

**U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing**

**SECTION 8 PROJECT-BASED VOUCHER PROGRAM**

**AGREEMENT TO ENTER INTO  
HOUSING ASSISTANCE PAYMENTS CONTRACT**

**NEW CONSTRUCTION OR REHABILITATION**

**PART 1**

The public reporting burden for this collection of information is estimated to average 0.25 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. 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, R, Attention: Departmental Clearance Officer, 2415 Eisenhower Avenue Alexandria, Virginia 22314 Room 10000. Do not send completed forms to this address. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. This form is used in the administration of the project-based voucher (PBV) program, as authorized under section 8 of the United States Housing Act of 1937 (42 U.S.C. § 1437f). This form establishes terms between a PHA and owner prior to execution of a PBV HAP contract to provide housing assistance payments for eligible families. This information is required to obtain benefits. 24 CFR § 983.154. This information collected will not be held confidential.

## 1.1 Parties

This Agreement to Enter into Housing Assistance Payments Contract (“Agreement”) is between:

\_\_\_\_\_ (“PHA”) and  
\_\_\_\_\_ (“owner”).

## 1.2 Purpose

The owner agrees to develop the Housing Assistance Payments Contract (“HAP Contract”) units in accordance with Exhibit B and to comply with Housing Quality Standards (“HQS”), and the PHA agrees that, upon timely completion of such development activity in accordance with the terms of the Agreement, the PHA will enter into an initial HAP Contract with the owner for the Contract units. The Agreement must cover a single project, except one Agreement may cover multiple projects that each consist of a single-family building.

### 1.3 Contents of Agreement

This Agreement consists of Part 1, Part 2 and the following Exhibits:

EXHIBIT A: The PHA's written notice of proposal or project selection and the written response to the PHA by the owner or party that submitted the selected proposal or project accepting the terms and requirements stated in the notice. (Selection of proposal or project must have been in accordance with 24 CFR 983.51.)

EXHIBIT B: Description of development activity to be performed under this Agreement, including:

- if the Agreement is for rehabilitation of units, this exhibit must include the rehabilitation work write-up and, where the PHA has determined necessary, specifications and plans;
- if the Agreement is for new construction of units, the work description must include the working drawings and specifications;
- any requirements the PHA elects to establish in addition to HQS for design, architecture, or quality;
- a description of any required work item necessary to comply with the accessibility requirements of 24 CFR 983.153(e); and
- a description of any required work item if the requirement at 24 CFR 983.153(f) to install broadband infrastructure applies.

EXHIBIT C: Features of the housing to be developed, including:

- the site;
- the location of contract units on site;
- the number of contract units by area (square footage) and number of bedrooms and bathrooms;
- the services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent to owner;
- the utilities available to the contract units, including a specification of utility services to be paid by the owner (without charges in addition to rent) and utility services to be paid by the tenant; and

- estimated initial rent to owner for the contract units.

EXHIBIT D: The HAP contract.

## 1.4 Significant Dates

- A. **Effective Date of the Agreement:** The effective date of the Agreement must be on or after the date the Agreement is executed. The Agreement must be executed and effective prior to the commencement of development activity as described in 24 CFR 983.154(d), except as provided in 24 CFR 983.154(f) and (g). With respect to environmental review, a PHA may not execute an Agreement or HAP contract with an owner, and the PHA, the owner, and its contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct real property or commit or expend program or local funds for these activities, until one of the outcomes at 24 CFR 983.56(d) occurs. When a subsidy layering review is required, it must occur before a PHA attaches assistance to a project. Specifically, the PHA may not execute an Agreement with an owner until HUD or a housing credit agency approved by HUD has conducted any required subsidy layering review and determined that the PBV assistance is in accordance with HUD subsidy layering requirements.
- B. A project may either be a single-stage or multi-stage project. A single-stage project will have the same Agreement effective date for all contract units. A multi-stage project will separate effective dates for each stage.

### \_\_\_\_\_ **Single-stage project**

- i. Effective Date for all contract units: \_\_\_\_\_
- ii. Date of Commencement of the Work: The date for commencement of work is not later than \_\_\_\_\_ calendar days after the effective date of this Agreement.
- iii. Time for Completion of the Work: The date for completion of the work is not later than \_\_\_\_\_ calendar days after the effective date of this Agreement.

### \_\_\_\_\_ **Multi-Stage Project**

Enter the information for each stage upon execution of the Agreement for the corresponding stage.

