

WEST VIRGINIA HOUSING DEVELOPMENT FUND  
LOW-INCOME HOUSING TAX CREDIT PROGRAM  
COMMITMENT TO UTILIZE THE APPLICABLE  
PUBLIC HOUSING AUTHORITY'S WAITING LIST

THIS AGREEMENT, MADE this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ ("Taxpayer"), and \_\_\_\_\_ ("Public Housing Authority" or "PHA") the applicable public housing authority for the jurisdiction in which the building(s) in the property described below is (are) or will be located.

NOW, THEREFORE, WITNESSETH, that for and in consideration of the representations and mutual promises contained herein, the receipt of which are hereby acknowledged, the undersigned parties agree as follows:

1. The Taxpayer is or will be the owner of \_\_\_\_\_ (Property Name), a residential rental housing property which contains or will contain \_\_\_\_\_ building(s) located or to be located at \_\_\_\_\_ (Address of Building(s)) which is (are) or will be located in \_\_\_\_\_ (Location), West Virginia.
2. The Taxpayer will apply to the West Virginia Housing Development Fund, the housing credit agency for the State of West Virginia, for an allocation or for allocations of housing credit dollar amounts for the building(s) in the above-described property out of West Virginia's State Housing Credit Ceiling, pursuant to Section 42 of the Internal Revenue Code (Low-Income Housing Credit).
3. The Taxpayer, in connection with its application to the West Virginia Housing Development Fund for an allocation or for allocations of housing credit dollar amounts for the building(s) in the above-described property, will represent to the West Virginia Housing Development Fund that the owner (Taxpayer) of the property described above, has entered into a written commitment with the applicable Public Housing Authority to utilize the Public Housing Authority's waiting list and to target the persons appearing on the Public Housing Authority's waiting list to occupy the vacant low-income units in the property on an on-going basis, provided that such persons are qualified low-income tenants.

4. The location of the property described above is included within the PHA's jurisdiction.
5. The PHA will maintain and provide to the Taxpayer, upon the Taxpayer's request, a waiting list of eligible tenants who are waiting to receive subsidized rental housing (Section 8 Voucher, Certificate or Property Based Assistance).
6. The Taxpayer will request from the PHA and utilize the PHA's waiting list to target the persons appearing on the PHA's waiting list to occupy the vacant low-income units in the above-described property on an on-going basis, provided that such persons are qualified low-income tenants (such income qualification is defined under Section 42(g)(1) of the Internal Revenue Code).
7. This Agreement is a binding contract under and shall be construed in accordance with the laws of the State of West Virginia.
8. This Agreement is binding on the PHA, the Taxpayer, and on all successors in interest to the PHA and the Taxpayer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

PHA

\_\_\_\_\_  
Name of the Applicable  
Public Housing Authority

By: \_\_\_\_\_  
Authorized Representative

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

TAXPAYER

\_\_\_\_\_  
Legal Name of Taxpayer

By: \_\_\_\_\_  
Authorized Representative

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