

**Part I of the  
Rental Assistance Contract**

Section 811 Project Rental Assistance (PRA)

**U.S. Department of  
Housing and Urban  
Development**  
Office of Housing  
Federal Housing  
Commissioner

OMB Approval No. 2502-0608  
(exp. 04/30/2020)

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.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, Paperwork Reduction Project, to the Office of Information Technology, US. Department of Housing and Urban Development, Washington, DC 20410-3600. When providing comments, 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.

PRA Project Number:	811 PRA Contract Number:	FHA Project Number (if applicable):
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This Rental Assistance Contract (Contract) is entered into by and between \_\_\_\_\_ (Grantee), and \_\_\_\_\_ (Owner).

**Statutory and Administrative Authority.** Section 811 of the Cranston-Gonzalez National Affordable Housing Act of 1990, 42.U.S.C. 8013, as amended by the Frank Melville Supportive Housing Investment Act of 2010, Pub. L. No. 111-374; the Department of Housing and Urban Development Act, 42 U.S.C. 3531, *et seq*, and pursuant to the applicable HUD administrative and regulatory requirements.

**Purpose.** The purpose of this Contract is to provide Project Rental Assistance Payments on behalf of Eligible Families leasing Decent, Safe and Sanitary Assisted Units from the Owner.

**1.1 Significant Dates and Other Items; Contents and Scope of Contract.**

- (a) **Effective Date of Contract:** \_\_\_\_\_,
- (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 on the last day of the Fiscal Year which is not less than 12 months after the effective date. If the first Fiscal Year exceeds 12 months, the maximum total annual rental assistance payment in section 1.1(c) will be adjusted by the addition of the pro rata amount applicable to the period of operation in excess of 12 months.
- (c) **Maximum Annual Contract Commitment.** The maximum annual amount of the commitment for Project Rental Assistance Payments under this Contract, as identified in Exhibit 1.
- (d) **Project Description:** Include the projects street address, city, county, state and zip code, block and lot number (if known), and any other information necessary to clearly designate the covered project:
- (e) **Statement of Services, Maintenance and Utilities Provided by the Owner:**

(1) Services and Maintenance:

(2) Equipment:

(3) Utilities:

(4) Other:

(f) **Contents of Contract.** This Contract consists of Part I, Part II and the following Exhibits:

- (1) Exhibit 1: Schedule of Assisted Units and Contract Rents. The schedule showing the number of units by size (Contract Units) and their applicable rents (Contract Rents)
- (2) Exhibit 2: iREMS Data Record
- (3) Exhibit3: Use Agreement
- (4) Exhibit4: Lease
- (5) Exhibit5. Definitions

Additional exhibits (Specify additional exhibits, if any, such as Special Conditions for Acceptance. If none, insert "None"):

(g) **Scope of Contract.** This Contract, including the Exhibits, whether attached or incorporated by reference, comprises the entire agreement between the Owner and the 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 Contract, any applicable regulations, and agreements entered into in writing by the parties which are not inconsistent with this Contract.

### **1.2 Term of Contract, Obligation to Operate Project for Full Term.**

- (a) **Term of Contract.** The term of this Contract for any unit shall be \_\_\_\_\_ years. (Note: Minimum contract term shall be 20 years).
- (b) **Obligation to Operate Project for Full Term.** The Owner agrees to continue operation of the Assisted Units within the project in accordance with this Contract for the full term specified in paragraph (a).

### **1.3 Grantee Assurance.**

- (a) Grantee has or will receive funds from HUD, pursuant to Section 811 of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, and subject to appropriations, will provide Project Rental Assistance Payments for the Assisted Units.
- (c) Consistent with the Cooperative Agreement between HUD and the Grantee, Grantee shall provide Project Rental Assistance Payments for Assisted Units to the Eligible Multifamily Owner, as identified under this Contract.

**Warning:** 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both. I certify that the information provided on this form and in any accompanying documentation is true and accurate. I acknowledge that making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment.

**Signature Page**

Name of Owner (Print)

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By: \_\_\_\_\_  
Signature of authorized representative

Name (Print) \_\_\_\_\_

Official Title (Print) \_\_\_\_\_

Date: \_\_\_\_\_

Grantee

By: \_\_\_\_\_  
Signature of authorized representative

Name (Print) \_\_\_\_\_

Official Title (Print) \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit 1**

**Schedule of Assisted Units and Contract Rents <sup>1</sup>**

Number of Contract Units	Number of Bedrooms	Contract Rent	Utility Allowance	Gross Rent	Maximum Annual Contract Commitment (Number of Contract Units x Gross Rent)

Total Maximum Annual Contract Commitment<sup>2</sup>: \_\_\_\_\_

Total Number of Assisted Units: \_\_\_\_\_

Total Number of Non-Assisted Units Restricted to Persons with Disabilities: \_\_\_\_\_

Expiration Date of the Unit Restriction above, if applicable: \_\_\_\_\_

Total Number of Units at the Property (Assisted + Non-Assisted): \_\_\_\_\_

Percent of Assisted Units and other Units Restricted to Persons with Disabilities at the Property <sup>3</sup>: \_\_\_\_\_

<sup>1</sup> This Exhibit must be completed and attached to the Contract at the time the Agreement is executed. It may, however, be amended in accordance with program rules before the Contract is executed.