STAGE	NUMBER OF UNITS	EFFECTIVE DATE	DATE OF COMMENCEMENT OF WORK	TIME FOR COMPLETION OF WORK

### 1.5 Nature of the Work

\_\_\_\_\_ This Agreement is for **New Construction** of units to be assisted by the project-based voucher program.

\_\_\_\_\_ This Agreement is for **Rehabilitation** of units to be assisted by the project-based voucher program.

### 1.6 Schedule of Completion

- A. **Timely Performance of Work:** The owner agrees to begin work no later than the date for commencement of work as stated in Section 1.4. In the event the work is not commenced, diligently continued and completed as required under this Agreement, the PHA may terminate this Agreement or take other appropriate action. The owner agrees to report promptly to the PHA the date work is commenced and furnish the PHA with progress reports as required by the PHA.
- B. **Time for Completion:** All work must be completed no later than the end of the period stated in Section 1.4. Where completion in stages is provided for, work related to units included in each stage shall be completed by the stage completion date and all work on all stages must be completed no later than the end of the period stated in Section 1.4.
- C. **Delays:** If there is a delay in the completion due to unforeseen factors beyond the owner's control as determined by the PHA, the PHA agrees to extend the time for completion for an appropriate period as determined by the PHA in accordance with HUD requirements.

### 1.7 Agreement Amendment and/or Changes in Work

- A. Pursuant to 24 CFR 983.154(c), the PHA and owner may agree to amend the contents of the Agreement (see 24 CFR 983.154(e)) by executing an addendum to the Agreement, so long as such amendments are consistent with all requirements of 24 CFR part 983. The PHA and owner may only execute an addendum affecting a unit prior to the PHA accepting the completed unit.
- B. The owner must obtain prior PHA approval for any change from the work specified in Exhibit B which would alter the design, architecture, or quality of the rehabilitation or construction. The PHA is not required to approve any changes requested by the owner. PHA approval of any change may be conditioned on establishment of a lower initial rent to owner at the amounts determined by PHA.
- C. If the owner makes any changes in the work without prior PHA approval, the PHA may establish lower initial rents to owner at the amounts determined by PHA in accordance with HUD requirements.
- D. The PHA or independent entity (or HUD in the case of insured or coinsured mortgages) may inspect the work during rehabilitation or construction to ensure that work is proceeding on schedule, is being accomplished in accordance with the terms of the Agreement, meets the level of material described in Exhibit B and meets typical levels of workmanship for the area.

**1.8 Work Completion**

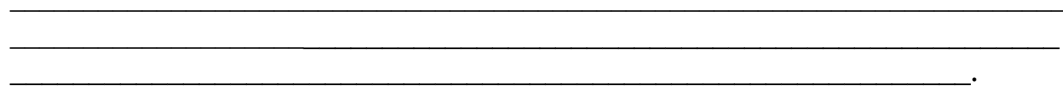
- A. Conformance with Exhibit B: The work must be completed in accordance with Exhibit B. The owner is solely responsible for completion of the work.
- B. When the work is completed, the owner must provide the PHA or the independent entity (in the case of PHA-owned units) with the following:
  - 1. A certification by the owner, in the form and manner prescribed by the PHA, that development activity under 24 CFR 983.152 has been completed, and that all such work was completed in accordance with HUD requirements; and
  - 2. The following evidence of completion of work, in the form and manner required by the PHA’s Administrative Plan:

The PHA must list the required evidence below:

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## **1.9 Inspection and Acceptance by the PHA or Independent Entity (as applicable) of Completed Contract Units**

- A. Completion of Contract Units: After the PHA or independent entity (in the case of PHA-owned units) has received all required evidence of completion and the owner's certification that all work was completed in accordance with applicable requirements, the PHA or the independent entity (as applicable) must:
  - 1. Review the evidence to determine whether the development activity was completed in accordance with applicable requirements; and
  - 2. Inspect the completed units to determine whether they comply with HUD's HQS (see 24 CFR 983.103(b)) and any additional design, architecture, or quality requirements specified by the PHA.
- B. Non-Acceptance: If the PHA or independent entity (in the case of PHA-owned units) determines the work has not been completed in accordance with applicable requirements, including non-compliance with the HUD's HQS and/or any additional design, architecture, or quality requirements specified by the PHA, the PHA or independent entity, as applicable, shall promptly notify the owner of this decision and the reasons for the non-acceptance. The parties must not enter into the HAP contract.
- C. Acceptance: If the PHA or independent entity (in the case of PHA-owned units) determines the housing has been completed in accordance with applicable requirements, and the completed units meet HUD's HQS and any additional design, architecture, or quality requirements specified by the PHA, then the PHA must submit the HAP contract for execution by the owner and execute the HAP contract.
- D. Completion in Stages: The PHA or independent entity (in the case of PHA-owned units) must determine separately for each stage whether the development activity was completed in accordance with the applicable requirements per 983.155 and that the units meet HUD's HQS and any additional design, architecture, or quality requirements specified by the PHA. If the first stage is determined compliant, then the PHA must submit the HAP contract for execution by the owner and must execute the HAP

