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APPENDIX 6-1
SAMPLE RENTAL WORK-OUT AGREEMENT

1. PARTIES TO THE RENTAL WORK-OUT AGREEMENT.

The Secretary of Housing and Urban Development (HUD), by and through _____ PROJECT MANAGEMENT, and _____, Lessee.

2. LEASED UNIT.

Unit _____ Address _____

3. RENTAL WORK-OUT AGREEMENT TERMS AND CONDITIONS.

The Lessee acknowledges that the monthly rental payment of \$ _____ and monthly payment of \$ _____ for _____ fees agreed upon in Lease # _____ is delinquent of rental and/or fee payment under the terms and conditions of said Lease and has been delinquent of such payments from _____ to date.

The Lessee and the PROJECT MANAGEMENT agree to the following:

Beginning _____ and continuing through till _____, the Lessee will remit by the first of each month: a) the monthly rental payment of \$ _____ agreed upon in the Lease; b) the monthly fee payment of \$ _____ for _____ agreed upon in the Lease; and c) the workout payment of \$ _____ agreed upon herein; for a total monthly payment of \$ _____ for the duration of this Agreement.

The Lessee fully understand his/her responsibility to fulfill the terms and conditions of the Agreement. If the Lessee fails to meet the terms and conditions of this Agreement, eviction proceedings will be enacted at once against the Lessee unless the PROJECT MANAGEMENT has deemed that mitigating circumstances exist.

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SIGNATURES.

Resident(s) Social Security Date PROJECT MANAGEMENT Date
 Number(s)

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APPENDIX 6-2
SUGGESTED LIABILITY CLAIM FORMAT
FOR USE BY THE PM/ADMINISTRATOR
NOTE: Please type the following information

DATE: _____

FROM: _____ Telephone #: _____

TO: _____

SUBJECT: Receipt of Tort Claim

Project Name: _____

FHA Project #: _____

Project Address: _____

Date of alleged injury or loss: _____

Date claim received: _____

Name of claimant: _____

Address: _____

Telephone #: _____

Description of alleged injury or loss: _____

Date of PM investigation: _____

Findings: _____

Recommendation for disposition: _____

Corrective actions taken by PM (i.e. repair undertaken/ contracted
for, etc.) _____

Attachments: SF-95
Pictures
Supporting documentation, (estimates of
repairs, doctors bills, etc.)

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APPENDIX 6-3
SUGGESTED LIABILITY CLAIM FORMAT
FOR USE BY FIELD OFFICE

DATE: _____

MEMORANDUM FOR: Director, MFPD Division

FROM: _____ Telephone number: _____

SUBJECT: Tort Claim
Project Name: _____
FHA Number: _____
Project Address: _____

NAME OF CLAIMANT: _____

Pursuant to the procedures for handling liability claims in
Multifamily MIP and HUD-owned projects, I am forwarding this
claim for disposition.

Site Visit and Investigation on (Date) _____
The SF 95 and attached information provided by the
PM/Administrator has been reviewed and my findings and
recommendations are:

Findings: _____

Recommendations: _____

Corrective Actions taken by the Field Office: _____

Attachments: SF-95
Pictures
Supporting documentation, (estimates of
repairs, doctors bills, etc.)

cc: Project file

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APPENDIX 6-4
SUGGESTED NOTICE OF PROJECT SALE CLOSING
AND TERMINATION OF PM/ADMINISTRATOR SERVICES

PM name and address

SUBJECT: Project Name:
FHA Number:
Location:

The subject project has been sold. Closing is scheduled for date . Unless the closing is delayed or canceled, on that date, this project will be removed from your list of assigned projects and your project management services will be terminated for this project.

There are a number of duties that you must accomplish, in accordance with your contract, before the closing, as follows:

1. Provide the GTR/GTM with a complete, updated inventory of all serial-numbered non-expendable property;
2. Notify all subcontractors that their contracts will terminate on the closing date, and that, unless otherwise instructed in writing by HUD, HUD will not assume any financial obligation beyond the closing. Instruct those subcontractors to submit all invoices to you within two weeks after closing;

3. Request final readings on the closing date for all utilities. Inform the utility companies that HUD will no longer assume any financial obligation beyond the closing;
4. Notify all collection agencies of the closing date and instruct them to forward all funds received after the closing to this Field Office, Attention: name
5. Notify the residents in writing that their security deposits will be transferred to the new owner;
6. Notify in writing the local taxing authorities and local code enforcement agency of the property sale, name and address of the new owner, the date the sale closed, and repair requirements, if any.

Promptly after closing, preferably within one week, submit all invoices, both yours and your subcontractors', pursuant to the PMS User Manual. Include all payroll, taxes and insurance

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costs prorated to the closing date.

In order to avoid financial responsibility, you are cautioned on the following activities:

1. DO NOT make any adjustments with the new owner. HUD will perform all prorations at closing;
2. DO NOT obligate HUD funds after closing;
3. DO NOT accept collections after closing unless they are amounts due HUD.

If, after termination of services on this project, you have no HUD projects in your inventory, the PMS User Manual and endorsement stamp must promptly be returned to name of GTR/GTM .

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