

HOUSING CHOICE RENTAL ASSISTANCE AGREEMENT

THIS HOUSING CHOICE RENTAL ASSISTANCE AGREEMENT ("HCRA Agreement") is made and entered into as of <Contract Effective Date> by and between THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GEORGIA, a public body corporate and politic, organized and existing under the Housing Authorities Law Of The State Of Georgia ("AHA"), and <Property Owner Name> - <vcode> ("Owner").

BACKGROUND STATEMENT

AHA enters into HCRA Agreements with owners to promote and support the leasing of quality affordable housing to eligible households under AHA's Housing Choice Tenant Based Voucher Program. The Program is administered in accordance with the policies and procedures developed and implemented by AHA pursuant to 24 CFR Part 982, as modified by AHA's MTW Agreement.

This HCRA Agreement sets forth the obligations and responsibilities of AHA and Owner with respect to the HCRA Unit and HCRA Payments. Owner submitted a Property Owner Application to AHA which AHA approved authorizing Owner to enter into this HCRA Agreement and receive HCRA Payments for the HCRA Unit, as set forth in Exhibit A attached hereto and made a part hereof by this reference. Owner is leasing the HCRA Unit to the Eligible Household, as set forth on Exhibit A.

Owner and AHA desire to enter into this HCRA Agreement with the intention and expectation that in consideration for HCRA Payments, as determined by AHA, Owner shall lease the HCRA Unit to the Eligible Household, and shall operate and maintain the HCRA Unit in accordance with this HCRA Agreement, the Applicable HCRA Requirements, and the other terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. Definitions.

As used in this HCRA Agreement, the following terms shall have the following meanings:

- (a) "ACC" shall mean the applicable Consolidated Annual Contributions Contract, as amended, executed by HUD and AHA.
- (b) "Act" shall mean the United States Housing Act of 1937, as amended from time to time, and any successor legislation.
- (c) "AHA Enhanced Inspections Standards" shall mean the standards that AHA has established and will utilize in determining the quality and acceptability of the physical condition of the HCRA Unit for occupancy by the Eligible Household; as such standards may be amended from time to time.
- (d) "Applicable HCRA Requirements" shall have the meaning set forth in Section 5.
- (e) "Electronic Record" shall mean any record created, generated, sent, communicated, received or stored by electronic means, as set forth in and in accordance with O.C.G.A. § 10-12-2(7).

- (f) "Electronic Signature" shall mean an electronic sound, symbol, or process, attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record, as set forth in and in accordance with O.C.G.A. § 10-12-2(8).
- (g) "Eligible Household" shall mean the household described in Exhibit A whose members meet the eligibility requirements of the Program and other criteria set forth in the Applicable HCRA Requirements.
- (h) "HCRA Lease Addendum" shall have the meaning set forth in Section 5 hereof.
- (i) "HCRA Payments" shall mean housing assistance payments provided by AHA to Owner pursuant to this HCRA Agreement for the HCRA Unit described in Exhibit A.
- (j) "HCRA Unit" shall mean the residential rental unit including the premises, as described in Exhibit A, and which is occupied solely by the Eligible Household in accordance with this HCRA Agreement and the lease between Owner and Eligible Household.
- (k) "Housing Choice Policies" shall mean AHA's Statement of Policies Governing the Housing Choice Tenant Based Program, as amended, and any successor policy document adopted by AHA. Housing Choice Policies shall also include any procedures and written notices provided to Owner by AHA relating to the Program.
- (l) "HUD" shall mean the U.S. Department of Housing and Urban Development.
- (m) "Initial Term" shall mean the initial term of the HCRA Agreement as set forth in Exhibit A.
- (n) "Lease" shall mean the rental agreement between Owner and Eligible Household for the HCRA Unit.
- (o) "Management Agent" shall mean the property management agent named in the Management Agreement, or any successor management agent of the HCRA Unit named from time to time by Owner. A Management Agent may be an individual or an entity.
- (p) "Management Agreement" shall mean the management agreement between the Owner and the Management Agent pursuant to which the Management Agent is to provide property management services to the Owner for the HCRA Unit.
- (q) "MTW Agreement" shall mean the Amended and Restated Moving to Work Agreement, effective as of November 13, 2008, as further amended by that certain Second Amendment to the Moving to Work Agreement, effective as of January 16, 2009, as may be amended or extended from time to time.
- (r) "MTW Modifications" shall have the meaning set forth in Section 4.
- (s) "MTW Plan" shall mean AHA's base MTW Plan effective July 1, 2003 together with any subsequent annual implementation plans submitted to HUD by AHA pursuant to the MTW Agreement.
- (t) "Notice of Annual Contract Renewal" shall have the meaning set forth in Section 11 hereof.
- (u) "Premises" shall mean the land including the structures, common areas and appurtenances thereon.
- (v) "Principal or Interested Party" shall mean any person or entity participating in the management of the HCRA Unit, and the officers and principal members, shareholders, investors, and other parties having a

