

## **TAX CREDIT SUPPLEMENT**

### **SECTION D - APPLICATION; INDEMNIFICATION; CERTIFICATION**

The undersigned hereby makes application to the Montana Board of Housing (MBOH) for reservation or allocation of federal low-income housing tax credit as set forth in the attached application.

The undersigned acknowledges and understands that the Montana Board of Housing does not and will not make any representations concerning the qualification of any building for the federal low-income housing tax credit or the ability of any owner of a building to use such credit to offset federal income taxes.

The undersigned agrees that the Montana Board of Housing will not be held liable for any representations made to the undersigned or any persons involved in the project relating to the owner's or other persons' participation in the Montana Board of Housing's Low-Income Housing Tax Credit Program with respect to the project described in this application, and therefore, the undersigned assumes the risk of all damages, losses, costs and expenses related thereto. The undersigned agrees to indemnify and hold harmless the Montana Board of Housing including any member, officer, employee or representative thereof (collectively, the "Indemnified Parties") against any and all claims, suits, losses, damages, costs (including attorneys' fees) and expenses of any kind that the Indemnified Parties, or any of them, may hereinafter suffer, incur or pay arising out of: (i) this Application or use of information therein, (ii) the participation of any person in the Low-Income Housing Tax Credit Program in connection with the project described in this Application; (iii) any allocation or reservation of tax credits to any building(s) in such project; and/or (iv) the financing, acquisition, construction and/or rehabilitation or operation of such project.

The applicant agrees to, at all times, comply with all applicable federal, state and local laws, rules and regulations now provided or which may be hereafter provided including, but not limited to: the State of Montana Workers' Compensation Act; the Fair Housing Act of 1988; and the State of Montana Landlord/Tenant Act. The applicant agrees to obtain all necessary state and local approvals and permits required for the project and will develop and operate the project in conformance with the laws of the State of Montana.

The applicant represents and warrants that it has made all disclosures required by the MBOH with respect to the Applicant, the Developer, each General Partner, and/or each party to a Joint Venture, as the case may be, being a Related Party, having an Identity of Interest, being Affiliated With, or Controlled By or in Control Of other members of the Development Team as more fully described in the Qualified Allocation Plan. The applicant agrees to immediately notify the MBOH in writing if there is any change in the Project including but not limited to the Applicant or any member of the development team, the financing proposed, or the unit composition.

The undersigned hereby certifies that the information set forth in this form, and in any attachments in support hereof, is true, correct and complete to the best of his/her knowledge and belief.

\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ .

Legal Name of Applicant\_\_\_\_\_

By:\_\_\_\_\_

Signature

Title\_\_\_\_\_

State of \_\_\_\_\_ )

)ss

County of \_\_\_\_\_ )

On this day of \_\_\_\_\_, in the year \_\_\_\_\_, before me,  
\_\_\_\_\_, a notary public in the for said state,  
personally appeared \_\_\_\_\_, known to me to be the  
person whose name is subscribed to the within instrument, and acknowledged to me that s/he  
executed the same.

\_\_\_\_\_

NOTARY PUBLIC in and for the State of

\_\_\_\_\_, residing at

\_\_\_\_\_

My commission expires\_\_\_\_\_.