

**Part I of the Project
Rental Assistance Contract**

Section 202 Supportive Housing for the Elderly
Section 811 Housing for Persons with Disabilities

See bottom of this page for Public Burden statement.

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

OMB Approval No. 2502-0470
(Expires 8/31/2013)

Type of Project <input type="checkbox"/> New Construction <input type="checkbox"/> Substantial Rehabilitation <input type="checkbox"/> Acquisition	PRAC Contract No.	HUD Project No.
---	-------------------	-----------------

This Project Rental Assistance Contract (Contract) is entered into between the United States of America acting through the Department of Housing and Urban Development (HUD) and (Owner) pursuant to

- Section 811 of the National Affordable Housing Act of 1990 or
- Section 202 of the Housing Act of 1959.

The purpose of this Contract is to provide project rental assistance payments on behalf of Eligible Families leasing decent, safe and sanitary units from the Owner.

1.1 Significant Date and other Items; Contents and Scope of Contract.

- (a) **Effective Date of Contract:** _____
- (b) **Fiscal Year.** The ending date of each Fiscal Year shall be _____ (insert March 31, June 30, September 30, or December 31, as approved by HUD). The Fiscal Year for the project shall be the 12-month period ending on this date. However, the first Fiscal Year for the project is the period beginning with the effective date of the Contract and ending on the last day of the Fiscal Year which is not less than 12 months after the effective date. If the first Fiscal Year exceeds 12 months, the maximum total annual project rental assistance payment in section 1.1(c) will be adjusted by the addition of the pro rata amount applicable to the period of operation in excess of 12 months.
- (c) **Maximum Annual Contract Commitment.** The maximum annual amount of the commitment for project rental assistance payments under this Contract (see section 2.3) is the amount of contract authority identified in Exhibit 2.
- (d) **Project Description.**
- (e) **Statement of Services, Maintenance and Utilities Provided by the Owner.**
 - (1) Services and Maintenance:

 - (2) Equipment:

 - (3) Utilities:

 - (4) Other:
- (f) **Contents of Contract.** This Contract consists of Part I, Part II and the following exhibits:
 - Exhibit 1: The schedule showing the number of units by size and, in the case of group homes, residential spaces, (Contract Units) and their applicable operating expenses,
 - Exhibit 2: The schedule showing contract and budget authority.
 - Exhibit 3: The Affirmative Fair Housing Marketing Plan

Public reporting burden for this collection of information is estimated to average 30 minutes 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 information collection is necessary to ensure that viable projects are developed. It is important to obtain information from applicants to assist HUD in determining if nonprofit organizations initially funded continue to have the financial and administrative capacity needed to develop a project and that the project design meets the needs of the residents. The Department will use this information to determine if the project meets statutory requirements with respect to the development and operation of the project, as well as ensuring the continued marketability of the projects. This information is required in order to obtain benefits. This information is considered non-sensitive and no assurance of confidentiality is provided.

Additional exhibits: (Specify additional exhibits, if any, such as Special Conditions for Acceptance. If none, insert "None.")

- (g) **Scope Of Contract.** This Contract, 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. Neither party is bound by any representations or agreements of any kind except as contained in this Contract, any applicable regulations, and agreements entered into in writing by the parties which are not inconsistent with this Contract.

1.2 **Term Of Contract: Obligation to Operate Project for Full Term.**

- (a) **Term Of Contract.** The initial term of this Contract for any unit shall be ___ years, beginning with the effective date of this Contract for such unit, commitments to extend expiring contracts during the year prior to the date of expiration. If the project is completed in stages, the term shall be separately related to the units in each stage. However, the total Contract term for all the stages, beginning with the effective date of the Contract for the first stage, shall not exceed ___ years.
- (b) **Obligation to Operate Project for Full Term.** The Owner agrees to continue operation of the project in accordance with this Contract for the full term specified in paragraph (a).

1.3 **HUD Assurance.** The execution of this Contract 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 project rental assistance payments pursuant to this Contract, and
- (b) HUD has obligated funds for these payments.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (118 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

United States of America
Secretary of Housing and Urban Development

Signature: _____

Owner: _____

Signature: _____

By: _____

Name: _____

Official Title: _____

Date: _____

By: _____

Name: _____

Official Title: _____

Date: _____

If the project is to be completed and accepted in stages, execution of the contract with respect to the several stages appears on the following page of this contract.

Stage 1 **Execution of Contract with Respect to Contract Units Completed and Accepted in Stages**
This Contract is hereby executed with respect to the units described in Exhibit Ia.
Effective Date: The effective date of this Contract with respect to the units described in Exhibit Ia.
is _____ .

United States of America
Secretary of Housing and Urban Development

Signature:

Owner: _____
Signature:

By: _____
Name: _____

Official Title:

Date:

By: _____
Name: _____

Official Title:

Date:

Stage 2 **Execution of Contract with Respect to Contract Units Completed and Accepted in Stages**
This Contract is hereby executed with respect to the units described in Exhibit Ib.
Effective Date: The effective date of this Contract with respect to the units described in Exhibit Ib.
is _____ .

United States of America
Secretary of Housing and Urban Development

Signature:

Owner: _____
Signature:

By: _____
Name: _____

Official Title:

Date:

By: _____
Name: _____

Official Title:

Date:

Stage 3 **Execution of Contract with Respect to Contract Units Completed and Accepted in Stages**
This Contract is hereby executed with respect to the units described in Exhibit Ic.
Effective Date: The effective date of this Contract with respect to the units described in Exhibit Ic.
is _____ .

United States of America
Secretary of Housing and Urban Development

Signature:

Owner: _____
Signature:

By: _____
Name: _____

Official Title:

Date:

By: _____
Name: _____

Official Title:

Date:

Exhibit 2

This Exhibit shows the initial and subsequent amounts of contract and budget authority obligated for project number:

		Contract Authority	Budget Authority
As of the Effective Date of Agreement		_____	_____
Effective Date of Agreement Amendment:	Show Increase or Decrease	\$ _____	\$ _____
	Revised Total	\$ _____	\$ _____
Effective Date of Agreement Amendment:	Show Increase or Decrease	\$ _____	\$ _____
	Revised Total	\$ _____	\$ _____
As of the Effective Date of Contract		_____	_____
Effective Date of Contract Amendment:	Show Increase or Decrease	\$ _____	\$ _____
	Revised Total	\$ _____	\$ _____
Effective Date of Contract Amendment:	Show Increase or Decrease	\$ _____	\$ _____
	Revised Total	\$ _____	\$ _____

Exhibit 3

Affirmative Fair Housing Marketing Plan

This exhibit is the Affirmative Fair Housing Marketing Plan provided by the _____ Branch.

Additional Exhibits: (Specify, such as: Special Conditions for Acceptance. If none, insert "None.")_