substantial interest in the HCRA Unit or this HCRA Agreement, or in any proceeds or benefits arising from the HCRA Unit or this HCRA Agreement.

(w) "Program" shall mean AHA's Housing Choice Tenant Based Voucher Program, as it may be amended from time to time.

(x) "Property Owner Application" shall mean the application and related supporting documentation submitted by the Owner to induce AHA to enter into HCRA Agreement with the Owner.

(y) "Rent" shall mean the Rent set forth on Exhibit A or the amount set forth as such in any Notice of Annual Contract Renewal issued by AHA pursuant to Section 12.

(z) "Rent Adjustment" shall have the meaning set forth in Section 12 hereof.

(aa) "Rent Adjustment Request" shall have the meaning set forth in Section 12 hereof.

(bb) "Request for Tenancy Approval" shall mean the document describing the HCRA Unit by which Owner and Eligible Household requested approval of AHA for the purpose of entering into this HCRA Agreement.

(cc) "Request for Tenancy Approval Renewal" shall have the meaning set forth in Section 11 hereof.

(dd) "Transfer(s)" shall have the meaning set forth in Section 10 hereof.

2. HCRA Agreement.

(a) Subject to the terms and conditions of this HCRA Agreement, Owner and AHA hereby agree as follows:

- (1) The Owner will set aside, maintain, operate and lease the HCRA Unit to the Eligible Household;
- (2) AHA will provide HCRA Payments to the Owner for the HCRA Unit; and
- (3) The Owner will provide the utilities and appliances so designated on Exhibit A; provided, however, that the Owner shall in all cases be responsible for the provision of trash collection services as set forth below.

(b) This HCRA Agreement shall be for the Initial Term, which may be extended by AHA and the Owner pursuant to the terms hereof. AHA may terminate this HCRA Agreement upon the occurrence of any of the following: (i) either Owner or Eligible Household terminates the Lease or otherwise amends the lease in a manner unacceptable to AHA as further described in Section 5(h); (ii) Eligible Household is no longer eligible for assistance under the Program; (iii) Eligible Household vacates or abandons the HCRA Unit, as determined by AHA in its sole discretion; or (iv) there is a change in the household member composition of the Eligible Household.

(c) Exhibit A to this HCRA Agreement is attached hereto and incorporated herein by this reference.

3. Availability of HUD Funds.

Owner acknowledges and agrees that this HCRA Agreement shall be subject to the availability of funds under the ACC between AHA and HUD pursuant to federal appropriations. The determination of the availability of sufficient funds shall be made by AHA in its sole discretion.

4. MTW Agreement.

Owner acknowledges and agrees that the MTW Agreement provides that AHA may, with respect to certain eligible activities, make available to Owner and Management Agent the least restrictive statutory and regulatory requirements allowable based on AHA's participation in the MTW Demonstration Program (as defined in the MTW Agreement). The HUD requirements that have been or may be waived or modified involve, among other items, certain reporting requirements of AHA, HUD review and approval processes and HUD statutory and regulatory requirements affecting the leasing and operation of HCRA Units all as set forth in the MTW Agreement and any implementation plans prepared in accordance with the MTW Agreement (collectively, the "MTW Modifications"). AHA has implemented the MTW Modifications, where appropriate, since entering into the MTW Agreement with HUD and may implement additional MTW Modifications during the term of the MTW Agreement. Owner further agrees that to the extent the statutory and regulatory relief provided under the MTW Agreement is inconsistent with any provisions of this HCRA Agreement; the statutory and regulatory relief contemplated in the MTW Agreement shall supersede such provisions of this HCRA Agreement. During the term of the MTW Agreement, AHA reserves the right to make any MTW Modifications it deems necessary, including, without limitation, any MTW Modifications which may impact the eligibility and suitability of the Eligible House Holds, the AHA Inspection Standards and the Rent.

