Part I
Senior Preservation Rental Assistance Contract (SPRAC I)
HUD-93742

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner
OMB Approval Number 2502-0182
Expiration Date:

SPRAC Project Number:	Section 8 Project Number (if applicable):	FHA Project Number (if applicable):
Property Street Address:	Town/City/County:	State/ZIP Code:

The Senior Preservation Rental Assistance Contract (SPRAC) is between the United States of America, acting through the U.S. Department of Housing and Urban Development (HUD), and _____ (Owner).

The SPRAC is subject to the SPRAC Final Notice, announced by Federal Register Notice published on July 3, 2013, and posted on HUD's website at http://portal.hud.gov/hudportal/HUD?srcqprogram_offices/housing/mfh/presrv/presmfh/sprac contracts. When HUD promulgates regulatory requirements for the Senior Preservation Rental Assistance program, those regulations will be applicable to the SPRAC.

1.1 Statutory Authority and Purpose.

a. Statutory Authority. The SPRAC is entered pursuant to Section 811 of the American Homeownership and Economic Opportunity (AHEO) Act of 2000, as amended by Section 202 Supportive Housing for the Elderly Act of 2010 Act, Public Law 111— 372, 12 U.S.C. 1701q note; and the Department of Housing and Urban Development Act, 42 U.S.C. 3531 et seq.

b. Purpose. The purpose of the SPRAC is to provide Senior Preservation Rental Assistance payments with a 20 year term to prevent the displacement of unassisted elderly residents living in certain projects previously assisted under HUD' s Section 202 Supportive Housing for the Elderly Direct Loan Program. SPRAC payments are provided in the case of refmancing or recapitalization of the Section 202 Direct Loan project and to further preserve and maintain affordability of these projects.

1.2 Scope; Assignability of SPRAC; and HUD Requirements.

a. Scope of SPRAC. The SPRAC consists of Part **I,** Part II, and the exhibits identified in section 1.4(d) of the SPRAC, which are hereby incorporated into and made a part of the SPRAC.

b. Assignability of SPRAC. HUD may assign the SPRAC at any time to a public housing agency (PHA) for the purpose of PHA administration of the SPRAC to the extent permitted under any Annual Contributions SPRAC (ACC) between HUD and the PHA. Unless and until HUD assigns the SPRAC to a PHA, HUD shall be the SPRAC Administrator (CA) and, in that capacity, a party to the SPRAC. Upon any assignment of the SPRAC by HUD to a PHA, the PHA shall assume all the SPRAC obligations of HUD (or of any PHA to which HUD had previously assigned the SPRAC) and shall replace HUD (or any PHA to which HUD had previously assigned the SPRAC) as the CA and as a party to the SPRAC during the ACC term.

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c. HUD Requirements. The SPRAC shall be construed and administered in accordance with the SPRAC Final Notice, announced by Federal Register notice published on July 3, 2013, and posted on HUD's website at http://portal.hud.gov/hudportal/HUD?srcqprogram_offices/housing/mfh/presrv/presmfh/sprac contracts. When HUD promulgates regulations for the Senior Preservation Rental Assistance program, those regulations will be applicable to SPRAC. The SPRAC shall further be construed and administered in accordance with all applicable statutory requirements, including the requirements under section 1.1(a).

1.3 Effective Date, Initial Term, Funding For Initial Term of SPRAC, and Renewal.

a. Effective Date and Initial Term. The SPRAC begins on (mm/dd/yyyy) _____ , and shall run for an initial term of twenty (20) years. Accordingly, the SPRAC will expire on:

(mm/dd/yyyy) _____

b. Funding for Initial Term.

i. Execution of the SPRAC 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 SPRAC term.

ii. 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 SPRAC 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 SPRAC 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.

i. Services and Maintenance:

ii. Equipment:

iii. Utilities:

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iv. Other:

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a. Exhibits. The exhibits to the SPRAC consist of the following:

i. Exhibit 1: Schedule of SPRAC Units and SPRAC Rents;

ii. Exhibit 2: Daily Debt Service;

iii. Exhibit 3: Affirmative Fair Housing Marketing Plan;

iv. Exhibit 4: Section 202 Use Agreement (recorded); and

v. Exhibit 5: Agreement to Enter into SPRAC.

1.5 Owner Obligation to Accept Offers to Renew

The Owner agrees that upon expiration of each annual increment of the SPRAC, the Owner shall accept each offer of annual increment renewal during the period of the Use Agreement. Owner agrees that renewals are subject to the availability of appropriations and further subject to the SPRAC regulations when promulgated.

With respect to 202 Direct Loan prepayments with approved SPRAC units, Owner agrees to a 202 Use Agreement, which will expire at either twenty years beyond the maturity date of the original 202 Direct Loan or, the term of new financing, whichever is longer. Upon expiration of the SPRAC term under section 1.3(a), Owner agrees to renew the SPRAC through the term of the Use Agreement, subject to appropriations.

1.6 Owner Obligation to Operate Project.

The Owner agrees to operate the project for the full term specified in section 1.3(a) and for each renewal term in accordance with all statutory, regulatory and administrative requirements of the SPRAC program.

1.7 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.

1.8 Public Burden Reporting

The public reporting burden for this collection of information is estimated to average .5 hours 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. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, Department of Housing and Urban Development, 451 Seventh Street SW, Washington, DC 20410. Do not send completed forms to this address. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. HUD collects this information to improve financial controls over HUD's Multifamily Housing programs. HUD uses this information to review the accuracy of funds requested by owners/agents for special claims payments related to unpaid rent and/or tenant damages. This information is mandatory pursuant to the U.S. Housing Act of 1937, as amended. This information collected will not be held confidential. No assurances of confidentiality are

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provided for this information collection, but HUD will not disclose data on a specific project or tenant, except as required by law.

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Signature Page

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

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):_____

SPRAC Administrator (HUD or a PHA)

By: _____

~~Signature of authorized representative~~

Name of Signatory (Print or Type)

_____ ____

Official Title (Print or Type)

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)

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Date (mm/dd/yyyy):_____

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Exhibit 1

Schedule of SPRAC Units and SPRAC Rents

Number of SPRAC Units	Number of Bedrooms	SPRAC Rent	Utility Allowance	Gross Rent

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Exhibit 2

Number of Rooms	Number of Units	Daily Debt Service
0	_____	$ _____
1	_____	_____
2	_____	_____
3	_____	_____
4	_____	_____
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This information is used for computing assistance payments for vacant units under section 2.8 of the SPRAC II.

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Exhibit 3

Affirmative Fair Housing Marketing Plan

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Exhibit 4

Section 202 Use Agreement (recorded)

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Exhibit 5

Agreement to Enter to Senior Preservation Rental Assistance Contract

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