

Attachment 1

Emergency Initiative to Preserve Below Market
Section 8 Multifamily Housing Stock

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Office of Housing, Federal Housing Commissioner

HOUSING ASSISTANCE PAYMENTS
RENEWAL CONTRACT

HUD as Contract Administrator

SECTION 8 PROJECT NUMBER: _____

SECTION 8 PROJECT NUMBER OF EXPIRING CONTRACT
(if different): _____

FHA PROJECT NUMBER: (if applicable) _____

This HOUSING ASSISTANCE PAYMENTS CONTRACT ("Contract") is entered into between the U.S. Department of Housing and Urban Development ("HUD") and _____

_____ ("Owner") pursuant to the United States Housing Act of 1937, 42 U.S.C. 1437 et seq. and section 524(a) (1) of the Departments of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1998, Pub. L. 105-65, 111 Stat. 1344, approved 10/27/97. The purpose of this Contract is to provide housing assistance payments on behalf of Eligible Families ("Families") leasing decent, safe and sanitary units from the Owner.

Previously, HUD and the Owner entered into a Housing Assistance Payments Contract ("Expiring Contract") to provide section 8 assistance to the Owner for eligible families living in _____ ("Project").

This Expiring Contract expires on _____, 199__.

HUD and the Owner desire to renew for the term specified below the Expiring Contract **EXCEPT** for the **Contract Rent and Rent Adjustment Provisions**.

THEREFORE, HUD and the Owner hereby agree as follows:

1. The Contract shall run for an initial one year period, beginning on _____ and ending on _____.

2. After expiration of the initial one-year term, this Contract shall renew automatically for four additional one-year terms, subject to the availability of appropriations in any year.
3. For Sections 236 and 221(d)(3) BMIR projects, for a five-year period commencing on _____ (the effective date of this Contract) and ending on, _____, the owner agrees not to prepay any FHA-insured mortgage on this project.
4. All terms of the Expiring Contract are renewed except for those provisions relating to contract rents and rent adjustments.
5. After rent levels have initially been established under the Emergency Initiative to Preserve Below Market Section 8 Multifamily Housing Stock, all subsequent adjustments to contract rents shall be in accordance with 24 CFR § 402.4 and other HUD requirements, including any amendments or changes in the regulations or HUD requirements.
6. The maximum amount of the commitment for housing assistance payments under this Contract is \$ _____.
7. The Owner warrants that it has the legal right to execute this Contract and to lease dwelling units covered by this Contract.
8. The Owner warrants that the rental units to be leased under the terms of this Contract are in decent, safe and sanitary condition, as defined by HUD.
9. In accordance with section 8(c)(8)(C) of the United States Housing Act of 1937, the owner shall provide a written notice to HUD and each assisted family not less than 180 days before termination of the Contract. The notice shall comply with HUD regulations and other requirements, including any amendments or changes in the law or HUD requirements.

If the owner fails to provide this notice in accordance with HUD requirements, the owner may not increase the tenant rent payment for any assisted family until such time as the owner provides the written notice and 180 days has elapsed from the date the notice was provided. HUD may allow the owner to renew the terminating contract for such period of time sufficient to give the tenants the 180-day notice. Any such renewal shall be under the terms and conditions prescribed by HUD.

10. The owner shall comply with all applicable statutory requirements, and all HUD regulations and other requirements, including any amendments or changes in the law or HUD requirements.

This Contract is hereby executed with respect to the contract units described in Exhibit A.

United States of America
Secretary of Housing and
Urban Development

OWNER

By: _____
(Official Title)

By: _____
(Official Title)

Date: _____

Date: _____

EXHIBIT A**IDENTIFICATION OF UNITS ("CONTRACT UNITS")
BY SIZE AND APPLICABLE CONTRACT RENTS**

Number
of Units

Number
of Bedrooms

Contract
Rent

Emergency Initiative to Preserve Below Market
Section 8 Multifamily Housing Stock

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Office of Housing, Federal Housing Commissioner

HOUSING ASSISTANCE PAYMENTS
RENEWAL CONTRACT

PHA as Contract Administrator

SECTION 8 PROJECT NUMBER: _____

SECTION 8 PROJECT NUMBER OF EXPIRING CONTRACT
(if different): _____

FHA PROJECT NUMBER: (if applicable) _____

This HOUSING ASSISTANCE PAYMENTS CONTRACT ("Contract") is entered into between the _____ ("PHA") and _____

_____ ("Owner") pursuant to the United States Housing Act of 1937, 42 U.S.C. 1437 et seq. and section 524(a)(1) of the Departments of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1998, Pub. L. 105-65, 111 Stat. 1344, approved 10/27/97. The purpose of this Contract is to provide housing assistance payments on behalf of Eligible Families ("Families") leasing decent, safe and sanitary units from the Owner.

Previously, the PHA and the Owner entered into a Housing Assistance Payments Contract ("Expiring Contract") to provide section 8 assistance to the Owner for eligible families living in _____ ("Project").

This Expiring Contract expires on _____, 199_.

The and the Owner desire to renew for the term specified below the Expiring Contract **EXCEPT for the Contract Rent and Rent Adjustment Provisions.**

THEREFORE, the PHA and the Owner hereby agree as follows:

1. The Contract shall run for an initial one year period, beginning on _____ and ending on _____.

2. After expiration of the initial one-year term, this Contract shall renew automatically for four additional one-year terms, subject to the availability of appropriations in any year.
3. For Sections 236 and 221(d)(3) BMIR projects, for a five-year period commencing on _____ (the effective date of this Contract) and ending on _____, the owner agrees not to prepay any FHA-insured mortgage on this project.
4. All terms of the Expiring Contract are renewed except for those provisions relating to contract rents and rent adjustments.
5. After rent levels have initially been established under the Emergency Initiative to Preserve Below Market Section 8 Multifamily Housing Stock, all subsequent adjustments to contract rents shall be in accordance with 24 CFR § 402.4 and other HUD requirements, including any amendments or changes in the regulations or HUD requirements.
6. The maximum amount of the commitment for housing assistance payments under this Contract is \$ _____.
7. The Owner warrants that it has the legal right to execute this Contract and to lease dwelling units covered by this Contract.
8. The Owner warrants that the rental units to be leased under the terms of this Contract are in decent, safe and sanitary condition, as defined by HUD.
9. In accordance with section 8(c)(8)(C) of the United States Housing Act of 1937, the owner shall provide a written notice to HUD and each assisted family not less than 180 days before termination of the Contract. The notice shall comply with HUD regulations and other requirements, including any amendments or changes in the law or HUD requirements.

If the owner fails to provide this notice in accordance with HUD requirements, the owner may not increase the tenant rent payment for any assisted family until such time as the owner provides the written notice and 180 days has elapsed from the date the notice was provided. HUD may allow the owner to renew the terminating contract for such period of time sufficient to give the tenants the 180-day notice. Any such renewal shall be under the terms and conditions prescribed by HUD.

10. The owner shall comply with all applicable statutory requirements, and all HUD regulations and other requirements, including any amendments or changes in the law or HUD requirements.

This Contract is hereby executed with respect to the contract units described in Exhibit A.

PUBLIC HOUSING AGENCY

OWNER

By: _____
(Official Title)

By: _____
(Official Title)

Date: _____

Date: _____

EXHIBIT A

**IDENTIFICATION OF UNITS ("CONTRACT UNITS")
BY SIZE AND APPLICABLE CONTRACT RENTS**

Number
of Units

Number
of Bedrooms

Contract
Rent