5. Leasing and Operation of HCRA Units.

(a) Owner shall lease the HCRA Unit to the Eligible Household and maintain and operate the HCRA Unit in compliance with all applicable requirements of the Act, the HUD regulations promulgated thereunder, the ACC and any waivers granted pursuant thereto, all as may be modified by the MTW Agreement; the Housing Choice Policies; and the Inspection Standards (collectively, the preceding requirements are referred to as the "Applicable HCRA Requirements"). In the event of any conflict between the Applicable HCRA Requirements and the ACC, as modified by the MTW Agreement, the ACC as modified by the MTW Agreement shall control (to the extent permitted by law).

(b) Owner shall be responsible for the operation, management and maintenance of the HCRA Unit in accordance with the terms of this HCRA Agreement. The Owner may delegate its responsibilities with respect to the operation, management and maintenance of the HCRA Unit to a Management Agent; however, the Owner will continue to be responsible to AHA for compliance with the Applicable HCRA Requirements.

(c) Owner must retain a Management Agent when the HCRA Unit is located in a multifamily property. The Owner shall notify AHA of the identity of the Management Agent in writing as part of the Property Owner Application. The Management Agent must be acceptable to AHA, in its sole discretion. In the event that AHA determines that the Management Agent is not acceptable, Owner shall have thirty days to identify a Management Agent acceptable to AHA or AHA may terminate this HCRA Agreement. Owner's use of a Management Agent is optional if the HCRA Unit is a single family property; i.e., one to four residential units, whether attached or detached.

(d) When an Owner retains a Management Agent, whether required or not as described herein, Owner must present an executed copy of the Management Agreement between Owner and Management Agent upon request of AHA.

(e) Any Management Agreement must include provisions which state that the Management Agent will comply with this HCRA Agreement and Applicable HCRA Requirements related to the management and maintenance of the HCRA Unit and allow access by AHA, upon request thereof, to books and records maintained by the Management Agent with respect to the HCRA Unit.

(f) Owner must provide written notification to AHA within ten (10) calendar days of any termination of the Management Agreement and the appointment of any new Management Agent. Any new Management Agent

must be approved by AHA in accordance with this HCRA Agreement. AHA's approval may be withheld in its sole discretion.

(g) Owner acknowledges and agrees that it is responsible for determining the Eligible Household's suitability for tenancy of the HCRA Unit. Owner further acknowledges and agrees that AHA is not accountable for Owner's selection of the Eligible Household and that AHA has no liability or responsibility to Owner or other persons for the Eligible Household's behavior or conduct.

(h) Owner and Eligible Household must execute the HCRA Lease Addendum as prescribed by AHA in connection with Owner's lease ("Lease") for the HCRA Unit and the HCRA Lease Addendum shall be made a part of the Lease. Owner acknowledges and agrees that, except with respect to the Lease Addendum, AHA does not review the Lease between Owner and Eligible Household and makes no warranties as to accuracy of the terms and conditions of the Lease. In the event there is any conflict between the applicable terms and conditions and/or the interpretation of the terms and conditions between the HCRA Lease Addendum and the Lease and any exhibit, attachment or amendment to the Lease, the HCRA Lease Addendum shall control. Owner acknowledges and agrees that the HCRA Lease Addendum will require Owner to terminate the Lease if this HCRA Agreement is terminated, and Owner hereby agrees to terminate the Lease if this HCRA Agreement terminates and agrees to comply with all other terms and requirements of the HCRA Lease Addendum. Owner shall notify AHA in writing of any Lease termination within ten (10) days of the date that the Eligible Household was notified, in writing, of such termination.

(i) The Rent approved by AHA for the HCRA Unit shall not exceed the rents charged for comparable market rate residential units in the same rental market nor shall the Rent approved for the HCRA Unit exceed the rent charged by Owner for Owner's comparable market rate residential units in the same multifamily property or same rental market in which the HCRA Unit is located.

