

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

OFFICE OF HOUSING

PROJECT ASSISTANCE CONTRACT

CONTRACT RENEWAL FOR FISCAL YEAR 2012

ONE-YEAR TERM

1. CONTRACT INFORMATION:

Project Assistance Contract Number: _____

HUD Project Number (if applicable): _____

Project Name: _____

Project Number: _____

Project Address: _____

Name of Owner: _____

Address of the Owner: _____

2. EXPIRING CONTRACT:

Except as specifically modified by this Contract Renewal,
all provisions of the Expiring or Expired Project

Assistance Contract are renewed.

3. TERM OF THE RENEWAL:

The term of the Contract Renewal begins on _____ and shall run for a period of one year and will end on _____.

Execution of this Contract by HUD is an obligation of \$_____, an amount sufficient to provide project assistance payments for approximately _____ months of the Renewal Contract term.

[In the event HUD is unable to fund the Renewal Contract for the full 12 month term, HUD will provide funding for the remainder of the Renewal Contract term subject to the availability of 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 period of time the Renewal Contract term to which it will be applied.

4. RENEWAL CONTRACT

a. Parties

The Renewal Contract is a project assistance contract ("PAC Contract") between HUD and the Owner of the Project

b. Statutorily and Regulatory Authority

Renewal of PACs is authorized under Public Law 112-55 (November 18, 2011).

The Owner executing the Renewal Contract shall be subject to all applicable HUD requirements, including but not limited to 24 CFR part 891, subpart E.

c. Expiring Contract

Previously, HUD and the Owner had entered into a PAC Contract ("existing contract") to make assistance payments to the Owner for eligible residents living in the Project.

d. Purpose of Renewal Contract

- (1) The purpose of the Renewal Contract is to renew the expiring or expired contract for a one-year term. During the term of the Renewal Contract, HUD shall make project assistance payments to the Owner in accordance with the provisions of the Renewal Contract.
- (2) In accordance with 24 CFR 891, subpart E, Project assistance payments shall only be paid to the Owner of the contract units occupied by eligible residents leasing decent, safe and sanitary units from the Owner in accordance with statutory requirements, and with all HUD regulations and other requirements. If HUD determines that the Owner has failed to maintain one or more contract units in decent, safe and sanitary condition, HUD may reduce the number of units covered by the PAC.

e. Contract Units

The Renewal Contract applies to the contract units.

5. EXPIRING CONTRACT - PROVISIONS RENEWED.

- a. Except as specifically modified by the Renewal Contract, all provisions of the Expiring Contract are renewed (to the extent such provisions are consistent with the regulatory requirements in effect at the beginning of the Renewal Contract term).
- b. The following provisions of the Expiring or Expired Contract concerning any of the following subjects shall be amended as necessary:
 - (1) Identification of contract units by size and applicable contract rents;
 - (2) The amount of the monthly contract rents;
 - (3) Contract rent adjustments; and

- (4) Project account as previously established and maintained by HUD pursuant to 24 CFR §891.715(b).
- c. The Renewal Contract includes those provisions of the Expiring Contract that are renewed in accordance with the section 5.

6. CONTRACT RENT:

The contract rents for each bedroom size (number of bedrooms) shall be the contract rent amount listed on Exhibit A of this Contract Renewal Amendment.

7. OWNER WARRANTIES

- a. The Owner warrants that it has the legal right to execute the Renewal Contract and to lease dwelling covered by the contract.
- b. The Owner warrants that the rental units leased by the Owner under the Renewal Contract are in decent, safe and sanitary condition (as defined and determined in accordance with HUD regulations and procedures), and shall be maintained in such condition during the term of the Renewal Contract.

8. OWNER TERMINATION NOTICE

- a. Before termination of the Renewal Contract, the Owner shall provide written notice to HUD and each assisted resident in accordance with HUD requirements.
- b. If the Owner fails to provide such notice in accordance with the law and HUD requirements the Owner termination will have no effect.

9. HUD REQUIREMENTS

The Renewal Contract shall be construed and administered in accordance with all HUD requirements, including changes in HUD regulations and other requirements during the term of the Renewal Contract. However, any changes in HUD requirements that are inconsistent with the provisions of the Renewal Contract, including provisions of section 6 (contract rent), shall not be applicable.

10. STATUTORY CHANGES DURING TERM

If any statutory change during the term of the Renewal Contract is inconsistent with section 6 of the Renewal Contract, and if HUD determines, and so notifies the Owner, that HUD is unable to carry out the provisions of section 6 because of such statutory change, the Owner may terminate the Renewal Contract upon 120 days written notification to HUD.

11. EXCLUSION OF THIRD-PARTY RIGHTS

- a. HUD does not assume any responsibility for injury to, or any liability to, any person injured as a result of the Owner's action or failure to act in connection with HUD's implementation of the Renewal Contract, or as a result of any other action or failure to act by the Owner.
- b. The Owner is not the agent of HUD and the Renewal Contract does not create or affect any relationship between HUD and any lender to the Owner or any suppliers, employees, contractors or subcontractors used by the Owner in connection with implementation of the Renewal Contract.

12. WRITTEN NOTICES

- a. Any notice by HUD or the Owner to the other party pursuant to the Renewal Contract shall be given in writing.
- b. A party shall give notice at the other party's address specified in section 1 of the Renewal Contract, or at such other address as the other party has designated by a contract notice. A party gives notice to other party by taking steps reasonably required to deliver the notice in ordinary course of business. A party receives notice when the notice is duly delivered at the designated address,

SIGNATURES:

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

BY: _____
Signature by authorized representative

Name and official title (Print)

Date: _____

OWNER

Name of Owner (Print): _____

By: _____
Signature of authorized representative

Name and title (Print)

Date: _____

EXHIBIT A

IDENTIFICATION OF UNITS ("CONTRACT UNITS")
BY SIZE AND APPLICABLE CONTRACT RENTS

PROJECT NAME: _____

PROJECT RENTAL ASSISTANCE CONTRACT NUMBER: _____

PROJECT NUMBER: _____

Effective Date of the Rent Increase (if applicable): _____

<u>Number of</u> <u>Contract Units</u>	<u>Number of</u> <u>Bedrooms</u>	<u>Contract</u> <u>Rent</u>	<u>Utility</u> <u>Allowance</u>	<u>Gross</u> <u>Rent</u>
---	-------------------------------------	--------------------------------	------------------------------------	-----------------------------