

MASTER AGREEMENT

1. This Agreement is made by and between the United States Department of Housing and Urban Development (hereinafter referred to as HUD), and (insert name of homeless provider), a provider of housing for the homeless (hereinafter referred to as Applicant). This Agreement sets forth the rights and responsibilities of the parties in the implementation of the Lease and Sale of Acquired Single Family Properties for the Homeless Program.

2. Applicant agrees to abide by the regulations governing this program, as set forth in the Final Rule, 24 CFR Parts 291, 577 and 578, published in Federal Register Vol. 56, No. 179, September 16, 1991.

3. Applicant acknowledges and affirms that this program is intended to assist individuals and families who are homeless by providing them with temporary shelter and appropriate supportive services with the goal of helping them move to independent living. Applicant further acknowledges and affirms that this program is not intended to assist non-homeless,, low-income persons, nor persons who have not yet become homeless, nor persons who pay a high percentage of their income in rent, reside with others, or who, while they may be without permanent shelter at the onset of receiving shelter through the applicant, nevertheless have assets or other resources to obtain market rate housing.

4. Applicant agrees to serve those segments of the homeless population which it has identified in its application to HUD. Applicant may alter its targeted segments of the homeless population upon reasonable notification to HUD. Failure to serve its identified types of homeless individuals, or to provide sufficient notice of a change in its service, shall give HUD the right to immediately terminate this Agreement and all subsequent leases between HUD and the Applicant.

5. Applicant agrees to provide, or arrange for, those supportive services identified in its application under this program. Applicant may alter the types of supportive services it provides to the homeless population it serves upon reasonable notification to HUD. Applicant's failure to fulfill these requirements shall give HUD the right to immediately terminate this Agreement and all subsequent Leases between HUD and the Applicant.

6. Applicant agrees to maintain records and accounts of its assistance to the homeless population. Applicant further agrees to submit at any time to such examination of any and all of its records and accounts, as required by HUD. This shall include any and all documentation of these homeless persons who have requested the assistance of the Applicant, and those homeless persons who the Applicant has assisted.

APPENDIX 79

7. Applicant agrees to abide by all the terms and conditions of any Lease entered into by the Applicant on an acquired Single Family property. Applicant further agrees that any sublease shall be controlled by the terms of the Lease between HUD and the Applicant.

8. This Master Agreement, and all subsequent Leases, constitute the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Applicant. The effective date of this Master Agreement shall be the date of execution by HUD, except with prior written approval by HUD.

9. Applicant acknowledges that it has read the foregoing conditions and agrees to fully abide by such. This (insert month, day and year).

Applicant

Title

SECRETARY OF HOUSING AND URBAN
DEVELOPMENT acting by and through the
ASSISTANT SECRETARY FOR COMMUNITY
PLANNING AND DEVELOPMENT

BY: _____
Authorized Agent