

C-29: FORMAT FOR WAIVER OF RELOCATION ASSISTANCE

**GUIDEFORM WAIVER OF RELOCATION ASSISTANCE UNDER THE
UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION
POLICIES ACT OF 1970, AS AMENDED (URA)**

1. I, _____, am presently the owner of a residential tenant of property located at _____ (address) _____.

2. I have been formally notified that this property is to be acquired, rehabilitated, demolished for a program or project to be carried out by _____ (agency) _____ with Federal financial assistance provided by the United States Department of Housing and Urban Development, and that it will therefore be necessary for me to move permanently from this property. I have been further advised that I am eligible for relocation payments and other relocation assistance under the URA in connection with this displacement. It has been explained to me that the law provides for advisory assistance, including referral to comparable (affordable, decent, safe and sanitary) replacement housing; for payment of actual, reasonable moving and related expenses or for a fixed expense and dislocation allowance, at my election; and, in addition, for a replacement housing payment to assist me in buying or renting a replacement home.

3. The nature and amounts of such payments and other assistance have been specifically described to me in such a manner and in sufficient detail that I fully understand my eligibility.

4. I have determined not to claim the benefits available to me under the URA, and hereby release the _____ (agency) _____ from all obligations and liability regarding them. I do this freely, on the basis of my full understanding of all my legal rights. I am under no duress or coercion by the _____ (agency) _____ and make this decision without reservation or qualification.

5. This waiver shall expire on _____ (date) _____, unless the assisted program or project has been completed by that date.

Witness: _____

Signature: _____

Witness: _____

(Seal)

Notary Public
My Commission Expires On: _____

WAIVER OF RELOCATION BENEFITS UNDER THE UNIFORM RELOCATION ACT
[AND SECTION 104(d) OF THE HOUSING AND
COMMUNITY DEVELOPMENT ACT OF 1974] -- RESIDENTIAL TENANT

1. I, _____, am presently a residential tenant of property located at _____.

2. I have been formally notified that the property may be [acquired, rehabilitated, demolished] in connection with a program or project to be carried out by (Agency/Owner) with Federal financial assistance provided by the Department of Housing and Urban Development and that such action would make it necessary for me to move permanently from the property [pay a higher rent to remain in the property].

3. I have also been advised that such action would make me eligible for relocation payments and other relocation assistance required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) [and section 104(d) of the Housing and Community Development Act of 1974, as amended (section 104(d))] to help me relocate successfully. It has been explained to me that the law provides for relocation advisory assistance, including referral to comparable, affordable, decent, safe and sanitary housing; for either payment of actual, reasonable moving and related expenses or, at my election, a moving expense and dislocation allowance; and for a replacement housing payment to assist me in buying or renting a replacement home.

4. The nature and amounts of such payments and other assistance and benefits have been specifically described to me in such a manner and in sufficient detail that I fully understand them.

5. In consideration of _____, I have determined not to claim the benefits available to me under the URA [and section 104(d)], and I hereby release the (Agency/Owner) from all legal obligations and liability regarding them. I do this freely, on the basis of my full understanding of all my rights under the law. I am under no duress or coercion by the (Agency/Owner) and make this decision without reservation or qualification.

6. This waiver shall expire on _____, unless the property has been acquired [the rehabilitation/demolition has commenced] by that date.

Witness: _____

Signature: _____

Witness: _____

_____ (Seal)

Notary Public:

My Commission Expires On: _____

NOTE: A tenant may (for appropriate consideration) find it to be in his/her best interest to "waive" (forego right to) URA/section 104(d) relocation assistance if the alternative is less attractive (e.g., infeasible project and no assistance). Examples: (1) A tenant permitted to remain in a property after rehabilitation at a new rent only slightly higher than the "old" rent; (2) A tenant in a substandard unit may be willing to relocate for a cash incentive. A "waiver" is not to be used to coerce a tenant into accepting less assistance than the tenant would otherwise receive. It is HUD policy to monitor all "waivers" to ensure that each tenant was fully informed of his/her rights and waived those rights only for well-documented reasons.

WAIVER OF ACQUISITION AND RELOCATION BENEFITS UNDER THE UNIFORM RELOCATION
ACT [AND SECTION 104(d) OF THE HOUSING
AND COMMUNITY DEVELOPMENT ACT OF 1974] -- OWNER-OCCUPANT

1. I, _____, am presently the owner of property located at _____.

2. I have been formally notified that the property may be eligible for acquisition in connection with a program or project to be carried out by _____ (Agency) with Federal financial assistance provided by the Department of Housing and Urban Development and that if I agree to sell the property for this purpose it would be necessary for me to move permanently from the property.

3. I have also been advised that, unless I voluntarily agree to forego relocation assistance, such acquisition would make me eligible for relocation payments and other relocation assistance required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) [and section 104(d) of the Housing and Community Development Act of 1974, as amended (section 104(d))]. I would also receive the benefits of the URA acquisition procedures. It has been explained to me that the law provides for relocation advisory assistance, including referral to comparable, affordable, decent, safe and sanitary housing; for either payment of actual, reasonable moving and related expenses or, at my election, a moving expense and dislocation allowance; for a replacement housing payment to assist me in buying or renting a replacement home; and to an offer to purchase my property for no less than its established fair market value based on an appraisal. The nature and amounts of such payments and other assistance and benefits have been specifically described to me in such a manner and in sufficient detail that I fully understand my eligibility.

4. I understand that if I am unwilling to accept the purchase price offered by the _____ (Agency) and to release all claims to relocation payments and other assistance, the _____ (Agency) will make no further attempt to acquire my property and will not bring about my displacement from it.

5. In consideration of the _____ (Agency's) offer to acquire my property, I have determined not to claim benefits under the URA [or section 104(d)], and I hereby release the _____ (Agency) from all legal obligations and liability regarding them. I do this freely, on the basis of my full understanding of all my rights under the law. I am under no duress or coercion by the _____ (Agency) and make this decision without reservation or qualification.

6. This waiver shall expire on _____, unless the property has been acquired by that date.

Witness: _____

Signature: _____

Witness: _____

_____ (Seal)

Notary Public:

My Commission Expires On: _____

NOTE: This waiver covers a "voluntary acquisition" that is subject to the URA. (Exclusions from the URA are described in Paragraph 5-1 of HUD Handbook 1378.) It may be used where it is advantageous to the owner-occupant to agree to "waive" (forego right to) URA/section 104(d) relocation assistance because sale of the property for the consideration offered is more attractive than the alternative -- no sale to the grantee. It is HUD policy to monitor all such "waivers" to ensure that each person was fully informed of his/her rights and waived those rights only for well-documented reasons.