

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
DIRECT TEMPORARY HOUSING PROGRAM

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Manufactured Housing Unit Revocable License and Receipt for
Government Property (Revocable License)

FEMA DR Number

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 15 minutes per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. This collection of information is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472-3100, Paperwork Reduction Project (1660-0002) **NOTE: Do not send your completed form to this address.**

PRIVACY NOTICE

AUTHORITY: FEMA collects, uses, maintains, retrieves, and disseminates the records within this system under the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act), Pub. L. No. 93-288, as amended (42 U.S.C. §§ 5121-5207); 6 U.S.C. §§ 776-77, 795; the Debt Collection Improvement Act of 1996, 31 U.S.C. §§ 3325(d), 7701(c)(1); the Government Performance and Results Act, Pub. L. No. 103-62, as amended; Reorganization Plan No. 3 of 1978; Executive Order 13411, "Improving Assistance for Disaster Victims," August 29, 2006; and Executive Order 12862 "Setting Customer Service Standards," September 11, 2003, as described in this notice.

PRINCIPAL PURPOSE(S): This information is being collected for the primary purpose of determining eligibility and administering financial assistance under a Presidentially-declared disaster. Additionally, information may be reviewed internally within FEMA for quality assurance purposes and used to assess FEMA's customer service to disaster assistance applicants. FEMA collects the social security number (SSN) to verify an applicant's identity and to prevent a duplication of benefits.

ROUTINE USE(S):

FEMA may share the personal information of U.S. citizens and lawful permanent residents contained in their disaster assistance files outside of FEMA as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. FEMA may share the personal information of non-citizens, as permitted by the following Privacy Impact Assessments: DHS/FEMA/PIA-012(a) Disaster Assistance Improvement Plain (DAIP) (Nov. 16, 2012); DHS/FEMA/PIA-027 National Emergency Management Information System - Individual Assistance (NEMIS-IA) Web-based and Client-based Modules (June 29, 2012); DHS/FEMA/PIA-015 Quality Assurance Recording System (Aug. 15, 2014). This includes sharing your personal information with federal, state, tribal, local agencies and voluntary organizations to enable individuals to receive additional disaster assistance, to prevent duplicating your benefits, or for FEMA to recover disaster funds received erroneously, spent inappropriately, or through fraud as necessary and authorized by routine uses published in DHS/FEMA-008 Disaster Recovery Assistance Files Notice of System of Records, 78 Fed. Reg. 25,282 (Apr.30, 2013) and upon written request, by agreement or as required by law.

CONSEQUENCES OF FAILURE TO PROVIDE INFORMATION: The disclosure of information, including the SSN, on this form is voluntary; however, failure to provide the information requested may delay or prevent the individual from receiving disaster assistance.

FEMA Application Number	Date of Declaration	Location (State/County)	
Address of Property		Lot Number	Bar Code Number

DESCRIPTION OF PROPERTY

<input type="checkbox"/> Manufactured Housing Unit	<input type="checkbox"/> Furnished	Number of bedrooms _____
<input type="checkbox"/> Park Model	<input type="checkbox"/> Other (Specify) _____	Number of bathrooms _____

AUTHORIZED USERS IN HOUSEHOLD

Name	Relationship to Applicant	Age	Sex

Initials of Licensee: _____

DIRECT TEMPORARY HOUSING PROGRAM
Manufactured Housing Unit Revocable License and Receipt for
Government Property (Revocable License)

I acknowledge that FEMA is permitting me, as the Licensee, to use the above manufactured housing unit for direct temporary housing because: the President has declared a major disaster or emergency in my state; I am not able to live in my household's pre-disaster primary residence or obtain adequate alternate housing through no fault of my own due to this event; and FEMA has determined my household to be eligible for direct temporary housing assistance under Section 408 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5174(c)(1)(B) and FEMA regulations at 44 C.F.R. §§ 206.110-118. If not revoked earlier, this license will automatically expire 18 months from the date of the President's declaration of a major disaster or emergency or at the end of any extension to the 18-month period of assistance granted under 42 U.S.C. § 5174(c)(1)(B)(iii).

I acknowledge receiving keys to the above-described unit as temporary housing for my household's use only.

REVOCABLE LICENSE TERMS AND FEMA REGULATIONS & POLICIES

Licensee Compliance. Maintaining this Revocable License to use the unit is based on the Licensee remaining eligible for continued FEMA temporary housing assistance and complying with the **Individuals and Households Program Conditions for Use of Government Property, attached as Appendix A to this Revocable License**, and any other rules provided and incorporated in this Revocable License.