contract for PBV rehabilitated housing and newly constructed housing projects. As each subsequent stage is determined compliant, the PHA and owner must amend the HAP contract to add the units to the HAP contract (see 24 CFR 983.207(g)).

### **1.10 Acceptance where Defects or Deficiencies are Reported:**

- A. If other defects or deficiencies exist, the PHA shall determine whether and to what extent the defects or deficiencies are correctable, whether the units will be accepted after correction of defects or deficiencies, and the requirements and procedures for such correction and acceptance.
- B. Completion in Stages: Where completion in stages is provided for, the procedures of this paragraph shall apply to each stage.

### **1.11. Execution of HAP Contract**

- A. Time and Execution: Upon acceptance of the units by the PHA, the owner and the PHA execute the HAP contract.
- B. Completion in Stages: Where completion in stages is provided for, the number and types of units in each stage and the initial rents to owner for such units shall be separately shown in Exhibit C of the contract for each stage. Upon acceptance of the first stage, the owner shall execute the contract and the signature block provided in the contract for that stage. Upon acceptance of each subsequent stage, the owner shall execute the signature block provided in the contract for such stage.
- C. Form of Contract: The terms of the contract shall be provided in Exhibit D of this Agreement. There shall be no change in the terms of the contract unless such change is approved by HUD headquarters. Prior to execution by the owner, all blank spaces in the contract shall be completed by the PHA.
- D. Survival of Owner Obligations: Even after execution of the contract, the owner shall continue to be bound by all owner obligations under the Agreement.

### **1.12 Initial Determination of Rents**

- A. The estimated amount of initial rent to owner shall be established in Exhibit C of this Agreement.

- B. The initial amount of rent to owner is established at the beginning of the HAP Contract term.
- C. The estimated and initial rent to owner for each unit may in no event exceed the amount authorized in accordance with HUD regulations and requirements. Where the estimated initial rent to owner exceeds the amount authorized in accordance with HUD regulations, the PHA shall establish a lower initial rent to owner, in accordance with HUD regulations and requirements.

### **1.13 Uniform Relocation Act**

- A. A displaced person must be provided relocation assistance at the levels described in and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4201-4655) and implementing regulations at 49 CFR part 24.
- B. The cost of required relocation assistance may be paid with funds provided by the owner, or with local public funds, or with funds available from other sources. Payment of relocation assistance must be paid in accordance with HUD requirements.
- C. The acquisition of real property for a project to be assisted under the program is subject to the URA and 49 CFR part 24, subpart B.
- D. The PHA must require the owner to comply with the URA and 49 CFR part 24.
- E. In computing a replacement housing payment to a residential tenant displaced as a direct result of privately undertaken rehabilitation or demolition of the real property, the term “initiation of negotiations” means the execution of the Agreement between the owner and the PHA.

### **1.14 Protection of In-Place Families**

- A. In order to minimize displacement of in-place families, if an in-place family is determined to be eligible prior to placement of the family’s unit on the HAP Contract, the in-place family must be placed on the PBV waiting list (if the family is not already on the list) and given an absolute selection preference. If the PHA’s waiting list for PBV assistance is not a project-specific waiting list, the PHA must refer the family to the applicable project owner for an appropriate-size PBV unit in the specific project.

- B. This protection does not apply to families that are not determined to be eligible to participate in the program prior to placement of the family's unit on the HAP Contract.
- C. The term "in-place family" means a family residing in a proposed contract unit on the proposal or project selection date.
- D. Assistance to in-place families may only be provided in accordance with the program regulations and other HUD requirements.

### **1.15 Termination of Agreement and Contract**

The Agreement and HAP contract (if applicable) may be terminated upon at least 30 days notice to the owner by the PHA or HUD if the PHA or HUD determines that the contract units were not eligible for selection in conformity with HUD requirements.

