



BOLEY CENTERS, INC.

445 31<sup>st</sup> STREET NORTH • SAINT PETERSBURG • FLORIDA • 33713

Phone: 727-821-4819 Fax: 727-490-0541

### Change of Ownership/Management Form Packet Checklist

Date: \_\_\_\_\_

Dear Property Owner or Manager:

In order for the Boley Centers, Inc. Housing Program (BCHP) office to process your Change of Ownership/Management request, the following documentation is required from the legal Owner(s) of the property. Failure to do so may result in the termination of your Housing Assistance Payment (HAP) Contract.

- A completed Request for Taxpayer Identification Number and Certification (W-9) form signed and dated by the legal Owner(s) of the reference property or properties.  
**Note:** The name and tax ID number (Employee Identification Number (EIN) or Social Security (SSN)) listed on the W-9 form must match the information listed on the verification letter or Social Security card.
- A completed Change of Ownership/Management form.
- A complete list of tenants at the referenced property or properties
- Proof of ownership – Warranty Deed or Court Order of Assignment (signed/stamped by judge)
- Tax identification (for an *individual* — a copy of your Social Security card; for a *company or business* — a copy of an IRS Employer Identification Number (EIN) verification letter (Letter 147C))
- A valid driver's license or state identification card - *for an individual*
- A completed HAP Contract Assignment form  
**Note:** this is a requirement and must be completed in its entirety

This packet contains four pages and each page requires information from you that is imperative to the expedient processing of your Change of Ownership/Management request. Therefore, please make sure to complete the packet in full and submit it via fax to 727-490-0541 or drop it off at the Boley Centers, Inc 445 31st Street North, Saint Petersburg, FL 33702.

**Please note the following:**

- For your request to take effect by a particular check issuance date, BCHP must receive your completed packet before the 20th of the month.
- BCHP does not prorate HAPs between two Owners. For example, if the property was purchased on the 5th of the month, BCHA will pay the entire month to the previous Owner and the following month to the new Owner.







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Complete the list below to include all of the voucher-assisted tenants currently residing at the property. If you have more than 13 voucher-assisted tenants at the property, please make copies of this page. You may also print and attach your own computer-generated list of tenants.

**List of Tenants at the Property:**

#	Name	Unit Address	Unit #	Relation?*
1.				___ Yes ___ No
2.				___ Yes ___ No
3.				___ Yes ___ No
4.				___ Yes ___ No
5.				___ Yes ___ No
6.				___ Yes ___ No
7.				___ Yes ___ No
8.				___ Yes ___ No
9.				___ Yes ___ No
10.				___ Yes ___ No

\*A relation is defined as the owner (including a principal or other interested party) being the spouse, domestic partner, parent (mother/father), child, grandparent, grandchild, sister, or brother of any member of the household, unless BCHP has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.





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**ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT  
SECTION 8 HOUSING ASSISTANCE PAYMENTS CONTRACT**

THIS ASSIGNMENT, ASSUMPTION AND AMENDMENT OF SECTION 8 HOUSING ASSISTANCE PAYMENTS CONTRACT (herein called the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the United States of America, acting through the \_\_\_\_\_ (herein called "the Contract Administrator"), \_\_\_\_\_ (insert name of Seller (current ownership entity), a \_\_\_\_\_ (insert limited partnership, general partnership, limited liability company, corporation, or sole proprietor) (herein called "the Seller"), and \_\_\_\_\_ (insert name of Buyer), a \_\_\_\_\_ (insert limited partnership, general partnership, limited liability company, corporation, or sole proprietor), (herein called "the Buyer").

**WHEREAS**, the Contract Administrator and \_\_\_\_\_ (insert name of prior owner or the Seller), pursuant to Section 8 of the United States Housing Act of 1937, 42 U.S.C. 1437f, entered into a Section 8 Housing Assistance Payments Contract (herein called the "HAP Contract") identified as HAP Contract Number \_\_\_\_ - \_\_\_\_\_ for units in the \_\_\_\_\_ (insert project name) (herein called "the Property"), a copy of which is attached hereto as "Exhibit A" (insert or delete following as applicable): Said HAP Contract, executed by the Prior Owner by an assignment of HAP Contract, executed by Prior Owner and approved by HUD, dated \_\_\_\_\_;