Failure to comply will require the Licensee's household to vacate this unit and return the unit's keys to FEMA no later than the date set forth in a written Notice of Revocation (generally within 15 days of the Notice or less than 15 days when the violation poses a health or safety hazard).

WHEN SERVED WITH A NOTICE OF REVOCATION OR NOTICE TO SURRENDER POSSESSION, THE LICENSEE'S HOUSEHOLD MUST COMPLY OR FACE POTENTIAL LEGAL ACTION INITIATED BY FEMA.

Penalty Fee. As authorized in 44 C.F.R. § 206.117(b)(1)(ii)(G) and (H), FEMA may revoke this license before the period of assistance ends; and if the Licensee's household still occupies or maintains the possession of the unit after the license to occupy the unit is revoked or after the initial 18-month or extended period of direct housing assistance ends, FEMA will charge a penalty fee. FEMA will provide notice of any penalty fee imposed upon the Licensee, including any interest and administrative costs. These costs will be charged to the Licensee each month until the household vacates and surrenders possession of the unit, removes all personal property, and returns the keys to FEMA.

Damage Fee. As authorized in 44 C.F.R. § 206.117(b)(1)(ii)(H), FEMA may charge the Licensee for the cost of damage to the unit beyond normal wear and tear that results from a violation of any terms, rules, or conditions provided and incorporated in this Revocable License.

Rent. As authorized in 42 U.S.C. § 5174(c)(1)(B)(iii) and (iv) and 44 C.F.R. § 206.110(e) and § 206.117(b)(1)(ii)(F), FEMA may extend temporary housing assistance for [insert disaster] beyond [insert date]. If the period of assistance is extended, FEMA will charge the Licensee rent up to the current fiscal year HUD FMR in the THU location and based on the number of bedrooms in the THU each month until the Licensee's household surrenders possession of the unit; and this license will automatically be extended on the same terms to the end of the period of assistance, unless it is revoked by FEMA.

Initials of Licensee: _____

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HOLD HARMLESS AGREEMENT

I hereby release, discharge, and waive any action, either legal or equitable, that might arise out of any activities on the premises of the unit or the surrounding area. I agree to hold harmless the U.S. Government and any of its agencies, agents, contractors, and subcontractors, for damages of any type whatsoever either to property or persons resulting from its furnishing of temporary housing assistance to my household.

ACKNOWLEDGEMENT

I acknowledge that I AM NOT A TENANT and have been granted use of this government property through a Revocable License to use government property for temporary housing because my pre-disaster primary residence is unavailable due to damage from a Federally-declared **disaster**. As the Licensee, I agree to comply with any written Notice of Revocation requiring me to vacate and surrender possession of the unit, remove all personal property, and return the unit's keys to FEMA no later than the date established in the Notice.

I acknowledge that FEMA will impose a MONTHLY PENALTY FEE against me, the Licensee, until the unit is returned to FEMA if:

- (1) this license is revoked by FEMA for any reason (e.g., if my household is determined ineligible for continued FEMA temporary housing assistance or my household violates the terms and conditions of this license or other rules of the site where the unit is located);
- (2) FEMA decides to terminate the housing program for this location; or
- (3) my household remains in the unit after the conclusion of the initial 18-month or extended period of assistance for [insert disaster] on [insert date].

The rules and procedures governing such Federal disaster assistance are set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, P.L. 93-288, codified at 42 U.S.C. §§ 5121-5207, and at 44 CFR Part 206.

By signing this agreement I, the Licensee, have read the **Revocable License and Receipt for Government Property** and the attached **Individuals and Households Program Conditions for Use of Government Property** in their entirety, and acknowledge and agree to comply with the requirements stated herein. As the Licensee, I am signing this form on behalf of all members of my household listed above as Authorized Users. All Authorized Users are responsible for complying with the attached Conditions for Use and any other rules incorporated in this Revocable License.