(j) Owner and Eligible Household are responsible for payment of utilities and providing appliances as outlined in Exhibit A, with the exception of trash collection which Owner is always responsible for arranging service and payment thereof. AHA may terminate this HCRA Agreement if Owner fails to maintain any utility and appliance, including trash collection, for which Owner is responsible as set forth in Exhibit A.

(k) AHA will remit electronically the monthly HCRA Payment due and payable to the Owner for the HCRA Unit leased to an Eligible Household pursuant to the terms of this HCRA Agreement. In the event that Owner is in default of any of the Applicable HCRA Requirements or any other terms or provisions of this HCRA Agreement, AHA may, in its sole discretion, defer, withhold, abate and/or terminate HCRA Payments or terminate this HCRA Agreement. With respect to HCRA Payments to Owner under this HCRA Agreement, AHA shall not be responsible for the payment or reimbursement of late fees or other penalties charged by Owner or other fees and penalties charged to Owner relating to Owner's failure to meet financial obligations to a third party.

6. Nondiscrimination and Other Federal Requirements.

In addition to the Applicable HCRA Requirements, Owner will comply with all applicable requirements of the following, as the same may be amended from time to time:

(a) The Fair Housing Act, 42 U.S.C. 3601-19, and regulations issued thereunder, 24 CFR Part 100; Executive Order 11063 (Equal Opportunity in Housing) and regulations issued thereunder, 24 CFR Part 107; and the fair housing poster regulations, 24 CFR Part 110, and advertising guidelines, 24 CFR Part 109;

(b) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, and regulations issued thereunder relating to non-discrimination in housing, 24 CFR Part 1;

(c) Age Discrimination Act of 1975, 42 U.S.C. 6101-07, and regulations issued thereunder, 24 CFR Part 146; and

(d) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, and regulations issued thereunder, 24 CFR Part 8, including the Uniform Federal Accessibility Standards, 24 CFR Part 40, App. A; Title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*, and regulations issued thereunder, 28 CFR Parts 35 and 36; the Architectural Barriers Act of 1968, 42 U.S.C. 4151-4157; and Section 109 of the Housing Community Development Act of 1974 (Section 109), 42 U.S.C. 5301 *et seq.*, and regulations issued thereunder, 24 CFR 570.601 and 570.602.

7. Owner Default and Remedies.

(a) A default by Owner under this HCRA Agreement shall occur if Owner violates, breaches, or fails to comply with any material provision of, or material obligation under, this HCRA Agreement (including, without limitation, by reason of its violation, breach, or failure to comply with any governing law, regulation, or agreement referenced in Section 5(a) and Section 6 hereof). A default by Owner which is attributable to an action or omission of the Management Agent shall be deemed a default by Owner for purposes of this section. Owner shall notify AHA of and fully disclose to AHA the nature of any default that Owner is aware of in connection with any financing documents applicable to the HCRA Unit. AHA may, in its sole discretion, determine that a default has occurred under this HCRA Agreement if a default has occurred under any other financing document for the HCRA Unit and such default is not cured within the applicable cure period or, if not cured, the Owner has not taken sufficient satisfactory action to cure such default.

(b) Upon a determination by AHA that a default by Owner has occurred, AHA shall notify Owner of (i) the nature of the default, (ii) the actions required to be taken by Owner to cure the default, and (iii) the reasonable time within which Owner shall respond with a showing that all required actions have been taken.

(c) If Owner fails to respond or take corrective action to the satisfaction of AHA, AHA shall have the right to exercise any remedy available to it by reason of the nature of such default, including, without limitation, the termination of this HCRA Agreement including the recovery of HCRA Payments, and to seek appropriate relief in any court having jurisdiction, without prejudice to the right of AHA, and alternatively or in addition to the foregoing, to exercise any remedy available to it, if any, by reason of the nature of such default under and in accordance with the Management Agreement.

(d) AHA's delay in exercising or non-exercise of any remedy for a default by Owner under this HCRA Agreement shall not be a waiver of AHA's right to exercise that remedy or any other right or remedy at any time.

(e) In the event that other HCRA Units are on the Premises, such units shall be operated and maintained in accordance with their corresponding HCRA Agreements. Owner's failure to operate any HCRA Unit in accordance with the corresponding HCRA Agreement may, in the sole discretion of AHA, constitute a cross-default under this HCRA Agreement and AHA may likewise defer, withhold, abate and/or terminate HCRA Payments for all such HCRA Units on the Premises as a remedy.

