

## **Applicant Certification and Acknowledgement Form**

1. The Applicant certifies that the proposed Development can be completed and operating within the development schedule and budget submitted to the Corporation.
2. The Applicant acknowledges and certifies that the following information will be provided to the Corporation or the Credit Underwriter, as applicable, by the date outlined below or as otherwise outlined in the invitation to enter credit underwriting:
  - a. Within 7 Calendar Days of the date of the invitation to enter credit underwriting, the Applicant must provide the Applicant's Federal Identification Number. If the number has not yet been obtained, the Applicant must provide a copy of the completed, submitted application for the number.
  - b. Within 21 Calendar Days of the date of the invitation to enter credit underwriting, the Applicant must provide the following:
    - (1) The required information concerning the remaining members of the Development Team (i.e., the Architect, Attorney, Accountant, and General Contractor), as outlined in Item 8 of Exhibit C;
    - (2) The required certification from a licensed environmental provider confirming that a Phase I environmental site assessment has been performed for the entire Development site, and, if applicable, a Phase II environmental site assessment has been performed, as outlined in Item 8 of Exhibit C; and
    - (3) Notification of the percentage of ownership of the Principals of the Applicant.
  - c. By the date outlined in the invitation to enter credit underwriting:
    - (1) The Resident Relocation Plan during the Development's rehabilitation, as outlined at Item 9 of Exhibit C; and
    - (2) The Outreach, Marketing, and Referral Plan, as outlined at Item 10 of Exhibit C.
3. By submitting the Application, the Applicant acknowledges and certifies that:
  - a. The proposed Development will be subjected to a capital needs assessment to be carried out by a third party vendor hired by the Credit Underwriter.
  - b. For Developments in the Corporation's portfolio, the units committed to in this Application must be set aside for a minimum of 30 years or the current remaining affordability period on the property, whichever is longer. For Developments in RD's portfolio (that are not also in the Corporation's portfolio), the units committed to in this Application must be set aside for a minimum of 30 years.
  - c. The proposed Development will include all required construction features, as outlined in Item 3 of Exhibit C. The quality of the construction features committed to by the Applicant is subject to approval of the Board of Directors.

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- d. The proposed Development will include the required set-asides as outlined in Section Four A.7. of the RFA.
- e. 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, and the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35, incorporating the most recent amendments, regulations and rules.
- f. The name of the Applicant entity stated in the Application 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, the Applicant entity shall be the borrowing entity for the SAIL funding and may not be changed in any way until after the closing of the loan, as further outlined in Item 1 of Exhibit C.
- g. 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.
- h. 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.
- i. The Applicant's commitments will be included in a Land Use Restriction Agreement for the SAIL funding 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 and/or as otherwise prescribed by the Corporation and/or the Credit Underwriter.
- k. The Applicant certifies that the proposed Development will continue to meet the applicable Development eligibility requirements outlined in Section Four A.2.a. of the RFA.
- l. The Applicant certifies that the conditions of the selected Development Category, as outlined at Section Four A.5.e. of the RFA, are met.

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- m. In exchange for receiving funding from Florida Housing, Florida Housing reserves the authority to restrict the disposition of any funds remaining in any operating deficit reserve(s) after the term of the reserve's original purpose has terminated or is near termination. Authorized disposition uses are limited to payments towards any outstanding loan balances of the Development funded from Florida Housing, any outstanding Florida Housing fees, any unpaid costs incurred in the completion of the Development (i.e., deferred Developer fee), the Development's capital replacement reserve account (provided however, that any operating deficit reserve funds deposited to the replacement reserve account will not replace, negate, or otherwise be considered an advance payment or pre-funding of the Applicant's obligation to periodically fund the replacement reserve account), the reimbursement of any loan(s) provided by a partner, member or guarantor as set forth in the Applicant's organizational agreement (i.e., operating or limited partnership agreement), and, in the case of a Development with a Homeless or Persons with Special Needs Demographic Commitment, another operating deficit reserve whereby its final disposition remains under this same restriction. The actual direction of the disposition is at the Applicant's discretion so long as it is an option permitted by Florida Housing. In no event shall the payment of amounts to the Applicant or the Developer from any operating deficit reserve established for the Development cause the Developer fee or General Contractor fee to exceed the applicable percentage limitations provided for in this RFA.
- n. If the Applicant applies as a Non-Profit entity and meets the eligibility requirements outlined in Section Four A.3.c. of the RFA, it must remain a Non-Profit entity and the Non-Profit entity must (i) receive at least 25 percent of the Developer fee, and (ii) understand that it is the Non-Profit entity's responsibility to contractually ensure that it substantially and materially participates in the management and operation of the Development throughout the Compliance Period.
4. The Applicant acknowledges that any funding preliminarily secured by the Applicant is expressly conditioned upon any independent review, analysis and verification of all information contained in the Application that may be conducted by the Corporation, 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.
5. If preliminary funding is approved, the Applicant will promptly furnish such other supporting information, documents, and fees as may be 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.
6. By Certificate of Occupancy, the Applicant commits to participate in the statewide housing locator system, as required by the Corporation.

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7. In eliciting information from third parties required by and/or included in the Application, the Applicant certifies that it has provided such parties information that accurately describes the Development as proposed in the Application. The Applicant certifies that it has reviewed the third party information included in the Application and/or provided during the credit underwriting process and the information provided by any such party is based upon, and accurate with respect to, the Development as proposed in the Application.
8. The undersigned understands and agrees that in the event that the proposed Development is invited into credit underwriting, the Applicant must submit IRS Form 8821 for all Financial Beneficiaries in order to obtain a recommendation for the SAIL funding.
9. As part of an ongoing effort to evaluate the need for Farmworker housing in Florida, the Corporation may pursue the option to direct an independent evaluation, and in the course of the evaluation, may require awardees to submit administrative, tenant and other data from the Development.
10. The Applicant understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), F.S.
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 preferred).