OMB Control Number 2502–0587
form HUD–52522a; exp. XX/XX/XXXX

Housing Assistance Payments Contract
Section 8 Housing Assistance Payments Program*

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.

PART I

Type of Project (*check the applicable box*):	(*check if applicable*)	☒ 24 C.F.R. Part 880
☐ Private Owner or	☐ Partially Assisted Project (as defined in 24 C.F.R. § 880.201)	
☐ PHA-Owner	☐ Small Project (as defined in 24 C.F.R. § 880.201)	

Type of Financing (*if applicable*):	Section 8 Project Number:	FHA Project Number (*if applicable*):

This Housing Assistance Payments Contract (Contract) is entered into by and between _____ (PHA), which is a public housing agency as defined in the U.S. Housing Act of 1937, 42 U.S.C. 1437, *et seq* (Act) and _____ (Owner), and approved by the United States of America acting through the Department of Housing and Urban Development (HUD) pursuant to the Act and the Department of Housing and Urban Development Act, 42 U.S.C. 3531, *et seq*. The PHA is the Contract Administrator (CA) pursuant to an Annual Contributions Contract (ACC) between the PHA and HUD. The purpose of this Contract is to provide housing assistance payments on behalf of eligible Families leasing decent, safe and sanitary units from the Owner of the project. HUD has transferred or will transfer budget authority to the Contract pursuant to section 8(bb)(1) of the Act.

1.1 HUD Requirements, Fiscal Year, and Other Items

(a) HUD Requirements. The Contract shall be construed and administered in accordance with section 8 of the Act; all other applicable sections of the Act; all applicable HUD regulations, including 24 CFR Part 880, as in effect November 5, 1979, as amended; including any amendments to and/or changes in statutory requirements, HUD regulations, and other requirements.

(b) Fiscal Year. The ending date of each Fiscal Year shall be _____. ([Insert March 31, June 30, September 30, or December 31, as approved by HUD.) The Fiscal Year for the project shall be the 12-month period ending on this date. However, the first Fiscal Year for the project is the period beginning with the effective date of the Contract and ending

* This Housing Assistance Payments Contract is for use only in transactions under section 8(bb)(1) of the United States Housing Act of 1937 in which the project to which HUD has transferred or will transfer budget authority is unassisted.

on the last day of the Fiscal Year which is not less than 12 months after the effective date.

(c) Project Description. (Print or type the name of the project, the physical address of the project, the total number of units in the project, and the total number of section 8-assisted units.)

_____

_____

_____

(d) Statement of Services, Maintenance and Utilities Provided by the Owner.

(1) Services and Maintenance:

(2) Equipment:

(3) Utilities:

(4) Other:

(e) Contents of Contract. This Contract consists of Part I, Part II, and the following exhibits:

(1) Exhibit 1: Schedule of Contract Units and Contract Rents;

(2) Exhibit 2: Daily Debt Service; and

(3) Exhibit 3: The Affirmative Fair Housing Marketing Plan, if applicable.

Immediately after section 1.1(e)(3) above, print or type the name(s) of any additional exhibit(s). If none, print or type “none.”

(f) Scope of Contract. This Contract, including the exhibits, which are hereby incorporated into and made a part of the Contract, comprises the entire agreement between the Owner and the PHA 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 Contract, any applicable regulations, and agreements entered into in writing by the parties which are not inconsistent with this Contract.

(g) Assignability of Contract. HUD may assign the Contract to a successor PHA under ACC with HUD for the purpose of PHA administration of the Contract. Unless and until HUD does so, the PHA identified at the top of page 1 shall be the CA and, in that capacity, a party to the Contract. Upon any assignment of the Contract by HUD to a successor PHA, the successor PHA shall assume all the contractual and all other legal obligations of the previous PHA and shall replace the previous PHA as the CA and as a party to the Contract during the term of the ACC between HUD and the successor PHA.

1.2 Effective Date, Initial Term, and Funding For Initial Term of Contract

(a) Effective Date and Initial Term. The Contract begins on _____ (mm/dd/yyyy) and shall run for an initial term of _____ (fill in the appropriate number) _____ (fill in the word "day," "days," "month," or "months," as appropriate).

(b) Funding for Initial Term.

(1) Execution of the Contract by HUD is an obligation of HUD of $ _____, an amount sufficient to provide housing assistance payments for approximately _____ (fill in the appropriate number) _____ (fill in the word "day," "days," "month," or "months," as appropriate) of the first increment of the initial term of the Contract.

(2) HUD will provide additional funding for any remainder of the first annual increment and for subsequent annual increments, including any remainder of such subsequent annual increments, subject to the availability of sufficient appropriations. When such appropriations are available, HUD will obligate additional funding and provide the Owner written notification of (i) the amount of such additional funding, and (ii) the approximate amount of time within the Contract term to which it will be applied.

(3) HUD has executed the Contract solely for the purpose of obligating funding for the Contract; HUD is not a party to the Contract.

1.3 Owner Obligation to Operate Project

The Owner agrees to operate the project in accordance with this Contract for the full initial term of the Contract.

1.4 Flood Insurance Applicability

☐ If the preceding box is checked, the Owner agrees that the project will be covered, during the life of the property, regardless of transfer of ownership, by flood insurance in an amount at least equal to its development or project cost (less estimated land cost) or to the maximum limit of coverage made available

with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less.

SIGNATURES

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; 31 U.S.C. §§ 3729, 3802)

As evidenced by the signature below of their authorized representative, the Owner and the PHA hereby agree to the terms of this Contract, the scope of which is set forth in section 1.1(g) of the Contract.

PUBLIC HOUSING AGENCY

_____

Name of Public Housing Agency (print or type)

By:

_____

Signature of authorized representative

_____

Name of Signatory (print or type)

_____

Official Title (print or type)

_____

Date (mm/dd/yyyy)

OWNER

_____

Name of Owner (print or type)

By:

_____

Signature of authorized representative

_____

Name of Signatory (print or type)

_____

Official Title (print or type)

_____

Date (mm/dd/yyyy)

APPROVED BY:

UNITED STATES OF AMERICA SECRETARY OF HOUSING AND URBAN DEVELOPMENT

By:_____
Signature of authorized representative

_____
Name of Signatory (print or type)

_____
Official Title (print or type)

_____
Date (mm/dd/yyyy)

EXHIBIT 1

Schedule of Contract Units and Contract Rents

Number of Contract Units	Number of Bedrooms	Contract Rent	Utility Allowance	Gross Rent

EXHIBIT 2

Daily Debt Service

Number of Rooms	Number of Units	Daily Debt Service
0		**$**
1		**$**
2		**$**
3		**$**
4		**$**
5		**$**

This information is used for computing assistance payments for vacant units under section 2.3(d) of the Contract.

EXHIBIT 3

Affirmative Fair Housing Marketing Plan (if applicable)