8. Insurance, Indemnification and Disclaimer of Relationships.

(a) Owner acknowledges and agrees that AHA has no responsibility for or liability to any person for damages or injury incurred as a result of the Owner's action or failure to act in connection with the operation and maintenance of the HCRA Unit.

(b) Owner agrees to release, discharge, defend, indemnify and hold harmless AHA, its Board of Commissioners, officers, employees, representatives, agents and assigns (collectively "AHA Parties") from and against any and all losses, liabilities, damages, expenses and claims of any nature whatsoever brought by or on behalf of any person or entity arising from any alleged or actual injury or damage to any persons or property, whether alleged to be or actually attributable to, in whole or in part: (i) any act or omission on the part of Owner, its

employees, agents, contractors or any person or entity engaged by Owner or performing services on Owner's behalf (collectively, "Owner Parties"); (ii) any negligence or willful misconduct of Owner Parties; (iii) any breach of or default under the HCRA Agreement; (iv) or any failure to comply with any applicable law or governmental requirement.

(c) Owner shall obtain at its sole expense and maintain insurance in full force and effect to cover liability arising under this HCRA Agreement and the Applicable HCRA Requirements, including without limitation this indemnification clause, as set forth on Exhibit A. Owner agrees that Owner will not allow insurance coverage to be canceled or modified without 30 days prior written notice to the AHA. Owner's indemnification obligation shall not be limited by a limitation on amount or type of damages or compensation payable by or for Owner under such insurance policies. Owner may not settle or compromise any indemnifiable claims hereunder without the prior written consent of AHA.

(d) Nothing contained in this HCRA Agreement shall be deemed or construed to create any relationship of partnership, joint venture, or principal and agent between AHA and Owner. Owner shall have no power or authority to bind AHA in any agreement or to create any obligation on the part of AHA, as obligor, guarantor, or surety, with respect to any third parties.

(e) Nothing in this HCRA Agreement shall be construed as creating any right of an Eligible Household occupying a HCRA Unit or any other third party (other than HUD) to enforce any provision of the HCRA Agreement, or to assert any claim against HUD, AHA or Owner under the HCRA Agreement.

9. Conflict of Interest.

(a) No present or former member or officer of the governing body of AHA (except resident commissioners), no employee of AHA who formulates policy or influences decisions, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to a program under Section 8 of the Act, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, in this HCRA Agreement or the HCRA Unit, unless waived by HUD for good cause.

(b) Owner represents that it has disclosed to AHA any interest that would be a violation of the HCRA Agreement, and must fully and promptly update such disclosures.

(c) Owner certifies that no member of the Eligible Household is a spouse, parent, child, grandparent, grandchild, sister or brother of Owner (including any Principal or Interested Party of Owner or Management Agent).

(d) No member of or delegate to the Congress of the United States of America or resident-commissioner shall be admitted to any share or part of this contract or to any benefits arising from this HCRA Agreement.

(e) In connection with this HCRA Agreement, the Owner certifies, to the best of Owner's knowledge and belief, that pursuant to 31 U.S.C. 1352 no federally appropriated funds have been paid or will be paid, by or on behalf of Owner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(f) If any funds under subsection (d) above, other than Federally appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

10. Transfers.

(a) Owner shall promptly notify AHA of any proposed Transfer of this HCRA Agreement, regardless as to whether AHA's consent is required pursuant to this Section 10. Such notice shall include a description of the Transfer, the proposed or expected date of the Transfer, the proposed transferee and a statement as to whether Owner and/or the transferee desire that the HCRA Unit continue to receive HCRA Payments pursuant hereto after the consummation of the Transfer. "Transfers of this HCRA Agreement" include:

- (1) Any sale or assignment or other transfer of ownership, in any form, of this HCRA Agreement or any interest in the HCRA Unit (but excluding residential leases executed by Owner in the ordinary course of business or utility easements granted by Owner which support the maintenance and operation of the HCRA Unit);
- (2) The transfer of any right to receive HCRA Payments that may be payable pursuant to the this HCRA Agreement;
- (3) The creation of a security interest in this HCRA Agreement or the HCRA Unit;
- (4) Foreclosure or other execution on a security interest in this HCRA Agreement or the HCRA Unit;
- (5) A lien on the HCRA Unit, encumbrance on the HCRA Unit or transfer in bankruptcy; or
- (6) A change in the direct or indirect ownership or control of the HCRA Unit.

