

### **Applicant Certification and Acknowledgement**

1. The Applicant certifies that the proposed Development can be completed and operating within the development schedule and budget submitted to the Corporation;
2. By submitting this RFA, the Applicant acknowledges and certifies that all requirements of the RFA and commitments made by the Applicant will be provided for the proposed Development and its residents:
  - a. The proposed Development will meet all state building codes, including the 2012 Florida Accessibility Code for Building Construction, adopted pursuant to Section 553.503, F.S., the Fair Housing Act as implemented by 24 CFR Part 100, Section 504 of the Rehabilitation Act of 1973 pursuant to Rule Chapter 67-48, F.A.C., and the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35, incorporating the most recent amendments, regulations and rules;
  - b. The name of the Applicant entity stated in the Application may be changed only by written request of an Applicant to the Corporation staff and approval of the Board after closing;
  - c. The Non-Profit Applicant entity owns at least 51 percent of the ownership interest in the Development and will receive the greater of (i) 25 percent of the Developer fee; or (ii) the percentage of Developer fee committed to as stated amount at question 3.c. of Exhibit A. (Developer fee is limited to 21 percent of the Development Cost as further outlined in Section Four A.13.c.(1)(a)(i);
  - d. The information outlined in Item A of Exhibit D to the RFA will be provided within the timeframes prescribed by the Corporation and/or the Credit Underwriter;
  - e. The success of an Applicant in being selected for funding is not an indication that the Applicant will receive a positive recommendation from the Credit Underwriter or that the Development Team's experience, past performance or financial capacity is satisfactory. The past performance record, financial capacity, and any and all other matters relating to the Development Team, which consists of Developer, Management Company, General Contractor, Architect, Attorney, and Accountant, will be reviewed during credit underwriting. The Credit Underwriter may require additional information from any member of the Development Team including, without limitation, documentation on other past projects and financials. Development Teams with an unsatisfactory past performance record, inadequate financial capacity or any other unsatisfactory matters relating to their suitability may result in a negative recommendation from the Credit Underwriter;
  - f. The proposed Development will include the required income set-aside units (for ELI Households and Total Set-Aside Percentage). The Total Set-Aside Percentage stated in the Application may be increased after the Applicant has been invited to enter credit underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation;

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- g. The Principals of each Developer identified in the Application, including all co-Developers, may be changed only by written request of an Applicant to Corporation staff and approval of the Board after the Applicant has been invited to enter credit underwriting. In addition, any allowable replacement of an experienced Principal of a Developer entity must meet the experience requirements that were met by the original Principal;
  - h. The total number of units stated in the Application may be increased, up to any applicable allowable limit, after the Applicant has been invited to enter credit underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation;
  - i. The Applicant's commitments will be included in the Land Use Restriction Agreements (LURAs) and must be maintained in order for the Development to remain in compliance, unless the Board approves a change;
  - j. The applicable fees will be due as outlined in this RFA, Rule Chapter 67-48, F.A.C., and/or as otherwise prescribed by the Corporation and/or the Credit Underwriter;
  - k. If the proposed Development meets the definition of Scattered Sites, all Scattered Sites requirements were met in the Application and any requirements that were not required to be met in the Application will be met, including that all features and amenities committed to and proposed by the Applicant that are not unit-specific shall be located on each of the Scattered Sites, or no more than 1/16 mile from the Scattered Site with the most units, or a combination of both;
  - l. The Applicant shall comply with all provisions of this RFA, Section 420.0004(13), F.S., and Rule Chapter 67-48, F.A.C.
3. The Applicant acknowledges that any funding preliminarily secured by the Applicant is conditioned upon any independent review, analysis, and verification that may be conducted by the Corporation of all information contained in Application and/or subsequently provided, the successful completion of credit underwriting, and all necessary approvals by the Board of Directors, Corporation or other legal counsel, the Credit Underwriter, and Corporation Staff;
  4. If preliminary funding is approved, the Applicant will promptly furnish such other supporting information, documents, and fees requested or required. The Applicant understands and agrees that the Corporation is not responsible for actions taken by the Applicant in reliance on a preliminary commitment by the Corporation. The Applicant commits that no qualified residents will be refused occupancy because they have Section 8 vouchers or certificates;
  5. The Applicant commits to participate in the statewide housing locator system, as required by the Corporation;
  6. As a condition of the acceptance of funding, all awardees may be required to cooperate with the Corporation or any contractors affiliated with the Corporation in the evaluation of the effectiveness of Permanent Supportive Housing provided through this RFA. The Corporation is interested in collecting evidence to demonstrate the extent to which these Developments meet expected outcomes;

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7. The Applicant and all Financial Beneficiaries have read all applicable Corporation rules and provisions governing this RFA and has read the instructions for completing this RFA and will abide by the applicable Florida Statutes and the credit underwriting and program provisions outlined in the RFA and Rule Chapter 67-48, F.A.C.;
8. In eliciting information from third parties required by this RFA and/or included in this Application, Applicant has provided such parties the information that accurately describes the Development. The Applicant has reviewed the third party information included in this Application and, to the best of the Applicant’s knowledge, the information provided by any such party is based upon, and is accurate with respect to, the Development as proposed in this Application;
9. The undersigned understands and agrees that in the event that the Applicant is invited into credit underwriting, the Applicant must submit IRS Form 8821 for all Financial Beneficiaries and natural person Principals disclosed on the Principals of the Applicant and Developer(s) Disclosure Form as outlined in Item A.1.b. of Exhibit D to the RFA;
10. The Applicant understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), Fla. Stat.; and
11. The undersigned is authorized to bind all Financial Beneficiaries to this certification and warranty of truthfulness and completeness of the Application.

Under the penalties of perjury, I declare and certify that I have read the foregoing and that the information is true, correct and complete.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title (Typed or Printed)

Note: The Applicant must provide this form as Attachment 1 to the RFA. The Applicant Certification and Acknowledgement form included in the Application labeled “Original Hard Copy” must contain an original signature (blue ink is preferred).