

**Part I
Housing Assistance Payments Contract**

**U.S. Department of Housing and
Urban Development
Office of Multifamily Housing Programs**

**Rental Assistance Demonstration (RAD)
for the Conversion of Moderate Rehabilitation
to Project-Based Section 8**

Type of Financing at Time of Conversion:	Section 8 Project Number:	FHA Project Number (if applicable):

This contract is a housing assistance payments contract (Contract) between the United States of America, acting through the Department of Housing and Urban Development (HUD), and

(Owner). The Contract is subject to Notice PIH 2012-32, including 24 C.F.R. Part 880 (as in effect November 5, 1979, as amended), as modified and as published in Appendix I of Notice PIH 2012-32.

1.1 Statutory Authority and Purpose.

- (a) **Statutory Authority.** The Contract is entered pursuant to the Consolidated and Further Continuing Appropriations Act, 2012, Pub. L. No. 112-55, approved November 18, 2011; section 8 of the United States Housing Act of 1937 (Act), 42 U.S.C. 1437 et seq.; and the Department of Housing and Urban Development Act, 42 U.S.C. 3531 et seq.
- (b) **Purpose.** The purpose of the Contract is to effectuate the conversion of a Moderate Rehabilitation Section 8 project to a Multifamily Housing project with project-based assistance under section 8 of the Act.

1.2 Scope; Assignability of Contract; and HUD Requirements.

- (a) **Scope of Contract.** The Contract consists of Part I, Part II, and the exhibits identified in section 1.4(d) of the Contract, which are hereby incorporated into and made a part of the Contract.
- (b) **Assignability of Contract.** HUD may assign the Contract at any time to a public housing agency (PHA) for the purpose of PHA administration of the Contract to the extent permitted under any Annual Contributions Contract (ACC) between HUD and the PHA. Unless and until HUD assigns the Contract to a PHA, HUD shall be the Contract Administrator (CA) and, in that capacity, a party to the Contract. Upon any assignment of the Contract by HUD to a PHA, the PHA shall assume all the contractual obligations of HUD under the Contract (or of any PHA to which HUD had previously assigned the Contract) and shall replace HUD (or any PHA to which HUD had previously assigned the Contract) as the CA and as a party to the Contract during the ACC term.
- (c) **HUD Requirements.** The Contract shall be construed and administered in accordance with Notice PIH 2012-32 (Notice). With the exception of the provisions of 24 C.F.R. Part 880 and section 8 of the Act that are identified in Appendix I and Appendix II of the Notice, respectively, as inapplicable, the Contract shall further be construed and administered in accordance with all statutory requirements and all HUD regulations and other requirements, including any amendments to and/or changes in statutory requirements, HUD regulations (including 24 C.F.R. Part 880), and other requirements.

1.3 Effective Date, Initial Term, and Funding For Initial Term of Contract.

- (a) **Effective Date and Initial Term.** The Contract begins on _____ and shall run for an initial term of twenty (20) years.
- (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 _____ months of the first annual increment of the Contract term.
 - (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.

1.4 Fiscal Year, Project Description, Statement of Services, and Exhibits.

- (a) **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.
- (b) **Project Description** (Print or type the street address(es) and the number of units by bedroom size).
- (c) **Statement of Services, Maintenance and Utilities Provided by the Owner.**
 - (1) Services and Maintenance:
 - (2) Equipment:
 - (3) Utilities:
 - (4) Other:

(d) **Exhibits.** The exhibits to the Contract consist of the following:

- (1) **Exhibit 1:** Schedule of Contract Units and Contract Rents;
- (2) **Exhibit 2:** Daily Debt Service;
- (3) **Exhibit 3:** Affirmative Fair Housing Marketing Plan; and
- (4) **Exhibit 4:** RAD Conversion Commitment (recorded).

1.5 Owner Obligation to Operate Project. The Owner agrees to operate the project for the full initial term of the Contract specified in section 1.3(a) and for each renewal term in accordance with the Contract, Notice PIH 2012-32, all statutory requirements, and all HUD regulations and other requirements, including any amendments to and/or changes in statutory requirements, HUD regulations (including 24 C.F.R. Part 880), and other requirements.

1.6 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.

Signature Page

Warning: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willfully makes or uses any writing containing any materially false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of the executive branch of the Government of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

As evidenced by the signature below of their authorized representative, the Owner and HUD hereby agree to the terms of this Contract, the scope of which is set forth in section 1.2(a) of the Contract.

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): _____

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

Exhibit 4

RAD Conversion Commitment (recorded)