<sup>2</sup> The Total Maximum Annual Contract Commitment will amend as rent increases occur in subsequent years or as other contract adjustments are made. To calculate the adjusted amount, refer to the Number of Assisted Units and Gross Rent identified on the rent schedule (Form HUD-92458).

<sup>3</sup> \*\*\*The percentage of Assisted Units AND any other units restricted to persons with disabilities MUST NOT exceed 25% of Total Number of Units. This means that no more than 25% of the Total Number of Units may receive Section 811 PRA assistance, be used for supportive housing for persons with disabilities, or be subject to any occupancy preference for persons with disabilities. [OGC-Concurrence: We recommend inserting this additional language to clarify what is meant by "restricted to persons with disabilities." ]\*\*\*

**Instructions:** This signature box should only be signed by the Owner and Grantee if the schedule of units needs an amendment.

This Exhibit was amended on \_\_\_\_\_ (date) by \_\_\_\_\_ (Legal Name of Owner)  
and \_\_\_\_\_ (Grantee) to be EFFECTIVE on \_\_\_\_\_.

**Signatures of Authorized Representatives (Sign and Print):**

Owner Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Grantee Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

**Exhibit 2**

This Exhibit shows the additional fields that will be inputted in the project's iREMS record.

**I. Owner Information.**

- a. Owner Entity TIN #: \_\_\_\_\_
- b. Owner Entity DUNS #: \_\_\_\_\_
- c. Owner Legal Structure (e.g., Limited Partnership): \_\_\_\_\_
- d. Mortgagor Type (e.g., Non-Profit, Profit Motivated): \_\_\_\_\_
- e. Owner Contact Information:
  - i. Name of Contact Individual: \_\_\_\_\_
  - ii. Mailing Address: \_\_\_\_\_
  - iii. Phone: \_\_\_\_\_
  - iv. Fax: \_\_\_\_\_
  - v. Email: \_\_\_\_\_

**II. Management Agent Information.**

- a. Management Agent Legal Name: \_\_\_\_\_
- b. Management Agent Address: \_\_\_\_\_  
\_\_\_\_\_
- c. Management Agent TIN #: \_\_\_\_\_
- d. Management Agent Effective Date: \_\_\_\_\_
- e. Management Agent Certification: Start Date \_\_\_\_\_ End Date \_\_\_\_\_  
Open Ended Certification Yes No
- f. Management Agent Contact Information:
  - i. Name of Contact Individual: \_\_\_\_\_
  - ii. Mailing Address: \_\_\_\_\_
  - iii. Phone: \_\_\_\_\_
  - iv. Fax: \_\_\_\_\_
  - v. Email: \_\_\_\_\_

**III. Property Information.**

- a. Building Type:
  - Row       Townhouse       Detached       Semi-Detached
  - Mid-Rise       Walk-up/Garden       High-Rise/Elevator
- b. Building Count (enter numeric value): \_\_\_\_\_
- c. Assisted Unit Types

No. Unit Types	One BR	Two BR	Three BR	Four BR	5 BR
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Not accessible					
***Accessible*					

\*The term "accessible" refers to units that are accessible in accordance with Section 504 of the Rehabilitation Act and HUD's implementing regulations at 24 CFR part 8.

Non-Assisted Unit Types

No. Unit Types	One BR	Two BR	Three BR	Four BR	5 BR

d. Site Manager Contact Information:

- i. Name of Contact Individual: \_\_\_\_\_
- ii. Mailing Address: \_\_\_\_\_
- iii. Phone: \_\_\_\_\_
- iv. Fax: \_\_\_\_\_
- v. Email: \_\_\_\_\_

**IV. Existing Subsidy Contract number or Existing Property Identification Numbers.** *The following information is required if the property under RAC is currently an existing or previously FHA-insured or a multifamily assisted property*

- a. FHA Number \_\_\_\_\_
- b. iREMS Property ID Number \_\_\_\_\_
- c. HUD-assisted Contract Number \_\_\_\_\_

**Exhibit 4**

**Use Agreement**



**Exhibit 5**

**Lease**

**Exhibit 6**

**Definitions**