

## **SPONSOR CERTIFICATION**

### **LOW-INCOME HOUSING TAX CREDIT REGULATORY AGREEMENT:**

The Low-Income Housing Tax Credit Regulatory Agreement includes the low-income housing extended use commitment required of all tax credit developments and, if applicable, regulations governing those developments which are obligated to serve tenants with incomes at or below 60% area median income. This agreement must be executed by the owner of the development, and the owner is responsible for recording the agreement in the county where the development is located. The original recorded document must be submitted to Idaho Housing and Finance Association ("IHFA") prior to issuance of a Low-Income Housing Credit Allocation Certification (IRS Form 8609).

### **SPONSOR'S AGREEMENTS AND CERTIFICATIONS:**

\_\_\_\_\_, the owner of the development (the "Sponsor") hereby agrees that the Sponsor is responsible for ensuring that the development consists or will consist of a "qualified low-income building or buildings" as defined in the Internal Revenue Code, Section 42, and will satisfy all applicable requirements of federal tax laws in the acquisition, rehabilitation, or construction and operation of the development to receive low-income housing tax credit. Instruction as to compliance with Section 42 of the Internal Revenue Code is not the responsibility of IHFA.

The Sponsor hereby agrees that the Sponsor is responsible for all calculations and figures relating to the determination of the eligible basis for the building and understands and agrees that the amount of credit is calculated by reference to the figures submitted with this application as to the eligible basis and qualified basis of the development and individual buildings.

The Sponsor hereby makes application to IHFA for reservation, carryover allocation, or allocation certification (Placed-in-Service) of housing tax credit dollar amounts as listed herein. The Sponsor agrees that IHFA will at all times be indemnified and held harmless against all losses, costs, damages, expenses and liabilities of whatsoever nature or kind (including, but not limited to, attorney's fees, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgment, any loss from judgment from Internal Revenue Service) directly or indirectly resulting from, arising out of, or related to acceptance, consideration and approval or disapproval of such reservation, commitment or allocation request.

The Sponsor hereby agrees that any determination made by IHFA as to the amount of annual tax credit applicable to the development is not to be construed as a representation or warranty as to the feasibility or viability of the development or the development's ongoing capacity for success or any conclusions regarding any matter of federal or state income tax laws.

The Sponsor specifically acknowledge(s) and agree(s) that verification or re-verification of any information contained in this application may be made at any time by IHFA, its agents, successors and assigns, either directly or through a credit reporting agency, or from any source named in this application. The Sponsor further agrees and understands that IHFA may publish a list of developments and sponsors with tax credit applications in process which list will be available to the public.

The Sponsor is solely responsible for completing this application in accordance with the Allocation Plan and Section 42 of the Internal Revenue Code, notwithstanding any conversations with representatives of IHFA. The Sponsor also understands that IHFA will rely upon all of the information as stated in the application as filed and is under no obligation to accept any additional information after the final date for submitting the application. The Sponsor further understands that IHFA has the right to reject this application if, in IHFA's sole judgment, the application is not consistent with the proper and effective allocation of housing credit under the Qualified Allocation Plan and Section 42 of the Internal Revenue Code.

The Sponsor understands and agrees that all information contained in this application and submitted with this application may be disclosed to the public by IHFA, except that appraisals provided by a third party to IHFA may be exempt from disclosure under the Idaho Public Records Act. However, in all events, the Sponsor agrees that any market feasibility study submitted to IHFA shall be open to disclosure to the public, and the sponsor shall make whatever arrangements are necessary with the preparer of such study in order that such study may be disclosed. A "market feasibility study" is defined as a study required in order to assist the Sponsor and/or IHFA to determine a need for, and marketability of, affordable units in the area where the development is to be located. An "appraisal" is defined as a study to determine the market value of the development for lending purposes.

The undersigned authorized representative of the Sponsor, being duly authorized, hereby represents and certifies under the penalty of perjury that the foregoing information is true, complete and accurately describes the proposed development and further certifies to IHFA under the penalty of perjury that the Sponsor:

- Has disclosed all of the development's funding sources and uses, as well as its total financing;
- Has reported costs in the sources and uses statement accurately based on actual development costs incurred;
- Has disclosed any additional amounts paid to them or related parties for syndication fees, debt placement fee, guaranty fees, or other fees;
- Has disclosed the purchase price of a site and its allocated cost to the [partnership]; and
- Will disclose any future changes in funding or costs to IHFA.

IN WITNESS WHEREOF, the Sponsor has caused this document to be duly executed in its name on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Legal Name of Ownership Entity

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_