



Tlingit-Haida Regional Housing Authority

Address: P.O. Box 32237, Juneau, Alaska 99803
 Phone: (907) 780-6868 Fax: (907) 780-6895

NAHASDA Housing Repair/Assistance Application

This application is for the NAHASDA Repair/Assistance Program which is a partnership between Tlingit-Haida Regional Housing Authority and the local Tribal Governing body. Each applicant must meet certain eligibility requirements:

1. Applicant's income must be 80% or less of Median Family Income. Income Taxes or third party verifications will be used to verify.
2. Applicant must provide Certificate or Degree of Indian Blood or a copy of Tribal Enrollment Card.

| | <u>IMPORTANT</u> Please utilize this checklist to insure that your application is completed correctly and that omission of these documents will not unnecessarily delay your file. | Applicant, Check this column to certify document is enclosed | Check by Housing Authority, when received |
|---|--|--|---|
| 1 | A signed copy of the Housing Assistance Application ALL Applicants (Mandatory) | | |
| 2 | Release and Agreement Not to Sue ALL Applicants (Mandatory) Notarized | | |
| 3 | Promissory Note for Trailers in trailer courts OR Deed of Trust Agreement (Mandatory) Notarized | | |
| 4 | A copy of or application for your certificate of Indian Blood, or a copy of your tribal enrollment card. ALL Applicants (Mandatory) | | |
| 5 | A copy of a <u>Warranty Deed</u> or a <u>Quit Claim Deed</u> to your House OR a copy of the <u>Title to your Trailer</u> . (Mandatory) | | |
| 6 | Copies of each household member's most recent income tax statement form 1040, Including all PFD's, social security, retirement, disability, unemployment benefits, child support, alimony, per capita payments, and interest. Copy of each house hold member Shareholder Dividends (Mandatory) | | |
| 7 | We require photographs of the house, (Both interior and exterior) as it stands today. (Helpful, but not Mandatory) | | |

NAHASDA Housing Repair Assistance Application

- . All questions in this application must be answered. Read instruction before completing this form.
- . This application is subject to the Privacy Act of 1974, Pub.L. 93-579.
- . Read the Certification carefully before you sign and date your application. (Sign in ink).

Community: _____ DATE: _____

A. APPLICATION INFORMATION:

| | | |
|---|------------------------|--------|
| 1. Name: _____ | | |
| Last | First | Middle |
| 2. Current Address _____ | | |
| Telephone No. _____ | | |
| 3. Date of Birth: _____ | 4. Soc. Sec. No. _____ | |
| 5. Tribal and Enrollment No. _____ | | |
| 6. Marital Status: _____ Married _____ Single _____ Widowed _____ Other | | |
| If you checked "other" Please Explain Below: _____ | | |
| 7. Spouse's Name: _____ | | |
| Last | First | Middle |
| 8. Date of Birth: _____ | 9. Soc. Sec. No. _____ | |
| 10. Tribal and Roll No. _____ | | |

B. Family information:

List all other persons living in household on a permanent basis starting with the eldest:

| Name | Date of Birth | Relationship to applicant | Tribe and Roll Number (s) |
|------|---------------|---------------------------|---------------------------|
| | | | |
| | | | |
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| | | | |
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| | | | |
| | | | |
| | | | |

If you need more space, use a blank sheet of paper.

C. EARNED INCOME:

Start with applicant then list all permanent family member 18 years old and above, who are listed under part B and have earned income. Provide your most recent income tax statement form 1040, wage stubs, etc. for income verification.

| Name | Annual Income | Source |
|---------------------------------|---------------|--------|
| | | |
| | | |
| | | |
| | | |
| Total Annual Earned Income..... | | |

2 Unearned Income:

Start with applicant then list all permanent family members are listed under Part B and have unearned income such as social security, retirement, disability and unemployment benefits, child support and alimony, royalties, ALASKA PFD'S, per capita payments, interest, etc. Provide check stubs, statements, individual Indian Money (IIM) ledgers, etc. for verification.

| Name | Annual Income | Source |
|------|---------------|--------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Total Annual Unearned Income..... \$ _____

TOTAL COMBINED ANNUAL HOUSE HOLD INCOME (earned income+unearned) \$ _____

D. HOUSING INFORMATION:

- Do you own the house to be repaired Yes [] No []
- Location of the house to be repaired, constructed or purchased. (Give accurate directions to this house).

3. Provide brief description of housing repair for which you are applying: _____

THE INFORMATION REQUESTED ON LINED 3, 4, 5, 6, & 7 BELOW IS ABOUT YOUR PRESENT LIVING CONDITIONS.

