT NO: _____________

CITY, STATE: _____________

Form 92046 (6/2010)
RENTAL USE AGREEMENT

This Agreement is made and entered into this _____ day of _____________, 20__, by and between the Secretary of Housing and Urban Development (HUD) and _____________________ (Owner).

The Owner has entered into an agreement with HUD to maintain the property as rental housing for the elderly until ______;

HUD has determined that continuation of the property as rental housing is clearly necessary to assure adequate rental housing opportunity for low- and moderate-income elderly tenants.

WHEREAS, the Owner has requested an Emergency Capital Repair Program Grant to make emergency capital repairs to the property.

WHEREAS, the Owner is willing to agree to maintain the subject property as an affordable rental property until ______________.

WHEREAS, in the event the Owner chooses to sell, prepay, or transfer the property during the period of time this Use Agreement is in effect, it will require as a condition that the purchaser will commit to maintain the property pursuant to the terms of this Rental Use Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the parties agree as follows:

1. The execution and recording of this Agreement shall constitute HUD’s approval of the Emergency Capital Repair Grant in the amount of $______________.

2. The Owner agrees that during the period that it owns the property, it will maintain the property as affordable rental housing until ________________. During such period, should the property be sold, the purchaser shall not utilize project dwelling units for any purpose other than as affordable rental housing for the elderly.

3. The provisions of this Agreement shall be binding upon the heirs, successors and assigns of the Owner and purchaser (if sold).

4. The provisions of this Agreement relating to the rental use of the property shall run with the land and shall be binding for the benefit of, in favor of and enforceable by the Secretary and his successors in office. The Secretary and his successors in office and/or any third-party beneficiary shall be entitled to (a) institute legal action to enforce performance and observance of, (b) enjoin any actions which are violative
of, and (c) exercise any other legal or equitable right or remedy with respect to such provisions. For the purpose of these covenants, a third-party beneficiary shall be any person eligible for occupancy in the rental project insured pursuant to the provisions of the applicable program for the elderly. These rights and remedies will be exercised separately or in combination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST: 

____________________________ 

TITLE

____________________________

UNITED STATES OF AMERICA
SECRETARY OF HOUSING AND URBAN DEVELOPMENT

By: Director, Multifamily Hub/Program Center

COUNTY OF ________________

STATE OF ________________
On this ___________ day of __________, 20__ before me, the undersigned officer, personally appeared _____________________________________ who acknowledged himself /herself to the _________________________ of _______________________________, and that as such ______________________________________, being authorized to do so, executed the within Agreement for the purpose therein contained by signing the name of said partnership by himself/herself as _______________________________________________________________.

WITNESS my hand and Notary seal the day and year aforesaid.

SEAL ________________________________
Notary Public

My Commission expires_______________

COUNTY OF __________________________

STATE OF ____________________________