



**ILLINOIS HOUSING DEVELOPMENT AUTHORITY**

**OWNER'S REQUEST FOR ACKNOWLEDGEMENT OF PERMISSION TO OCCUPY**

If electronic means are used to execute any section of this form, the signatory agrees to be bound by such electronic signature in lieu of a handwritten signature, and the Illinois Housing Development Authority (the "Authority") agrees to accept the electronic signature.

Acknowledgement of permission to occupy is requested for the occupancy of (Number) \_\_\_\_\_ dwelling units (the "Units") identified as (Development Name & Address) \_\_\_\_\_ (the "Development")

**Owner's Certification**

By signing below, the Owner certifies that all of the Units have been inspected by the public authorities having jurisdiction, have been determined to be suitable for occupancy by such authorities and permission to occupy the Units has been granted by them as evidenced by the certificates or other appropriate documentation attached hereto by the Contractor (as identified herein)("Occupancy Certification(s)"). Application for approval of a schedule carrying charges and our proposal for the management of the Development are being submitted simultaneously with this request.

The Owner further certifies that all insurance risks have been covered in conformity with the Illinois Housing Development Authority insurance requirements issued in connection with the Development.

In connection with the occupancy of the Units, the Owner agrees to assume the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any injury or alleged injury (including death) or damage or alleged damage to property, sustained or alleged to have been sustained in connection with or to have arisen out of occupancy of the Units, including losses, expenses or damages sustained by the Contractor or the Authority and shall indemnify and hold harmless the Contractor and the Authority, their agents, officers, servants and employees from any and all such losses, expenses, damages, demands and claims, and shall defend any suit or action brought against them or any of them, based on any such alleged injury or damage, and shall pay all damages, costs, and expenses, including attorney's fees in connection therewith and resulting therefrom.

Owner herewith tenders to Authority the following:

Insurance policies

- (i) insuring the building for \$ \_\_\_\_\_
- (ii) public liability policy for \$500,000/\$1,000,000 with (copies of policies and certificates of insurance attached)

Owner agrees that the provision of this Acknowledgement of Permission to Occupy by the Authority does not alter any of the rights of the Owner, the Contractor or the Authority as set forth in the Construction Contract executed in connection with the Development.

Owner/ Entity: \_\_\_\_\_ By: \_\_\_\_\_

Its: \_\_\_\_\_ Date: \_\_\_\_\_

**Contractor's Certification**

By signing below, the Contractor certifies that all work in connection with the Units has been substantially completed. All fixtures and equipment are installed and are in appropriate operation. Light, heat, water, gas and sanitary services have been connected and are available for domestic use. Safe and adequate approaches to the site and to the aforesaid dwelling units have been provided, including temporary or permanent guardrails, barricades, walks, lights and such other provisions as are necessary for the protection of the occupants and the public, and to insure uninterrupted access during the period any portion of the Development is under construction. The Units will be released from our custody on \_\_\_\_\_ and any additional work or correction that is necessary to complete them will be performed strictly in accordance with the contract documents, without delay and at no additional cost to the Owner.

Contractor certifies that the occupancy of the Units does not lessen any of its rights under its all risk insurance policy as required in the Construction Contract executed in connection with the Development, with the possible exception of the coverage for property damage for the Units insured by Owner as required herein provided; however, such diminished coverage shall be approved by the Authority in writing.

Contractor herewith tenders to the Authority an Occupancy Certification from: (Jurisdiction) \_\_\_\_\_

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

Its: \_\_\_\_\_ Date: \_\_\_\_\_

**Supervising Architect's Certification**

By signing below, the Architect certifies that all work in connection with the Units has been substantially completed, that all services have been connected and are available for domestic use, and that safe and adequate approaches to the site and Units have been provided for the protection of the occupants and the public and to insure uninterrupted access during the period any portion of the Development is under construction.

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

Its: \_\_\_\_\_ Date: \_\_\_\_\_

**Illinois Housing Development Authority**

The Authority acknowledges the above certifications by the Owner, Contractor and Architect and the receipt of copies of insurance policies verifying required insurance coverage and an Occupancy Certification from the aforementioned public authority having the proper jurisdiction to issue an Occupancy Certification.

IHDA Construction Representative: \_\_\_\_\_ Date \_\_\_\_\_

IHDA Construction Supervisor: \_\_\_\_\_ Date \_\_\_\_\_