

**COUNTY OF HAWAI'I
OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT
201H APPLICATION**

CERTIFICATIONS AND ASSURANCES

Whereas, _____ (the "Developer") is applying to the Hawai'i County Office of Housing and Community Development (the "County") for assistance in the 201H process; and

Whereas, the Developer understands that it is necessary that certain conditions be satisfied as part of the Application requirements.

Now, therefore, the Developer certifies as follows:

1. The Developer is eligible for assistance under state statute and guidelines for the Program.
2. The Developer will minimize displacement as a result of activities assisted with the 201H expedited processing and assist persons displaced as a result of such activities.
3. The Developer will actively market in an ongoing manner all housing units and services expedited through the Program.
4. The Developer is prepared and has the authority within its charter, bylaws, or through statutory regulations to enter into a development agreement with the County for acceptance and use of 201H expedited processing assistance. The Developer makes this Application and certification with full cognizance of its governing body.
5. The Developer agrees the County will at all times be indemnified and held harmless against all losses, costs, damages, expenses and liabilities whatsoever in 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 the Internal Revenue Service) directly and indirectly resulting from, arising out of, or related to acceptance, consideration and approval or disapproval of such 201H expedited processing request.
6. The Developer understands and agrees the County retains the right to contact government officials, representatives of other funding programs, or other individuals to verify or obtain additional information about Developer's proposals. The undersigned hereby agrees and allows the release of any and all information to the County about the representations made within this Application. Such information may include credit history and ratings verifications, confirmation of involvement in past developments, and all other information, on the Developer entity and principals, thereof, as may be required by the County. This information will be used solely by the County to aid in its decision to award assistance offered by the Programs to the Developer and will not be disclosed outside the County, except as required and permitted under law.
7. The Developer has received, reviewed and accepts all the documents (e.g. Explanation, Instructions, etc.) that are attached to the Application and made a part hereof.
8. The Developer understands and agrees the County's receipt of an Application does not constitute acceptance of the Application. The County reserves the right to return an Application at any time without taking further action on the Application due to, but not limited to, the following:
 - a. Failure to meet Application submittal requirements (e.g. correct application fee, cashier's check, correct number of copies).
 - b. Failure to meet 201H program criteria (e.g. Developer eligibility and affordability requirements, etc).

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c. Failure to disclose in the Application any known material defects about the development of the Project, any misrepresentation or fraud.

9. The Developer further understands and agrees that:

a. The County reserves the right to reject any Application submitted and may exercise such right without notice and without liability to any Developer or other parties for their expenses incurred in the preparation of an Application.

b. Applications are prepared at the sole risk and expense of the Developer. The completion, receipt, or acceptance of an Application does not commit the County to pay any costs incurred in preparation of the Application. The County shall not be responsible for any costs incurred by the Developer due to the rejection of any Application.

10. The Developer understands and agrees the County in no way represents or warrants to any party which may include, but is not limited to, any developer, project owner, investor, or lender that the Project is, in fact, feasible or viable. No director, commissioner, officer, agent, staff or employee shall be personally liable concerning any matters arising out of, or in relation to, the disapproval or the making of awards from the Programs.

11. The Developer is responsible to review the applicable federal/state/county laws to ensure compliance with current regulations.

12. That the foregoing information and the statements made in this Application are true, complete, accurate and correct to the best of the Developer's knowledge, and hereby authorizes the County to obtain further information and to verify any statement made as it deems necessary.

13. The Developer understands the completed and accepted Application is subject to Chapter 92F, Hawai'i Revised Statutes, the Uniform Information Practices Act of the State of Hawai'i.

In Witness Whereof, the Developer has caused the document to be executed in its name on the _____ day of _____, 20_____.

Developer

By _____

Its _____

By _____

Its _____

Witness _____