

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Office of Community Planning and Development**

**SECTION 8 MODERATE REHABILITATION
SINGLE ROOM OCCUPANCY PROGRAM
FOR HOMELESS INDIVIDUALS**

RENEWAL OF HAP CONTRACT

1. BACKGROUND

Previously, the PHA entered into a HAP contract with the owner under the Section 8 Moderate Rehabilitation Single Room Occupancy (SRO) Program for Homeless Individuals. The HAP contract provided for Section 8 housing assistance payments by the PHA to the owner. The HAP contract identified covered contract units and specified the term of the HAP contract for such units.

The term of the HAP contract expires on _____. Under section 524(b)(1) of the Departments of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1998 (Public Law 105-65, 111 Stat. 1344, approved October 27, 1997) (1988 Act), as amended, HUD is authorized to renew expiring Section 8 SRO contracts. This renewal contract is entered in accordance with section 524(b)(1).

The contract renewal shall be for a term of one year and shall commence on the day after the HAP contract expires. The commencement date is specified in the "contract information" attached as an exhibit to this renewal contract.

(For HAP contracts that expire in stages, the term of the one year renewal for each stage commences on the day after expiration of the HAP contract for each stage. The exhibit of contract information separately specifies the commencement date for renewal of each HAP contract stage, and identifies the number of units, number of bedrooms, and contract rent of the contract units included in each stage.)

2. DEFINITIONS

Commencement date. The beginning of the one year renewal term. (The commencement date is specified in the contract information exhibit.)

Contract information. An exhibit attached to and made a part of this renewal contract. The exhibit specifies the amount of budget authority, commencement date of the renewal term, number of units, number of bedrooms and contract rent.

Contract units. The units covered by this renewal contract.

HAP contract. Section 8 Housing Assistance Payments

HUD. The U.S. Department of Housing and Urban Development.

One year. 365 days.

Public Housing Agency (PHA). The agency that has entered this renewal contract with the owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

3. TERM OF RENEWAL

The expiring HAP contract is renewed for a period of one year (365 days) beginning on the commencement date. (For HAP contracts that expire in stages, the contract information exhibit separately specifies the commencement date for the one year renewal term of each stage.)

4. CONTRACT RENT

During the renewal term, the monthly contract rents for the contract units described in the contract information exhibit shall be the amounts specified in the exhibit. Contract rents shall be calculated in accordance with HUD requirements, and shall in no event exceed the rent levels permitted by section 524(b)(1) and 24 CFR § 402.5.

The owner shall not receive any other payment or compensation for rental of the units.

During the renewal term, the following provisions of the expiring HAP contract do not apply:

- a. Provisions concerning annual and special adjustments of contract rent.
- b. Provisions concerning base rent.

If the renewal term commences on a date other than the first day of a calendar month, or ends on a date other than the last day of a calendar month, the contract rent shall be pro-rated.

5. RENEWAL OF OTHER TERMS

Except as provided in section 4 of this renewal contract, all terms of the expiring HAP contract are renewed.

6. MAXIMUM PAYMENT

Notwithstanding any other provision of the expiring HAP contract or this renewal contract, aggregate payments by the PHA to the owner under this renewal contract shall in no event exceed the amount of budget authority specified in the exhibit of contract information.

(For a HAP contract renewed in stages, aggregate payments for all stages under this renewal contract, shall in no event exceed such amount.)

7. OWNER RESPONSIBILITY

Physical condition standards. The owner warrants that the contract units comply with HUD's physical condition standards for housing that is decent, safe and sanitary and in good repair, and will so comply at all times during the term of this renewal contract.

Conditions for housing assistance payments. Unless the owner complies with the HAP contract and this renewal contract, the owner does not have a right to receive housing assistance payments.

8. EXCLUSION OF THIRD PARTY RIGHTS

The PHA does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action of failure to act in connection with the implementation of the HAP contract or renewal contract, or as a result of any other action or failure to act by the owner.

The owner is not the agent of the PHA, and the HAP contract or renewal contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner.

Nothing in the HAP contract or renewal contract shall be construed as creating any right of an assisted family or other third party (other than HUD) to enforce any provision of the HAP contract or renewal contract, or to assert any claim against HUD, the PHA or the owner under the HAP contract or renewal contract.

9. NOTICE

In accordance with section 8 (c)(8)(A) of the United States Housing Act of 1937, as amended, the owner shall provide, at a minimum, a one year written notice to the PHA and each assisted individual about the termination of this contract. The term "termination" means the expiration of the contract or any owner's refusal to renew the contract. The notice shall comply with HUD requirements.

If the owner fails to provide such 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 has provided such notice for the required period.

10. WHISTLEBLOWER RIGHTS AND PROTECTIONS

Employees of the Owner are covered by whistleblower rights and remedies established at 41 U.S.C. § 4712. Owner shall inform its employees in writing, in the predominant language of the workforce, of employees' whistleblower rights and protections under 41 U.S.C. § 4712. Owner shall insert the substance of this clause in all subcontracts and subgrants.

Signatures:

PUBLIC HOUSING AGENCY

Print Name of PHA

By: _____

Signature

Print Name and Title of Signatory

Date

OWNER

Print Name of Owner

By: _____
Signature

Print Name and Title of Signatory

Date

CONTRACT INFORMATION

Contract Number: _____

Project Name: _____

Address: _____

City and State: _____

Budget authority amount: \$ _____

Commencement date: _____

Number
of Units

Contract
Rent (per month)