(b) Owner shall not Transfer this HCRA Agreement without the prior written consent of AHA, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Owner shall not be required to obtain AHA's consent to any Transfer of this HCRA Agreement, if, after the consummation of the Transfer, neither Owner nor the transferee desires that the HCRA Unit continue to receive HCRA Payments pursuant hereto. Upon the consummation of any such Transfer, AHA shall have the right to terminate this HCRA Agreement and all HCRA Payments hereunder shall cease.

(c) Notwithstanding the foregoing, if Owner is a corporation, partnership, limited liability company, trust or joint venture, Owner is not required to obtain AHA's consent for transfer of a passive and non-controlling interest in the ownership entity which does not result in a change in control of the ownership entity (such as a stock transfer or member interest which does not change control in the ownership entity or the transfer of the interest of a limited partner). Owner must obtain AHA's prior written consent pursuant to subparagraph (b) for (i) the transfer of any interest of the general partner or manager of Owner, (ii) the transfer of any interest in such general partner or manager, or (iii) a change in control of the manager or the general partner of Owner.

(d) If a Transfer of the HCRA Agreement, as defined above, is consummated without the prior written consent of AHA, this HCRA Agreement shall terminate and all HCRA Payments to Owner shall cease.

(e) No transferee (including the holder of a security interest, the security holder's transferee or successor in interest, or the transferee upon exercise of a security interest) shall have any right to receive any HCRA Payments pursuant to this HCRA Agreement, or to exercise any rights or remedies under this HCRA Agreement, unless AHA has consented in advance, in writing to such Transfer, and the transferee has agreed in writing to assume the obligations of Owner under this HCRA Agreement, and to comply with all the terms of this HCRA Agreement. The form of all transfer/assignment documentation shall be reasonably acceptable to AHA, and Owner shall be responsible for all costs incurred by AHA in connection with the review and approval of such transfer/assignment documentation.

(f) In the event AHA approves a Transfer, the effect of such Transfer shall be limited as follows:

- (1) The creation or transfer of any security interest in this HCRA Agreement is limited to amounts payable under this HCRA Agreement in accordance with the terms of this HCRA Agreement.
- (2) AHA's consent to any Transfer of this HCRA Agreement does not change the terms of this HCRA Agreement in any way, and does not change the rights or obligations of AHA or Owner under this HCRA Agreement.
- (3) AHA's consent to any Transfer of this HCRA Agreement does not constitute consent to any further Transfers of this HCRA Agreement, including further transfers to any successors or assigns of an approved transferee.

(g) AHA will not consent to any Transfer if any transferee, or any Principal or Interested Party of the transferee is debarred, suspended or subject to a limited denial of participation under 24 CFR Part 24 or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or nonprocurement programs or if any transferee or any Principal or Interested Party of the transferee is prohibited pursuant to Section 9 of this HCRA Agreement.

11. Extension.

(a) In the event Owner desires to extend the Initial Term of this HCRA Agreement, Owner shall no later than 90 days prior to the expiration of the Initial Term or any subsequent term approved by AHA, submit a request to AHA in the form prescribed by AHA evidencing Owner's desire to extend the Initial Term ("Request for Tenancy Approval Renewal") and, if applicable, request an increase in the Rent pursuant to Section 12 hereof.

(b) AHA shall advise Owner no later than 30 days prior to the expiration of the Initial Term or any such subsequent term as to whether AHA, in its sole discretion, is willing to grant such extension and the terms upon which AHA is willing to grant such extension for the HCRA Unit, the Rent and the length of the extension.

(c) Prior to granting such extension, AHA may request and Owner shall provide such information regarding the HCRA Unit that AHA may reasonably deem necessary to make a decision regarding Owner's request for an extension.

(d) The terms and effective date of any extension shall be set forth in a letter to Owner granting such extension and such letter shall constitute an amendment to this HCRA Agreement (the "Notice of Annual Contract Renewal").