**WHEREAS**, the Seller, and the Buyer have entered into a Real Estate Purchase and Sale Agreement, dated as of (insert date and month) \_\_\_\_\_, 20\_\_\_\_, wherein the Seller agrees to sell the Property and the Buyer agrees to purchase the Property, including, without limitation, the improvements situated thereon, and has agreed to accept the assignment of and assume all obligations under the HAP Contract;

**WHEREAS**, the Buyer has submitted to the Secretary of HUD (herein called " the Secretary") an Application and documents in support thereof (herein collectively referred to as the "Application") requesting the Secretary's approval of the proposed assignment of the HAP Contract to the Buyer as set forth in the aforesaid Real Estate Purchase and Sale Agreement; and

**WHEREAS**, the Seller and the Buyer mutually desire to assign the HAP Contract; and it is necessary to and the Contract Administrator and the Buyer mutually desire to amend the HAP Contract to allow for physical inspections in accordance with 24 CFR Part 5 Subpart G and 24 CFR Part 200, Subpart P, and to require financial reporting in accordance with 24 CFR Part 5 Subpart H;

**NOW, THEREFORE**, in consideration of the foregoing, the sum of Ten Dollars (\$10.00) in hand paid and other good consideration, the receipt of which is hereby acknowledged, and in order to comply with the requirements of the Secretary, the United States Housing Act of 1937, and the regulations adopted pursuant thereto, the parties hereto agree as follows:





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1. The Seller hereby irrevocably assigns HAP Contract to the Buyer together with all rights and obligations in and under said contract.
2. Effective as of the date of this Agreement the Buyer agrees to assume and to be bound by said HAP Contract as modified herein.'
3. Effective as of the date of this Agreement, the Seller is released from any future obligations under the HAP Contract, excepting that the Seller shall remain responsible for filing the AFS through the day before this Agreement if said HAP Contract includes an AFS filing requirement. Nothing in this Agreement shall waive, compromise, impair, or prejudice any right HUD may have against the Seller for any violation of the HAP Contract that may have occurred prior to the date of this Agreement.
4. Part II of the HAP Contract shall be amended as follows to include the following provisions:

**Physical Condition Standards and Inspection Requirements.** The Owner shall comply with the Physical Condition Standards and Inspection Requirements of 24 CFR Part 5, Subpart G, including any changes in the regulation and related Directives. In addition, the Owner shall comply with HUD's Physical Condition Standards of Multifamily Properties of 24 CFR Part 200, Subpart P, including any changes in the regulation and related Directives. This obligation shall apply both during the current term of the HAP contract and during each successive renewal term.

**Financial Reporting Standards.** The Owner shall comply with the Uniform Financial Reporting Standards of 24 CFR Part 5, Subpart H, including any changes in the regulation and related Directives. This obligation shall apply during the current term of the HAP contract and for each successive renewal term.

5. This Agreement shall be construed under the laws of the State of Florida and, to the extent inconsistent with the laws of the State of Florida, the laws of the United States of America. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

7. The Secretary, by the signature of his authorized representative below, consents to assignment made hereby. Said consent shall be void ab initio if the Secretary determines that Buyer, or any principal or interested party of the Buyer, 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.





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**NOTHING** in this Agreement shall in anyway impair the HAP Contract or alter, waive, annul, vary, or affect any provision, condition, or covenant therein, except as herein specifically provided, or affect or impair any rights, powers, or remedies under the HAP Contract, it being the intent of the parties hereto that the terms and conditions of the HAP Contract shall continue in full force and effect except as amended hereby.

**SELLER**

Name of Seller (print)

\_\_\_\_\_

By \_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Name and title (print)

**BUYER**

Name of Buyer (print)

\_\_\_\_\_

By \_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Name and title (print)





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**CONTRACT ADMINISTRATOR** (to be completed by PHA if a PHA is the Contract Administrator; to be completed by HUD if HUD is the Contract Administrator)

Name of Contract Administrator (print):

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By \_\_\_\_\_  
Signature of authorized representative (print)

\_\_\_\_\_  
Name and title (print)

**DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT** (to be completed by HUD only if the Contract Administrator is a PHA)

By \_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Name and title (print)