Signature of Applicant or Co-Applicant, Licensee

Date

Witness

Date

Initials of Licensee: _____

DIRECT TEMPORARY HOUSING PROGRAM

Appendix A

OWNERSHIP/CONTROL

The U.S. Government owns the manufactured housing unit described in this **Revocable License and Receipt for Government Property**. The unit is government property, and the U.S. Government retains the right to control its use at all times. This includes the right to revoke this license to occupy the unit with written notice and take possession of the unit, as well as the right to enter the unit to make inspections or repairs within 24 hours-notice (no prior notice is required in an emergency as determined by FEMA). FEMA is providing the unit as a discretionary benefit under 42 U.S.C. § 5174 and 44 C.F.R. §§ 206.110-118 and at any time the Licensee may be given a written Notice of Revocation requiring the Licensee's household to vacate and surrender possession of the unit, remove all personal property, and return the unit's keys to the U.S. Government no later than the date set forth in the Notice of Revocation (generally within 15 days of the Notice or less than 15 days when the violation poses a health or safety hazard). FEMA reserves the right to take possession of the unit when FEMA determines that repossession of the unit is warranted.

DUTY TO MEET CONTINUING ELIGIBILITY REQUIREMENTS

FEMA requires all recipients of temporary housing assistance to provide documentation showing that they are making diligent efforts to obtain permanent housing and to obey all applicable Federal, State, and local laws while occupying a FEMA manufactured housing unit. FEMA requires the Licensee to establish and work towards a realistic permanent housing plan. Eligibility requirements for and regulations governing temporary housing assistance are set forth at 44 C.F.R. §§ 206.110-118. If FEMA determines these requirements have not been met, the license to occupy the unit will be revoked and a written Notice of Revocation will be issued requiring the Licensee's household to vacate and surrender possession of the unit, remove all personal property, and return the unit's keys to FEMA no later than the date established in the Notice of Revocation.

FEMA may revoke this license to occupy the unit and charge the Licensee a monthly penalty fee for reasons that include, but are not limited to, FEMA determining that:

- The period of assistance has expired: For _____ the period of assistance will expire on _____
- Adequate alternate housing is available to the household;
- The household obtained temporary housing assistance through either misrepresentation or fraud;
- The household has failed to comply with any term of the **Individuals and Households Program Conditions for Use of Government Property** or other rules of the site where the unit is located;
- The Licensee has not provided verifiable evidence documenting that the household is diligently working towards a permanent housing plan;
- The household has caused damage to the unit beyond normal wear and tear; or
- The household has engaged in criminal activity, activities that create serious health and safety risks, or any other unlawful or otherwise illegal activities.

DUTY TO OBTAIN/ACCEPT ALTERNATE HOUSING

FEMA requires all recipients of temporary housing assistance to obtain and occupy adequate alternate housing at the earliest possible time. The Licensee will establish a permanent housing plan and make every effort to obtain permanent housing for the Licensee's household as soon as possible. If FEMA determines that adequate alternate housing is available, the Licensee will obtain alternate housing and vacate and surrender possession of the unit as soon as possible. Refusal to accept adequate alternate housing resources offered by FEMA can result in revocation of this license to occupy the unit. If FEMA determines that the Licensee has failed to diligently seek and obtain adequate alternate housing or to accept such housing resources presented, a written Notice of Revocation will be issued requiring the Licensee's household to vacate and surrender possession of the unit, remove all personal property, and return the unit's keys within the timeframe established in the Notice of Revocation.

DUTY TO COOPERATE WITH FEDERAL REPRESENTATIVES

A FEMA representative will contact the Licensee or other Authorized User to schedule regular appointments to review the Licensee's eligibility to continue occupying the unit and to assist in establishing a realistic permanent housing plan. The Licensee must cooperate with FEMA representatives. This includes making the Licensee or other Authorized User available for regularly scheduled appointments, at which time the Licensee or other Authorized User will be expected to provide documentation, allow access to the unit and to the pre-disaster residence, if applicable, in order to demonstrate that progress is being made towards achieving a permanent housing plan and eligibility requirements for continued temporary housing assistance are being met. Failure to demonstrate progress on a permanent housing plan or to meet eligibility requirements will result in the revocation of this license to occupy the unit.

Initials of Licensee: _____

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Appendix A

Individuals and Households Program Conditions for Use of Government Property

DUTY TO COMPLY WITH ENFORCEMENT OR REMOVAL ACTION

The Licensee and the Authorized Users will comply with any written Notice of Revocation requiring the Licensee's household to vacate the unit by moving out and surrendering possession of the unit, removing all personal property, and returning the unit's keys to the FEMA no later than the date set forth in the Notice of Revocation. The Licensee is responsible for the household's personal property, which is placed in the unit at the sole risk of the Licensee, and for removing it from the unit upon receiving a written Notice of Revocation. FEMA may take steps to take possession of the unit and remove all Authorized Users and personal property from the unit using any enforcement authorities deemed appropriate, upon failure to comply with the date established in the Notice of Revocation. **The Licensee agrees to hold harmless the U.S. Government and any of its agencies, agents, contractors, and subcontractors, for damage of any type whatsoever either to property or persons resulting from such enforcement actions.**