### **1.16 Rights of HUD if PHA Defaults Under Agreement**

If HUD determines that the PHA has failed to comply with this Agreement or has failed to take appropriate action to HUD's satisfaction or as directed by HUD, for enforcement of the PHA's rights under this Agreement, HUD may assume the PHA's rights and obligations under the Agreement, and may perform the obligations and enforce the rights of the PHA under the Agreement. HUD will, if it determines that the owner is not in default, pay Annual Contributions for the purpose of providing housing assistance payments with respect to the dwelling unit(s) under this Agreement for the duration of the HAP contract.

### **1.17 Owner Default and PHA Remedies**

#### **A. Owner Default**

Any of the following is a default by the owner under the Agreement:

1. The owner has failed to comply with any obligation under the Agreement.
2. The owner has violated any obligation under any housing assistance payments contract for another project under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

3. The owner has committed any fraud or made any false statement to the PHA, HUD, or the independent entity in connection with the Agreement.
4. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing assistance program.
5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or mortgage insured by HUD and:
  - a. The owner has failed to comply with the regulations for the applicable HUD loan or mortgage insurance program, with the mortgage or mortgage note, or with the regulatory agreement; or
  - b. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.
6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

**B. PHA Remedies**

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the Agreement.
2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.
3. The PHA's rights and remedies under the Agreement include but are not limited to: (i) terminating the Agreement; and (ii) declining to execute the HAP contract for some or all of the units.

**C. PHA Remedy is not Waived**

The PHA's exercise or non-exercise of any remedy for owner breach of the Agreement is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

## 1.18 PHA and Owner Relation to Third Parties

- A. Selection and Performance of Contractor
1. The PHA has not assumed any responsibility or liability to the owner, or any other party for performance of any contractor, subcontractor or supplier, whether or not listed by the PHA as a qualified contractor or supplier under the program. The selection of a contractor, subcontractor or supplier is the sole responsibility of the owner and the PHA is not involved in any relationship between the owner and any contractor, subcontractor or supplier.
  2. The owner must select a competent contractor to undertake rehabilitation or construction. The owner agrees to require from each prospective contractor a certification that neither the contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contract by the Comptroller General or any federal Department or agency. The owner agrees not to award contracts to, otherwise engage in the service of, or fund any contractor that does not provide such certification.
- B. Injury Resulting from Work under the Agreement: The PHA has not assumed any responsibility for or liability to any person, including a worker or a resident of the unit undergoing work pursuant to this Agreement, injured as a result of the work or as a result of any other action or failure to act by the owner, or any contractor, subcontractor or supplier.
- C. Legal Relationship: The owner is not the agent of the PHA and this Agreement does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractor or subcontractors used by the owner in the implementation of the Agreement.
- D. Exclusion of Third Party Claims: Nothing in this Agreement shall be construed as creating any right of any third party (other than HUD) to enforce any provision of this Agreement or the Contract, or to assert any claim against HUD, the PHA or the owner under the Agreement or the Contract.
- E. Exclusion of owner Claims against HUD: Nothing in this Agreement shall be construed as creating any right of the owner to assert any claim against HUD.

## 1.19 PHA-Owned Units

Notwithstanding Section 1.18 of this Agreement, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.57 regarding PHA-owned units.

## 1.20 Conflict of Interest

- A. Interest of Members, Officers, or Employees of PHA, Members of Local Governing Body, or Other Public Officials
1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, in the Agreement or HAP contract.
  2. HUD may waive this provision for good cause.
- B. Disclosure

The owner has disclosed to the PHA any interest that would be a violation of the Agreement or HAP contract. The owner must fully and promptly update such disclosures.

## 1.21 Interest of Member or Delegate to Congress

No member of or delegate to the Congress of the United States of America or resident-commissioner shall be admitted to any share or part of the Agreement or HAP contract or to any benefits arising from the Agreement or HAP contract.

## 1.22 Transfer of the Agreement, HAP Contract, or Property

- A. PHA Consent to Transfer

The owner agrees that the owner has not made and will not make any transfer in any form, including any sale or assignment, of the Agreement, HAP contract, or the property without the prior written consent of the PHA. A change in ownership in the owner, such as a stock transfer or transfer of the

interest of a limited partner, is not subject to the provisions of this section. Transfer of the interest of a general partner is subject to the provisions of this section.

**B. Procedure for PHA Acceptance of Transferee**

Where the owner requests the consent of the PHA for a transfer in any form, including any sale or assignment, of the Agreement, the HAP contract, or the property, the PHA must consent to a transfer of the Agreement or HAP contract if the transferee agrees in writing (in a form acceptable to the PHA) to comply with all the terms of the Agreement and HAP contract, if the transferee is acceptable to the PHA. The PHA's criteria for acceptance of the transferee must be in accordance with HUD requirements.

