

## Exhibit 8 of the Cooperative Agreement

### 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

PRA Project Number:	811 PRA Contract Number:	FHA Project Number (if applicable):
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This Rental Assistance Contract (RAC) is entered into by and between \_\_\_\_\_ (Grantee),  
and \_\_\_\_\_ (Owner Legal Name) for rental assisted units at  
\_\_\_\_\_ (Project Name).

**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 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 Rental Assistance Payments under this Contract, as identified in Exhibit 1.
- (d) **Project Address/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:

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).

Exhibit 2: iREMS Data Record Exhibit 3: Grantee Affirmative Fair Housing Marketing Plan, HUD-92243-PRA

Exhibit 4: Use Agreement, HUD-92238-PRA

Exhibit 5: Lease, HUD-92236-PRA

Exhibit 6: Definitions

Exhibit 7: Program Guidelines

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 is 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 Rental Assistance Payments for the Assisted Units.

(b) Consistent with the Cooperative Agreement between HUD and the Grantee, Grantee shall provide Rental Assistance Payments for Assisted Units to the Eligible Multifamily Owner, as identified under this Contract.

## **1.4 No Recourse Provision.**

(a) In the event HUD cancels the Cooperative Agreement with the Grantee or the Grantee cancels the Rental Assistance Contract in accordance with the provisions of the RAC, the Owner agrees that it shall have no financial or legal recourse against the Grantee.

**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.

**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>**

Bedroom Type	Number of Assisted Units	Contract Rent	Utility Allowance	Gross Rent	Maximum Annual Contract Commitment (Number of Assisted 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..

<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 people with disabilities MUST NOT exceed 25% of Total Number of Units.

**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. Unit Types

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

d. Site Manager Contact Information:

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

**Exhibit 3**

**Grantee Affirmative Fair Housing Marketing Plan**

**Exhibit 4**

**Executed Use Agreement**

**Exhibit 5**

**Lease**

## **Exhibit 6**

### **Definitions**

**Exhibit 7**

**Program Guidelines**