DUTY OF INSURED APPLICANTS TO REIMBURSE FEMA

FEMA requires all recipients of temporary housing assistance under its temporary housing assistance program to offset the value of the direct assistance provided by FEMA against any insurance proceeds or recoveries they receive for the provision of temporary housing. If the Licensee's household is eligible for any payments or allowances from private insurance that can be used for temporary housing needs, such as Additional Living Expenses, the Licensee or other Authorized User will file a claim for such insurance benefits and pay FEMA for the cost (up to Fair Market Rent) of using the unit (as determined by FEMA) up to the limits of the insurance recovery for monthly housing expenses.

DUTY TO PAY PENALTY FEES

Penalty Fees may include any fees deemed appropriate by FEMA for failing to vacate and surrender possession of the unit, remove all personal property, and return the keys to FEMA by the date set forth in a written Notice of Revocation, plus administrative costs, interest, and legal fees associated with enforcement actions to remove my household from the unit. The Licensee shall pay FEMA for any fees imposed for a violation of any of the rules set forth in the **Individuals and Households Program Conditions for Use of Government Property** or other rules of the site where the unit is located.

DUTY AS TO USE OF HOUSING UNIT

- A. Pay all utility charges, including deposits, for the manufactured housing unit, if applicable.
- B. Keep the unit, any furnishings, and the surrounding area in a clean and orderly condition, less ordinary wear and tear, and assure that items or debris of any kind which may cause a possible fire hazard are not placed near the unit.
- C. Notify FEMA when any damage or defect is found in the unit.
- D. Refrain from making any major repairs, additions, structural alterations, or changes to the unit and any furnishings.
- E. Obtain FEMA's prior written consent if there is a need to restrict the ingress and egress route on a temporary or permanent basis.
- F. Obtain FEMA's prior written consent for any changes to the area surrounding the unit. FEMA's consent, however, is not required for altering the surrounding area on private property when the property owner is the unit's Authorized User or when the private property owner's prior written consent has been obtained.
- G. Keep the unit in the location where FEMA has placed it.
- H. Provide FEMA a right of entry signed by the landowner for any private property site to allow FEMA onto the property for inspections, repairs, or removal of the unit.
- I. Affirm that the Licensee understands that the unit is government property and cannot be subject to any lien or obligation of the Licensee or Licensee's household.
- J. Obtain FEMA's prior written consent if there is a need to install any security system, or otherwise impede FEMA's access to the unit.
- K. Occupy the unit with only those persons named in this license. The Licensee must notify FEMA in writing within seven (7) days if there is a change in Users.

Initials of Licensee: _____

DIRECT TEMPORARY HOUSING PROGRAM

Appendix A

Individuals and Households Program Conditions for Use of Government Property

L. Not transfer or assign this license to any person except to another Authorized Users listed above, with FEMA's consent.

M. Use the unit continuously as housing and notify FEMA immediately in writing if leaving the unit for any period of time greater than 15 consecutive calendar days. Schedule any FEMA appointments for a date and time prior to the Licensee's planned absence from the unit of greater than 15 days.

N. Not engage in any illegal/criminal behavior or allow any illegal/criminal behavior to occur in the housing unit or the surrounding area.

O. Respect the rights and privacy of other individuals in any group site or commercial park, which includes not causing or permitting any disturbing noises, any objectionable or improper conduct, or any dangerous activities.

P. Comply with all rules for a group site or commercial park AND comply with all relevant local ordinances.

Q. Pet Policy (Subject to further restrictions as required by relevant local ordinances):

- Each household may own up to two domesticated indoor pets.
- An animal that displays vicious or dangerous behavior is not allowed.
- Pets must have current shots and ID tag at all times.
- Pets must be leashed when outside the unit and may not be left outside unattended.
- No outdoor pet kennels or pens are allowed at group or commercial-park sites.
- The Licensee and other Authorized User are responsible for picking up and properly disposing of pet droppings.

R. Prohibition on Use of Flammable Products:

- All outdoor cooking, fires and fire hazards are prohibited, including, but not limited to: grills, smokers, open pit fires, fireworks, propane tanks, and storage of combustible liquids, solids, or gasses inside or outside the unit.

Initials of Licensee: _____