

Agreement to Enter into a Section 811 Rental Assistance Contract

OMB Approval No. 2502-0608
(Exp. XX-XX-XXXX)

For use under Section 811 of the National Affordable Housing Act

PRA Project No.:

811 PRA Contract Number:

FHA Project No. (if applicable):

This Agreement to Enter into a Section 811 Rental Assistance Contract (Agreement) is entered into between the _____ (Grantee) and _____ (Owner).

The Owner proposes to complete a housing project or commit an existing housing project as described in the approved Application. Upon the acceptable completion or commitment of the project, the Owner and Grantee will enter into a Section 811 Rental Assistance Contract (RAC) for the purpose of making rental assistance payments to enable eligible Extremely Low-Income Households (Households) to occupy units in the project.

1.1 Significant Dates, Contents, and Scope of Agreement.

(a) **Effective Date of Agreement:** (mm/dd/yyyy) _____ .

(b) **Contents of Agreement.** This Agreement consists of the following exhibits:

- (1) Exhibit A: Rental Assistance Contract, Part I and Part II (HUD-92235-PRA and HUD-92237-PRA) to be executed upon acceptable completion or commitment of the project
- (2) Exhibit B: The schedule of completion in stages, if applicable. (This exhibit should identify the units in each stage,)
- (3) Exhibit C: The schedule of Davis-Bacon wage tares, if applicable.
- (4) Additional Exhibits: Specify additional exhibits, if any. (If none, insert "None.")

(c) **Scope of Agreement.** This Agreement, including the exhibits, whether attached or incorporated by reference, comprises the entire agreement between the Owner and Grantee 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 Agreement, any applicable regulations, and agreements entered into in writing by the parties which are consistent with this Agreement. Nothing contained in this Agreement shall create or affect any relationship between Grantee and any contractors or subcontractors employed by the Owner in the completion of the project.

1.2 Grantee Assurance. The approval of this Agreement by Grantee is an assurance by the Grantee to the Owner that:

- (a) The faith of the Grantee is solemnly pledged to the payment of rental assistance payments pursuant to the Contract, and
- (b) HUD has obligated funds for these payments.

| | | | |
|-------------------|--|-------------------|--|
| Grantee | | Owner | |
| Signature | | Signature | |
| By | | By | |
| Name | | Name | |
| Official Title | | Official Title | |
| Date (mm/dd/yyyy) | | Date (mm/dd/yyyy) | |

The public reporting burden for this collection of information is estimated to average 1 hour, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address, please refer to OMB Approval No. 2502-0608. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. This collection of information is required, under Pub L. 111-374, to assist HUD in determining an applicant's eligibility and capacity to administer Project Rental Assistance Program funds to qualified multifamily rental owners for housing for persons with disabilities consistent with prescribed statutory and regulatory criteria for Direct Endorsement lenders to perform quality control reviews of loans originated by sponsored third party originators and to self-report findings of fraud, material misrepresentation, and other material findings to FHA. The information collected will be used to evaluate applications and make selection recommendations. No assurances of confidentiality are provided for this information collection.

Warning:

I/We, the undersigned, certify under penalty of perjury that the information provided on this form is true, accurate, and correct. **WARNING:** Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802.)