OMB Control Number 2502–0587
form HUD–93184; exp. XX/XX/XXXX

Rider to Original Section 8 Housing Assistance Payments Contract

This form is used in the administration of the project-based rental assistance program, as authorized under section 8 of the United States Housing Act of 1937. The public reporting burden for completing this form is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, and gathering and maintaining the data needed. The information collected is required to obtain benefits. HUD may disclose certain information to Federal, State, or local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. Information collected will not otherwise be disclosed or released outside of HUD, except as required and permitted by law. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Preparation of Rider

Reference numbers in this form refer to notes at the end of the Rider. These endnotes are instructions for preparation of the Rider. The instructions are not part of the Rider.

This form is to be used only where a PHA (not HUD) is the Contract Administrator on both the Original Section 8 HAP Contract and the Renewal Contract. The Owner and Contract Administrator are to execute this Rider on the same day on which they execute the Renewal Contract.

CONTRACT INFORMATION

Project Name: _____

FHA Project Number: _____

Section 8 Contract Number: _____

Project Description _____

_____

_____

This Rider (Rider) to the Original Section 8 Housing Assistance Payments (HAP) Contract for the Project (which is identified on Page 1 of the Rider), is among the Contract Administrator, the Owner, and the U.S. Department of Housing and Urban Development (HUD). The Rider provides as follows:

1. Recitals

A. The Contract Administrator and the Owner are parties to an Original Section 8 HAP Contract, which was entered into pursuant to Section 8 of the United States Housing Act of 1937 for the purpose of providing housing assistance payments to the Owner on behalf of eligible families leasing and occupying units at the Project. The Original Section 8 HAP Contract has not yet expired. It is attached to the Rider and labeled "Attachment A".[1]

B. HUD approved the Original Section 8 HAP Contract, as indicated on the first page and/or the signature page of such Contract, but HUD is not a party to the Original Section 8 HAP Contract.

C. The Contract Administrator and HUD are parties to an Annual Contributions Contract (ACC), which was entered into pursuant to Section 8 of the United States Housing Act of 1937. It is attached to the Rider and labeled "Attachment B".[2] The Owner is not a party to or a third-party beneficiary of the ACC.

2. Amendment of Original Section 8 HAP Contract

Part II of the Original Section 8 HAP Contract is hereby amended to include the following provisions:

A. **Physical Condition Standards and Inspection Requirements.** The Owner shall comply with the Physical Condition Standards and Inspection Requirements, currently codified at 24 C.F.R. Part 5, Subpart G, and any related Directives, including any changes to 24 C.F.R. Part 5, Subpart G and any related Directives. Furthermore, the Owner shall comply with the requirements for the Physical Condition of Multifamily Properties, currently codified at 24 C.F.R. Part 200, Subpart P, and any related Directives, including any changes to 24 C.F.R. Part 200, Subpart P and any related Directives. This obligation shall apply during the remainder of the term of the Original Section 8 HAP Contract and during each renewal term of the Original Section 8 HAP Contract.

B. **Uniform Financial Reporting Standards.** The Owner shall comply with the Uniform Financial Reporting Standards, currently codified at 24 C.F.R. Part 5, Subpart H, and any related Directives, including any changes to 24 C.F.R. Part 5, Subpart H and any related Directives. This obligation shall apply during the remainder of the term of the Original Section 8 HAP Contract and during each renewal term of the Original Section 8 HAP Contract.

3. Termination and Renewal of Original Section 8 HAP Contract

A. The Contract Administrator and Owner mutually desire to terminate the Original Section 8 HAP Contract. The Owner has requested that, immediately after termination of the Original Section 8 HAP Contract, the Contract Administrator renew it under section 524 of the Multifamily Assisted Housing Reform and

Affordability Act of 1997 (MAHRA) with a Renewal Contract for a multi-year term.

B. The Original Section 8 HAP Contract, as amended by Section 2 of this Rider, is hereby terminated.

C. Pursuant to the Owner's request, the Contract Administrator has renewed the Original Section 8 HAP Contract, as amended by Section 2 of this Rider, under section 524 of MAHRA.

D. The Contract Administrator and the Owner are parties to the Renewal Contract. HUD is not a party to the Renewal Contract.

E. Except as specifically modified by the Renewal Contract, all provisions of the Original Section 8 HAP Contract, including the amendments contained in Section 2 of this Rider, are renewed (only to the extent such provisions are consistent with statutory requirements in effect at the beginning of Renewal Contract term).

F. The Renewal Contract is attached to this Rider and labeled "Attachment C."[3]

4. HUD Approval

HUD has approved the terms of this Rider.

5. Release of Claims

A. Notwithstanding any provisions in the Original Section 8 HAP Contract, the Renewal Contract, or the ACC, including but not limited to provisions concerning rent adjustments or annual contributions, in exchange for HUD's approval of the terms of this Rider, the Owner (including the Owner's heirs, executors, administrators) releases, waives, and abandons any and all claims against the Contract Administrator, HUD, or the United States, and their agencies, agents, and employees, arising out of or related to the ACC, Original Section 8 HAP Contract, or rent adjustments, whether asserted at any time or not.

B. Notwithstanding any provisions in the Original Section 8 HAP Contract, the Renewal Contract, or the ACC, including but not limited to provisions concerning rent adjustments or annual contributions, in exchange for HUD's approval of the terms of this Rider, the Contract Administrator (including the Contract Administrator's heirs, executors, administrators) releases, waives, and abandons any and all claims against HUD, or the United States, and their agencies, agents, and employees, arising out of or related to the ACC, Original Section 8 HAP Contract, or rent adjustments, whether asserted at any time or not.

IN WITNESS WHEREOF, the Contract Administrator, the Owner, and HUD have caused this Rider to be executed.

SIGNATURES

Contract Administrator (CA)

_____
Name of Contract Administrator (print or type)

By: _____
Signature of authorized representative

_____
Name and official title (print or type)

_____
Date (mm/dd/yyyy)

Owner

_____
Name of Owner (print or type)

By: _____
Signature of authorized representative

_____
Name and title (print or type)

_____
Date (mm/dd/yyyy)

U.S. Department of Housing and Urban Development (HUD)

By:_____
Signature of authorized representative

_____
Name and official title (print or type)

_____
Date (mm/dd/yyyy)

[1] Label the Original Section 8 HAP Contract “Attachment A” at the top of the first page of such Contract and attach the Original Section 8 HAP Contract to this Rider.

[2] Label the ACC “Attachment B” at the top of the first page of the ACC and attach the ACC to this Rider.

[3] Label the Renewal Contract “Attachment C” at the top of the first page of such Contract and attach the Renewal Contract to this Rider.