

Part I of the Agreement to Enter into a Section 811 Rental Assistance Contract

For use under Section 811 of the National Affordable
Housing Act

PRA Project No.:	811 PRA Contract Number:	FHA Project No. (if applicable):	
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This Agreement to Enter into a Section 811 Rental Assistance Contract (Agreement) is entered into between the _____ (Grantee) and _____

(Owner). The Owner proposes to complete a housing project or commit an existing housing project, as described in the approved Application. Upon the acceptable completion of the project, or start-up of the Section 811 Project Rental Assistance (PRA) Program, the Owner and Grantee will enter into a Section 811 Rental Assistance Contract (Contract) for the purpose of making assistance payments to enable eligible Very Low-Income Households (Households) to occupy units in the project.

1.1 Significant Dates, Contents, and Scope of Agreement.

(a) **Effective Date of Agreement:**(mm/dd/yyyy) _____.

(b) **Contents of Agreement.** This Agreement consists of Part I, Part II, and the following exhibits:

- (1) Exhibit A: Rental Assistance Contract, Part I and II (HUD-92235-PRA and HUD-92237-PRA) to be executed upon acceptable completion of the project or start-up of the Section 811 PRA Program.
- (2) Exhibit B: The schedule of Davis-Bacon wage rates, if applicable.
- (3) Additional Exhibits: Specify additional exhibits, if any. If none, insert "None."

(c) **Scope of Agreement.** This Agreement, including the exhibits, whether attached or incorporated by reference, comprises the entire agreement between the Owner and 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 Agreement, any applicable regulations, and agreements entered into in writing by the parties which are consistent with this Agreement. Nothing contained in this Agreement shall create or affect any relationship between Grantee and any contractors or subcontractors employed by the Owner in the completion of the project.

1.2 Grantee Assurance. The approval of this Agreement by Grantee is an assurance by the Grantee to the Owner that:

- (a) The faith of the Grantee is solemnly pledged to the payment of rental assistance payments pursuant to the Contract, and
- (b) HUD has obligated funds for these payments.

Grantee

Signature

Name

Official Title

Date (mm/dd/yyyy)

Owner

Signature

Name

Official Title

Date (mm/dd/yyyy)

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. This information collection is necessary to ensure that viable projects are developed. It is important to obtain information from applicants to assist HUD in determining if nonprofit organizations initially funded continue to have the financial and administrative capacity needed to develop a project and that the project design meets the needs of the residents. The Department will use this information to determine if the project meets statutory requirements with respect to the development and operation of the project, as well as ensuring the continued marketability of the projects. This information is required in order to obtain benefits. This information is considered non-sensitive and no assurance of confidentiality is provided.