

SAMPLE LOAN AGREEMENT

THIS LOAN AGREEMENT, made this ____ day of _____, 20 _____, by and between _____ Louisiana, a Louisiana municipal corporation, party of the first part (hereinafter called "City"); and _____ of the Parish of _____, State of Louisiana, party of the second part (whether one or more collectively called "Borrower");

WITNESSETH:

WHEREAS, the Borrower has requested the City and the City has agreed to lend to the Borrower a maximum outstanding amount as hereinafter specified in this Agreement, provided the Borrower performs the various terms and conditions specified in this Agreement.

NOW THEREFORE, for and in consideration of the City's agreement and obligation to lend to the Borrower, upon the terms and conditions hereinafter set forth, the sums herein specified, to be repaid and secured as herein set forth, the parties hereto do agree as follows:

1. MAXIMUM LOAN -- Upon the Borrower's compliance and continued compliance with all terms and conditions related to this loan, the City will advance to the Borrower from time to time under this Agreement such funds as the Borrower requests up to the maximum outstanding principal amount at any time of _____ dollars (\$_____), which sums shall be a deferred payment loan for a period of five years.
2. USE OF PROCEEDS -- The funds loaned shall be used by the Borrower solely for the purpose of rehabilitation of a dwelling located at _____, said rehabilitation to be in accordance with specifications approved by the City.
3. INTEREST RATE -- The interest rate will be _____ percent per annum.
4. TERM -- This Agreement shall be in full force and effective until the final payment due date on the note and deed of trust executed as security for and simultaneously with this Loan Agreement. All advances made in connection with this Loan Agreement shall be made within six (6) months from the date of this Agreement, and the City shall be under no obligation to make any advance hereunder until the City is satisfied that improvements made to the property described in Paragraph 2 hereof have been made in accordance with specifications, plans and bids approved by the City.
5. EVIDENCE OF LOAN -- The executed loan agreement shall constitute evidence of the loan. At the time of each payment made pursuant to this Agreement, the amount of such advance to be made, together with such other information as the City may request, shall be stated on a written request and receipt form supplied by the City, of which shall be signed by the Borrower.

6. SECURITY -- The Borrower agrees to placement of a five year lien upon the property in the event the property is sold or transferred during this period, the full amount of the loan shall be repaid.
7. TERMINATION -- This Agreement shall terminate at the expiration of the specified term hereof unless sooner terminated by (1) the Borrower's giving written notice of the Borrower's desire to terminate together with payment in full of all outstanding principal and interest due the City under this Agreement; (2) the City's giving ten (10) day's written notice to the Borrower of default of one or more of the terms, conditions of this Agreement, and the failure of the Borrower to correct such default(s) within the ten (10) day period. Upon notice hereunder of default or termination being given, the City's obligation to make future payments under this Agreement is suspended until the default is cured or the notice is rescinded.
8. TAXES AND INSURANCE -- the Borrower will pay, when due, all taxes, assessments, levies, and charges upon or against the property described in such deed(s) of trust and other security instruments together with any other buildings now or hereafter on said premises insured against loss and damage by fire, tornado, windstorm, and flood, where required, and against all other hazards as the City may require, in amounts and in companies satisfactory to the City but not less than amounts sufficient to prevent any co-insurance liability of the owner of the property or the City; for the benefit of the City, loss, if any, to be made payable in the policy or policies of insurance to the City as its interests may appear, and the loss payable clauses to be in such a form as the City may require. The policies and renewals thereof shall, when issued, be immediately delivered to the City to be held by it. The proceeds of any insurance, or any part thereof, may be applied by the City, at its option, to be a reduction of the indebtedness or to the restoration or repair of the property damaged.
9. OPTIONAL PAYMENT OF TAXES AND INSURANCE -- The City may, at its option, pay any insurance premiums, taxes, assessments, levies or charges against the premises, and in case of such payment, the amounts so paid shall immediately become debts due by the Borrower, shall bear interest at the rate specified in the note, and the payments shall be secured by the aforesaid deed (so of trust given pursuant to this Agreement, and may be deducted from any advance thereafter becoming due under the terms of this Agreement.
10. ADDITIONAL CONDITIONS PRECEDENT -- The Borrower will, prior to the advancement of any money by the City, obtain the following marked (x) below:
 - a. A policy or policies of title insurance satisfactory to the City insuring the title to the property covered by the deed(s) of trust referred to in Paragraph 6 hereof, and insuring that the City is the beneficiary of the FIRST lien on said property and a title opinion satisfactory to the City from a licensed attorney satisfactory to the City.