- Number of Bedrooms _____ Size of house-length _____ width _____ Square feet _____
- Plumbing fixtures: Flush Toilet Yes[] No[] Kitchen Sink Yes[] No[]
- Is electricity available? Yes[] No[] Name of Power Company _____
- Sewer System: City [] Septic Tank [] Chemical Toilet []
- Water Source: City [] Private Well [] Community Tank [] Other []

E. LAND INFORMATION:

1. Do you own the land on which you wish to renovate or build this home? Yes [] No []

If no, provide name of owner/owners _____

2. What status is the land now listed in?

Individual Trust [] Tribal Trust [] Individually Restricted (Allotment) []

Tribal Restricted [] Tribal Fee Simple [] Fee Patented [] Other []

If other, please describe _____

3. If you do not own the land, do you have: A 25 year leasehold interest [] Use Permit []

Indefinite assignment of joint ownership [] If other please explain: _____

****Mandatory Requirement****Include copies of warranty deed or Quit Claim. FOR Trailers, include copy of Title.

F. GENERAL INFORMATION:

1. Do you own any other house that you do not live in? Yes [] No []
if your answer is yes, explain where the house is located and why you do not use it.
- _____
2. Is this a rental Unit? Yes [] No []
If a rental unit, you must provide verification the following:
1). Letter from Landlord Authorizing repairs.
2). Income and Certificate of Degree of Indian Blood for Landlord.
3. Does anyone in your family, who is a permanent resident listed under Parts A and B of this application have a severe health problem, handicap or permanent disability?
- Yes [] No [] If Yes, provide name and brief description of such, with certified documentation.

G. APPLICANT'S CERTIFICATION:

I certify that all of the answers given are true, complete and correct to the best of my knowledge and belief, and are made in good faith.
Anyone who knowingly makes false or fraudulent statements in this application is subject to the penalties provided by law (U.S. Code, Title 18, Section 1001).
Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000.00 or imprisoned not more than five years, or both.
June 25, 1948, c 645, 62 Stat. 749.

Applicants Signature _____ Date _____

Spouse's Signature _____ Date _____
(if applicable)

Please send completed NAHASDA Repair/Assistance Application to:
Tlingit-Haida Regional Housing Authority
P.O. Box 32237
Juneau, Alaska 99803

**TLINGIT-HAIDA REGIONAL HOUSING AUTHORITY
NAHASDA REPAIR PROGRAM
RELEASE AND AGREEMENT NOT TO SUE**

I/we, _____, hereby accept residence repair services offered by Tlingit-Haida Regional Housing Authority (“T-HRHA”), under the NAHASDA Repair Program. The repairs will be made to my/our property known as _____ [street address] (“the Property”).

Definition of T-HRHA. As used herein, “T-HRHA” means not only Tlingit-Haida Regional Housing Authority but also its Board of Commissioners, employees, and agents.

Assumption of risk of loss. On my/our own behalf and on behalf of all owners of any interest in the Property and my/our heirs and assigns, I/we acknowledge that I/we am/are voluntarily participating in the NAHASDA Repair Program and agree to assume any risk of loss associated with the repairs, unless the loss is the result of T-HRHA’s gross negligence or recklessness.

Release and agreement not to sue. I/we hereby release, discharge and agree not to sue T-HRHA for any injury to any person or damage or loss of value to any property, real or personal, arising from or in connection with T-HRHA’s residence repair service to the Property, from whatever cause, except T-HRHA’s gross negligence or recklessness.

I/WE HAVE CAREFULLY READ THIS RELEASE AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I/WE AM/ARE AWARE THAT THIS IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT OF MY/OUR OWN FREE WILL.

RESIDENCE OWNER(S):

SIGNATURE

DATE

SIGNATURE

DATE

My commission expires: _____

After recording, return to:
TLINGIT-HAIDA REGIONAL HOUSING AUTHORITY
P.O. Box 32237
Juneau, AK 99803

NAHASDA REPAIR PROGRAM AGREEMENT AND DEED OF TRUST

The following person or persons (alone or collectively, "Trustor"): _____, whose mailing address is: _____, has met the income and eligibility requirements under the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA) and qualified for the NAHASDA Repair Program. The Trustor will receive home repair assistance on the real property described below ("Assistance") from Tlingit-Haida Regional Housing Authority ("Trustee").

The Trustor agrees to the following terms:

1. The following real property, the legal description of which is:

("Property"), shall remain NAHASDA Affordable Housing for at least five years after the date of execution of this Agreement and Deed of Trust ("Effective Date"). "Affordable Housing" means housing that complies with the requirements for affordable housing under federal Title II and is occupied only by a family that qualifies as a low-income household. The term includes permanent housing for homeless persons who are persons with disabilities, transitional housing and single room occupancy housing.