**C. When Transfer is Prohibited**

The PHA will not consent to the transfer if any transferee or other project principal (including the officers and principal members, shareholders, investors, and other parties having a substantial interest in the project) are debarred, suspended, subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or nonprocurement programs.

## **1.23 Exclusion from Federal Programs**

**A. Federal Requirements**

The owner must comply with and is subject to requirements of 2 CFR part 2424.

**B. Disclosure**

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.
2. The owner and other project principals (including the officers and principal members, shareholders, investors, and other parties having a substantial interest in the project) are not listed on the U.S. General Services Administration list of parties excluded from Federal procurement and non-procurement programs, nor are debarred,

suspended, subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424.

## 1.24 Lobbying Certifications

- A. The owner certifies, to the best of the owner's knowledge and belief, that:
  - 1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the Agreement or HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
  - 2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Agreement or HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

## 1.25 Subsidy Layering

### A. Owner Disclosure

The owner must disclose to the PHA, in accordance with HUD requirements, information regarding any related assistance from the Federal government, a State, or a unit of general local government, or any agency or instrumentality thereof, that is made available or is expected to be made available with respect to the contract units. Such related assistance includes, but is not limited to, any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance.

### B. Limit of Payments

Housing assistance payments under the HAP contract must not be more than is necessary, as determined in accordance with HUD requirements, to provide

affordable housing after taking account of such related assistance. The PHA will adjust in accordance with HUD requirements the amount of the housing assistance payments to the owner to compensate in whole or in part for such related assistance.

## 1.26 Prohibition of Discrimination

- A. The owner may not refuse to lease contract units to, or otherwise discriminate against, any person or family in leasing of a contract unit, because of race, color, religion, sex, national origin, disability, age, or familial status.
- B. The owner must comply with the following requirements:
  - 1. The Fair Housing Act (42 U.S.C. 3601–19) and implementing regulations at 24 CFR part 100 *et seq.*;
  - 2. Regulations at 24 CFR part 107;
  - 3. Executive Order 11063, as amended by Executive Order 12259 (3 CFR 1959–1963 Comp., p. 652, and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d–2000d– 4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1;
  - 4. The Age Discrimination Act of 1975 (42 U.S.C. 6101–6107) and implementing regulations at 24 CFR part 146;
  - 5. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8;
  - 6. Title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*; 28 CFR part 35.
  - 7. Applicable regulations at 41 CFR chapter 60;
  - 8. Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprise Development); and
  - 9. Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393, and 3 CFR, 1987 Comp., p. 245) (Women’s Business Enterprise).

- C. The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes and all related rules and regulations.

### **1.27 Owner Duty to Provide Information and Access to HUD and PHA**

- A. The owner must furnish any information pertinent to this Agreement as may be reasonably required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.
- B. The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers, and records of the owner to the extent necessary to determine compliance with this Agreement.

### **1.28 Notices and Owner Certifications**

- A. Where the owner is required to give any notice to the PHA pursuant to this Agreement, such notice shall be in writing and shall be given in the manner designated by the PHA.
- B. Any certification or warranty by the owner pursuant to the Agreement shall be deemed a material representation of fact upon which reliance was placed when this transaction was entered into.

### **1.29 HUD Requirements**

- A. The Agreement and the HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including amendments or changes in HUD requirements. The owner agrees to comply with all such laws and HUD requirements.
- B. HUD requirements are requirements that apply to the project-based voucher program. HUD requirements are issued by HUD Headquarters as regulations, *Federal Register* notices, or other binding program directives.

### **1.30 Applicability of Part II Provisions — Check All that Apply**

\_\_\_\_\_ Labor Standards Requirements

Sections 2.3, 2.7, and 2.9 apply only when this Agreement covers nine or more units.

\_\_\_\_\_ Flood Insurance

Section 2.10 applies if units are located in areas having special flood hazards and in which flood insurance is available under the National Flood Insurance Program.



**EXECUTION OF THE AGREEMENT**

I/We, the undersigned, certify under penalty of perjury that the information provided above 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).

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**PUBLIC HOUSING AGENCY (PHA)**

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**Name of PHA (Print)**

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By:

Signature of authorized representative

Name and official title (Print)

Date

**OWNER**

**Name of Owner (Print)**

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By:

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Signature of authorized representative

Name and official title (Print)

Date