- b. A survey by a surveyor satisfactory to the City showing the actual and/or proposed location of the improvements to be wholly within lines of the property above described and that no violation of any restriction, zoning, or covenant pertaining to said premises exists and a certificate from said surveyor to that effect.
 - c. If the Borrower is a corporation, certified corporate authority evidencing the corporation's authority to enter into this Agreement to borrow the money hereby authorized to be loaned, and to execute the required documents.
 - d. An affidavit and indemnification agreement satisfactory to the City that no labor or materials have been provided or furnished on said premises for a period of more than 120 days prior to the execution of this Agreement.
11. RECEIVER ON DEFAULT -- The City shall have the right, after default in any of the terms, covenants, or agreements herein contained or contained in the aforesaid note and deed(s) of trust, to the appointment of a receiver to collect the rents and profits from the premises herein before described without consideration of the value of the premises or the solvency of any person liable for the payment of the amounts then owing, and all amounts collected by the receiver shall, after expenses of the receivership, be applied to the payment of the indebtedness hereby secured, being applied first to interest and insurance premiums due and accrued and then to principal, and the City at its option, shall have the right to do the same without the appointment of a receiver.
12. ACCELERATION -- The Borrower and the City agree that if a default occurs in any of the conditions or covenants of this Agreement or those incorporated hereinafter, the City may declare the entire sum due it by the Borrower and acceleration upon such default shall be at the option of the holder of the note secured by the deed(s) of trust referenced herein in Paragraph 6.

The covenants, terms and conditions herein contained shall bind, and the benefits and powers shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used herein, the singular number shall include the plural, the plural the singular, and the term "City" shall include any payee thereof, whether by operation or law or otherwise.

IN TESTIMONY WHEREOF, the individual parties have hereunto set their hands and adopted as their seals and with the word "Seal" appearing beside their names, and the City has caused this instrument to be executed in its corporation name by the Director of Community Development.

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

CITY OF _____, LOUISIANA

By: _____
Mayor

Inspection Checklist
Housing Choice Voucher Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(Exp. 05/31/2004)

Public reporting burden for this collection of information is estimated to average 0.50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance program.

Name of Family	Tenant ID Number	Date of Request (mm/dd/yyyy)
Inspector	Neighborhood/Census Tract	Date of Inspection (mm/dd/yyyy)
Type of Inspection <input type="checkbox"/> Initial <input type="checkbox"/> Special <input type="checkbox"/> Reinspection	Date of Last Inspection (mm/dd/yyyy)	PHA

A. General Information

Inspected Unit	Year Constructed (yyyy)	Housing Type (check as appropriate) <input type="checkbox"/> Single Family Detached <input type="checkbox"/> Duplex or Two Family <input type="checkbox"/> Row House or Town House <input type="checkbox"/> Low Rise: 3, 4 Stories, Including Garden Apartment <input type="checkbox"/> High Rise; 5 or More Stories <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Congregate <input type="checkbox"/> Cooperative <input type="checkbox"/> Independent Group Residence <input type="checkbox"/> Single Room Occupancy <input type="checkbox"/> Shared Housing <input type="checkbox"/> Other
Full Address (including Street, City, County, State, Zip)		
Number of Children in Family Under 6		
Owner		
Name of Owner or Agent Authorized to Lease Unit Inspected	Phone Number	
Address of Owner or Agent		

B. Summary Decision On Unit (To be completed after form has been filled out)

<input type="checkbox"/> Pass	Number of Bedrooms for Purposes of the FMR or Payment Standard	Number of Sleeping Rooms
<input type="checkbox"/> Fail		
<input type="checkbox"/> Inconclusive		

Inspection Checklist

Item No.	1. Living Room	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.1	Living Room Present					
1.2	Electricity					
1.3	Electrical Hazards					
1.4	Security					
1.5	Window Condition					
1.6	Ceiling Condition					
1.7	Wall Condition					
1.8	Floor Condition					

* Room Codes: 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room); 2 = Dining Room or Dining Area; 3 = Second Living Room, Family Room, Den, Playroom, TV Room; 4 = Entrance Halls, Corridors, Halls, Staircases; 5 = Additional Bathroom; 6 = Other

Item No.	1. Living Room (Continued)	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
2. Kitchen						
2.1	Kitchen Area Present					
2.2	Electricity					
2.3	Electrical Hazards					
2.4	Security					
2.5	Window Condition					
2.6	Ceiling Condition					
2.7	Wall Condition					
2.8	Floor Condition					
2.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
2.10	Stove or Range with Oven					
2.11	Refrigerator					
2.12	Sink					
2.13	Space for Storage, Preparation, and Serving of Food					
3. Bathroom						
3.1	Bathroom Present					
3.2	Electricity					
3.3	Electrical Hazards					
3.4	Security					
3.5	Window Condition					
3.6	Ceiling Condition					
3.7	Wall Condition					
3.8	Floor Condition					
3.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
3.10	Flush Toilet in Enclosed Room in Unit					
3.11	Fixed Wash Basin or Lavatory in Unit					
3.12	Tub or Shower in Unit					
3.13	Ventilation					