2. The Trustee estimates that the Assistance will total approximately \$ _____ ("Estimate"), and will not exceed \$ _____ ("Cap").
3. Because of the nature of the NAHASDA Repair Program, the actual amount of the Assistance ("Final Amount") will not be known for some time, perhaps as long as years, after the Property is repaired.
4. Once the Trustee knows the Final Amount, the Trustee will fill in that amount here: \$ _____. The Trustee will then deliver to the Trustor, via first-class United States mail, a copy of this Agreement and Deed of Trust, including the Final Amount. If the Trustor contests the Final Amount, the Trustor agrees to contact the Trustee within 30 days after the date of such mailing. If the Trustor fails to contact the Trustee within 30 days as agreed in this paragraph, the Trustor shall be deemed to have agreed with the Final Amount.
5. In the event that the total Assistance exceeds the Cap, the Trustee agrees to confer with the Trustor concerning the Final Amount to be entered in paragraph 4, above.
6. Once the Final Amount has been entered and 30 days have passed without contest of the Final Amount, the Trustee will cause this Agreement and Deed of Trust to be recorded in the appropriate State of Alaska recording district.
7. Subject to the conditions herein concerning transfer, on each anniversary of the Effective Date the Trustee will forgive the Final Amount at the rate of 20 percent per year, until the remaining Assistance is forgiven upon the fifth anniversary. If the Trustor transfers the Property within five years after the Effective Date, the Trustor shall repay any Assistance that has not been forgiven (see example below), unless the Trustor transfers the Property to another qualified low-income family. To qualify for this exemption from the repayment requirement, the Trustor is responsible for notifying the Trustee at least 30 days before the proposed transfer and assisting the Trustee in determining whether the transferee qualifies to live in Affordable Housing.

| | | | |
|--|--------------|------------------|--|
| EXAMPLE: The Trustor receives \$25,000 in Assistance, the Final Amount, in October 2001. The Trustor decides to move and sells his home in November 2003, more than two years after receiving the assistance. His balance to be repaid to T-HRHA would be calculated as follows: | | | |
| Total Assistance: | \$25,000 | | |
| Year One (forgiveness) | 5,000 | (\$25,000 x 20%) | |
| Year Two (forgiveness) | <u>5,000</u> | (\$25,000 x 20%) | |
| | 15,000 | balance due | |

8. Any balance due at any time under this Agreement and Deed of Trust encumbers the Property and is payable upon sale or other transfer according to the terms of this Agreement and Deed of Trust.

Dated: _____ Trustor: _____

Dated: _____ Trustor: _____

STATE OF ALASKA)
)SS.
 FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, before me, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared _____ and _____, to me known to be the person(s) described herein who executed the foregoing instrument, and acknowledged to me that he/she/they signed the same freely and voluntarily for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 200__.

 Notary Public in and for the State of Alaska
 My commission expires: _____



Tlingit - Haida Regional Housing Authority

P.O. Box 32237; Juneau, AK 99803; Phone: 907-780-6868; Fax: 907-780-6253

NATIVE CORPORATION DIVIDEND VERIFICATION

Native Corporation Name : _____

Address: _____

City/St./Zip: _____

Native Corporation Name: _____

Address: _____

City/St./Zip: _____

Participant: _____ Date of Birth: _____

Address: _____ Social Security #: _____

City/St/Zip _____ Number of Shares: _____

This form authorizes my Native Corporations to release information requested by THRHA, regarding the status of dividend distributions and by number of shares.

X _____

Participant Signature Date

The individual named above is a participant of a housing program provided by Tlingit Haida Regional Housing Authority. We are required by Federal Law to verify all family income and Allowable expenses, both for the NAHASDA program. We would appreciate the completion of this form at your earliest convenience. If you have any questions, please contact our office at (907)780-6868.

DCM Technician

CONFIDENTIAL INFORMATION REQUESTED YEAR TO DATE

Acct #: _____

| Date of Distribution | Amount | Frequency of Dividend |
|----------------------|----------|-----------------------|
| _____ | \$ _____ | _____ |
| _____ | \$ _____ | _____ |
| _____ | \$ _____ | _____ |
| _____ | \$ _____ | _____ |
| _____ | \$ _____ | _____ |

Total amount of dividend for last Year: \$ _____

(_____) _____
Phone Number

Representative Signature Date

Zero Income Self-Affidavit

NAHASDA Client Name: _____ Date: _____

Community: _____

For Income Year: _____

You have applied for NAHASDA work to be done on your home. The NAHASDA Program requires us to certify all of your income, asset and eligibility information as part of determining your eligibility. The NAHASDA Program requirements state we must verify each income and asset source as well as other claims of eligibility. We must determine this prior to approving you eligibility for the NAHASDA Program.

I, _____, certify that:

YES NO

- I have no income from any sources including my assets. I am not currently working, receiving grants of any kind or have any other sources of income. I plan to pay the following expenses as stated below:

| Expense Type: | Source of Funds |
|------------------------|-----------------|
| Food: | _____ |
| Shelter/Rent: | _____ |
| Medical: | _____ |
| Other Living Expenses: | _____ |

I certify that the information given above is true and complete to the best of my knowledge. I understand that providing false or misleading information may be subject to criminal penalties.

Signature of Applicant/Resident: _____ Date: _____

Signature of Notary Public: _____ Date: _____

State Commission Issued: _____ Commission Expiration Date: _____

Office Use Only:

Date Received: _____ Notes: _____