(e) AHA may, in its sole discretion and as determined solely by AHA, temporarily extend the Initial Term or any subsequent term approved by AHA of this HCRA Agreement on a month-to-month basis.

(f) If AHA does not approve Owner's Request for Tenancy Approval Renewal, the HCRA Agreement shall terminate on the last day of the Initial Term or any subsequent term approved by AHA.

12. Initial Rents and Rent Adjustments.

(a) The Rent approved by AHA for the HCRA Unit is set forth in Exhibit A.

(b) During the term of this HCRA Agreement but not later than 90 days prior to the expiration of the Initial Term or any subsequent term approved by AHA of this HCRA Agreement (the "Submission Deadline"), Owner may request, in writing, that AHA adjust the Rent (the "Rent Adjustment Request") in connection with the Request for Tenancy Approval Renewal.

(c) Owner may provide to AHA a market analysis, prepared by an unrelated third-party appraiser or market analyst engaged by Owner for that purpose, which supports Owner's Rent Adjustment Request. AHA may consider any Rent Adjustment Request that is submitted after the Submission Deadline; however, the effective date of any such Rent Adjustment Request shall be determined by AHA, in its sole discretion, and AHA shall have no obligation to approve such Rent Adjustment Request.

(d) A Rent Adjustment Request that AHA, in its sole discretion, approved, adjusted or denied will be based on AHA's market equivalent rent determination established by analyzing the rents charged for comparable market rate residential rental units to Owner's Rent Adjustment Request for the HCRA Unit (the "Rent Reasonableness Analysis").

(e) AHA shall not approve any Rent Adjustment Request unless the HCRA Unit is in compliance with the AHA Inspections Standards and Owner is in compliance with this HCRA Agreement.

(f) In the event Owner does not submit a Rent Adjustment Request in connection with the Request for Tenancy Approval Renewal, AHA may, in its sole discretion, conduct a Rent Reasonableness Analysis to determine if the Rent should be reduced to the prevailing market equivalent rent.

(g) Any adjustment to the Rent made pursuant to this Section 12 shall be set forth in the Notice of Annual Contract Renewal by AHA to the Owner in accordance with Section 12 hereto and such notice shall constitute an amendment to Exhibit A of this HCRA Agreement.

13. Miscellaneous.

(a) This HCRA Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties; provided, however, that Owner may not assign its interest in the HCRA Agreement without the prior written consent of AHA, which shall not unreasonably be withheld, provided Owner is not in default of the HCRA Agreement and such assignment does not create a security interest in the HCRA Agreement.

(b) By executing this HCRA Agreement, Owner is certifying that all information provided and all representations made by Owner in the Property Owner Application, the Request for Tenancy Approval and any subsequent Request for Tenancy Approval Renewal are true, complete and accurate in all material respects. Should AHA determine that the information provided and the representations made by Owner are no longer true, complete and accurate in all material respects, AHA shall have the right to exercise any of the remedies available to it in the event of an Owner default.

(c) Owner hereby represents to AHA that it has disclosed all information regarding any financial assistance from the Federal Government, a State, or a unit of general local government, or any agency or instrumentality thereof that is made available or is expected to be made available with respect to the HCRA Unit.

(d) Whereby under subsection (c), such financial assistance includes, but is not limited to, any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance. Owner hereby agrees to promptly notify AHA regarding any change related to such assistance for the HCRA Unit.

(e) No delay or omission by either party in exercising any right or remedy available hereunder shall impair any such right or remedy or constitute a waiver thereof in the event of any subsequent occasion giving rise to such right or availability of remedy, whether of a similar or dissimilar nature.

(f) Owner represents and warrants to AHA that Owner, and any Principals or any Interested Parties are in compliance with and are subject to the requirements of 24 CFR Part 24, concerning debarment, suspension, and limited denial or participation.

