## **Emergency Capital Repair Program Grants**

DDOIECT NAME.

## U.S. Department of Housing and Urban Development

OMB Control No. 2502-0542 (exp. Xx/xx/xxxx)

Office of Housing

The Agreement Federal Housing Commissioner

**Rental Use Agreement** Federal Housing Commissioner **Public reporting burden** for this collection of information is estimated to average 4 hours 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. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

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) and the Consolidated Appropriations Act of 2004 (Pub. L. 108-199).. 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.

TROJECT WHAL,
FHA PROJECT NO:
CITY, STATE:
RENTAL USE AGREEMENT
This Agreement is made and entered into this day of, 2006, 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 for the remainder of the specifiedyear period;
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. 7	The execution and recording of this Agreement shall constitute HUD's approval of the Emergency Capital Repair Grant in the amount of
\$	
mai Dur proj	The Owner agrees that during the period that it owns the property, it will ntain the property as affordable rental housing until ing such period, should the property be sold, the purchaser shall not utilize ect dwelling units for any purpose other than as affordable rental housing for 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.

ATTEST:	OWNER:
	TITLE
	UNITED STATES OF AMERICA SECRETARY OF HOUSING AND
	URBAN DEVELOPMENT
	By: Director, Multifamily Hub/Program Center

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed

the day and year first above written.

COUNTY OF	
STATE OF	
On this d officer, personally appeared acknowledged himself /herself	lay of, 2006 before me, the undersigned who to the of
	, and that as such, being authorized to do so, executed the ose therein contained by signing the name of said
partnership by himself/herself	
WITNESS my hand and	d Notary seal the day and year aforesaid.
SEAL	Notary Public
	My Commission expires
COUNTY OF	
STATE OF	