Item No.	4. Other Rooms Used For Living and Halls	Yes	No	In-	Comment	Final Approval Date (mm/dd/yyyy)
		Pass	Fail	Conc.		
4.1	Room Code* and Room Location <input type="checkbox"/>				(Circle One) Front/Center/Rear (Circle One) Right/Center/Left ____ Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10	Smoke Detectors					
4.1	Room Code* and Room Location <input type="checkbox"/>				(Circle One) Front/Center/Rear (Circle One) Right/Center/Left ____ Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10	Smoke Detectors					
4.1	Room Code* and Room Location <input type="checkbox"/>				(Circle One) Front/Center/Rear (Circle One) Right/Center/Left ____ Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10	Smoke Detectors					

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1	Room Code* and Room Location <input type="checkbox"/>				(Circle One) Right/Center/Left (Circle One) Front/Center/Rear ____ Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10	Smoke Detectors					
4.1	Room Code* and Room Location <input type="checkbox"/>				(Circle One) Right/Center/Left (Circle One) Front/Center/Rear ____ Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10	Smoke Detectors					
5. All Secondary Rooms (Rooms not used for living)						
5.1	None Go to Part 6					
5.2	Security					
5.3	Electrical Hazards					
5.4	Other Potentially Hazardous Features in these Rooms					

Item No.	6. Building Exterior	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
6.1	Condition of Foundation					
6.2	Condition of Stairs, Rails, and Porches					
6.3	Condition of Roof/Gutters					
6.4	Condition of Exterior Surfaces					
6.5	Condition of Chimney					
6.6	Lead Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed 20 square feet of total exterior surface area?				<input type="checkbox"/> Not Applicable	
6.7	Manufactured Home: Tie Downs					
7. Heating and Plumbing						
7.1	Adequacy of Heating Equipment					
7.2	Safety of Heating Equipment					
7.3	Ventilation/Cooling					
7.4	Water Heater					
7.5	Approvable Water Supply					
7.6	Plumbing					
7.7	Sewer Connection					
8. General Health and Safety						
8.1	Access to Unit					
8.2	Fire Exits					
8.3	Evidence of Infestation					
8.4	Garbage and Debris					
8.5	Refuse Disposal					
8.6	Interior Stairs and Common Halls					
8.7	Other Interior Hazards					
8.8	Elevators					
8.9	Interior Air Quality					
8.10	Site and Neighborhood Conditions					
8.11	Lead-Based Paint: Owner's Certification				<input type="checkbox"/> Not Applicable	

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead-Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

C. Special Amenities (Optional)

This Section is for optional use of the HA. It is designed to collect additional information about other positive features of the unit that may be present. Although the features listed below are not included in the Housing Quality Standards, the tenant and HA may wish to take them into consideration in decisions about renting the unit and the reasonableness of the rent. Check/list any positive features found in relation to the unit.

1. Living Room

- High quality floors or wall coverings
- Working fireplace or stove
- Balcony, patio, deck, porch
- Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

2. Kitchen

- Dishwasher
- Separate freezer
- Garbage disposal
- Eating counter/breakfast nook
- Pantry or abundant shelving or cabinets
- Double oven/self cleaning oven, microwave
- Double sink
- High quality cabinets
- Abundant counter-top space
- Modern appliance(s)
- Exceptional size relative to needs of family
- Other: (Specify)

3. Other Rooms Used for Living

- High quality floors or wall coverings
- Working fireplace or stove
- Balcony, patio, deck, porch
- Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

4. Bath

- Special feature shower head
- Built-in heat lamp
- Large mirrors
- Glass door on shower/tub
- Separate dressing room
- Double sink or special lavatory
- Exceptional size relative to needs of family
- Other: (Specify)

5. Overall Characteristics

- Storm windows and doors
- Other forms of weatherization (e.g., insulation, weather stripping)
- Screen doors or windows
- Good upkeep of grounds (i.e., site cleanliness, landscaping, condition of lawn)
- Garage or parking facilities
- Driveway
- Large yard
- Good maintenance of building exterior
- Other: (Specify)

6. Disabled Accessibility

Unit is accessible to a particular disability. Yes No
Disability _____

D. Questions to ask the Tenant (Optional)

1. Does the owner make repairs when asked? Yes No
2. How many people live there? _____
3. How much money do you pay to the owner/agent for rent? \$ _____
4. Do you pay for anything else? (specify) _____
5. Who owns the range and refrigerator? (insert O = Owner or T = Tenant) Range _____ Refrigerator _____ Microwave _____
6. Is there anything else you want to tell us? (specify) Yes No