(g) This HCRA Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

(h) Any notice or other communication given or made pursuant to this HCRA Agreement shall be in writing and shall be deemed given if (i) delivered personally or by courier, (ii) sent via facsimile or electronic mail, (iii) sent by overnight express delivery, or (iv) mailed by registered or certified mail (return receipt requested), postage prepaid, to a party at its respective address set forth below (or at such other address as shall be specified by the party by like notice given to the other party):

If to AHA, to: The Housing Authority of the City of Atlanta, Georgia
230 John Wesley Dobbs Avenue, N.E.
Atlanta, Georgia 30303-2441
Attention: Housing Choice Operations
Facsimile: 404-279-4754
Email: hccontracts@atlantahousing.org

If to Owner, to:

(i) All such notices and other communications shall be deemed given on the date of personal or local courier delivery, telecopy transmission, delivery to overnight courier or express delivery service or deposit in the

United States Mail, and shall be deemed to have been received (i) in the case of personal or local courier delivery, on the date of such delivery, (ii) in the case of telecopy, upon receipt of electronic confirmation thereof, (iii) in the case of delivery by overnight courier or express delivery service, on the date following dispatch, and (iv) in the case of mailing, on the date specified in the return receipt thereof.

(j) All notices delivered by facsimile or electronic mail must be followed by the delivery of notice by one of the other methods of delivery by the next business day.

(k) This HCRA Agreement shall be governed by and construed in accordance with the laws of the State of Georgia applicable to contracts made and to be performed therein.

(l) This HCRA Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same agreement.

(m) The parties agree that if any federal, state or regulatory law or statute ("Legal Requirement") currently applicable hereto is amended, modified or repealed subsequent to the date hereof, it is the intent of the parties that, to the greatest extent permitted by law, nothing herein shall be construed or interpreted to apply such amendment, modification, or repealed Legal Requirement in a manner more restrictive of the operation of the HCRA Unit than those Legal Requirements currently applicable to the HCRA Unit.

~Signatures are on the following page~

IN WITNESS WHEREOF, the parties have executed this HCRA Agreement effective as of the date first written above.

AHA:

THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GEORGIA

By:

Its:

OWNER:

<PROPERTY OWNER NAME>

By:

Name:

Its:

SAMPLE

EXHIBIT A

HCRA UNIT TERMS AND CONDITIONS

HCRA UNIT INFORMATION:

OWNER: _____ **< PROPERTY OWNER NAME >**

ELIGIBLE HOUSEHOLD: _____ **< HEAD OF HOUSEHOLD >**

HCRA UNIT ADDRESS: _____ **< UNIT ADDRESS >**

CITY AND STATE _____ **< CITY AND STATE >** ZIP CODE **<ZIP >**

ELIGIBLE HOUSEHOLD MEMBERS AUTHORIZED TO RESIDE IN THE HCRA UNIT:

<PARTICIPANT NAME >
<LIST ALL HOUSEHOLD MEMBERS >

UNIT TYPE AND APPROVED RENT:

REQUEST FOR TENANCY APPROVAL UNIT TYPE	NUMBER OF BEDROOMS/BATHS	SQUARE FOOTAGE	RENT
<SINGLE OR MULTI FAMILY >	<NO. OF ROOMS >	<SQ FOOTAGE >	<AMOUNT >

HCRA AGREEMENT EFFECTIVE DATE: _____ **< EFFECTIVE DATE >**

THE INITIAL TERM SHALL END ON: _____ **<END CONTRACT DATE >**

| UNLESS EXTENDED BY AHA PURSUANT TO SECTION 11 OF THIS HCRA AGREEMENT |

UTILITIES AND APPLIANCES					Responsible for Payment	
Utility or Appliance	Natural Gas	Electric	Heat Pump	Oil or Bottle Gas	Owner	Eligible Household
Heating	<>	<>	<>	<>	<>	<>
Cooking	<>	<>			<>	<>
Other Electric		<>			<>	<>
Air Conditioning	<>	<>			<>	<>
Water Heating	<>	<>			<>	<>
Water					<>	<>
Sewer			<>	<>		
Range/Microwave			<>	<>		
Refrigerator			<>	<>		

EXHIBIT A (Continued)

REQUIRED MINIMUM GENERAL LIABILITY INSURANCE (CHECK ONE)

- | | | |
|--------------------------|------------------------------|--------------------------|
| <input type="checkbox"/> | Single family home/unit | \$100,000 / occurrence |
| <input type="checkbox"/> | 2 - 4 multifamily units | \$500,000 / occurrence |
| <input type="checkbox"/> | 5 - 10 multifamily units | \$1,000,000 / occurrence |
| <input type="checkbox"/> | 11 or more multifamily units | \$2,000,000 / occurrence |

SAMPLE