



# Contract Administration Loan Program Guide

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# Contract Administration Loan Program Guide

## Purpose

The purpose of the MaineHousing Contract Administration Loan Program (the “Program”) is to ensure preservation of affordability by permitting eligible owners of Section 8 properties with a project-based Housing Assistance Payments (“HAP”) contract funded by the U.S. Department of Housing and Urban Development (“HUD”) and administered by MaineHousing to borrow funds for capital improvements, rehabilitation work, energy efficiency improvements, the creation of new units, the preservation of affordability, ownership transfers, to prepay an existing loan, and equity takeout.

## Multi-Family Rule

Any existing MaineHousing loans modified in accordance with the Program are and shall remain subject to the provisions of MaineHousing’s Multi-family Mortgage Loans Rule, Chapter 29, 99-346.

## Program Eligibility

The eligibility requirements for the Program are as follows:

### A. Loan Eligibility

Eligible properties are those projects in the MaineHousing Contract Administration portfolio with an existing Section 8 HAP Contract in good standing that have no current MaineHousing financing or have not had MaineHousing financing in the past six months. Properties that have had MaineHousing financing in the past six months are eligible to reapply for financing under the Subsequent Loan Program.

### B. Borrower Eligibility

No application for the Program will be considered or approved if the borrower, any of its principals, any entity controlled by the borrower, any affiliates or any guarantor of a borrower’s loan obligations (i) is in default or violation of any obligation to MaineHousing; (ii) has been more than 60 days delinquent on any loan with MaineHousing in the past year or has been issued a notice of default or loan document violation in the last 6 months, unless an approved payment or workout plan is in place and in good standing; or (iii) was the owner of a MaineHousing financed project upon which MaineHousing foreclosed.

A borrower or member of a development team may not participate if the borrower or development team member (i) is debarred, suspended, or excluded from any federal program; or (ii) has ever had a professional license to provide the services the party seeks to provide for the project suspended or revoked; or (iii) is debarred, suspended, or voluntarily excluded from any

MaineHousing programs; or has in the last 10 years had any proceeding in or for bankruptcy, receivership, reorganization or any other arrangement for relief from creditors commenced against it that affected a MaineHousing-funded project and was not dismissed within 90 days of commencement, or commenced any proceeding in or for bankruptcy, receivership, reorganization or any other arrangement for relief from creditors that affected a MaineHousing-funded project. Borrowers and their contractors and agents will be required to certify that they are not so classified.

Applicants seeking new low income housing tax credits are not eligible to apply under this Program.

**MaineHousing may direct applicants to other financing programs, as it deems appropriate.**

**MAINEHOUSING WILL IN ITS SOLE DISCRETION MAKE THE FINAL DETERMINATION REGARDING WHETHER OR NOT EACH LOAN AND BORROWER IS ELIGIBLE FOR THE PROGRAM.**

For any proposed changes in ownership, the proposed owner must demonstrate sufficient knowledge, experience and capacity in the development of projects of similar scale and complexity, as determined by MaineHousing. Any commitments by MaineHousing under this program involving an ownership transfer or prepayment of a HUD financed loan will be subject to HUD's consent. Borrower must agree to comply with any additional HUD requirements as a condition of MaineHousing financing.

## **Contract Administration Loan Terms**

### **A. Capital Needs**

As part of a Contract Administration loan, MaineHousing will require an applicant to assess the project's current and future capital needs and to prepare a plan to address identified capital needs. MaineHousing may require a capital needs assessment from a professional consultant. At MaineHousing's discretion, MaineHousing's internal technical staff may work with the applicant to identify immediate capital needs and forecast future capital needs. Evaluation of a project's current capital needs will include consideration of the long-term needs in relationship to the level of replacement reserve funding. MaineHousing will determine, at its sole discretion, the minimal level of repair and improvements to a project that must be accomplished in conjunction with a Contract Administration loan.

### **B. Reserves**

MaineHousing will determine, at its discretion, whether project reserves are adequately funded and if adjustments to existing funding requirements should be made. In conjunction with a Contract Administration loan, MaineHousing may require additional reserves or the use of reserves for improvements to the project.

As a condition of financing under the Program, any replacement reserve accounts and/or tax and insurance accounts that exist outside of MaineHousing must be transferred to MaineHousing to

be held in an institution of MaineHousing's choice, with MaineHousing, or its designee, as sole signatory on the accounts.

### **C. Equity Takeout**

Equity takeout will be permitted only if MaineHousing, in its sole discretion, determines that capital needs and reserves are adequately addressed and the loan improves the project or preserves, maintains, or extends affordability.

### **D. Program Interest Rate**

The applicable Program base rate is the Subsequent Loan Program Base Rate posted on MaineHousing's Website: <https://www.mainehousing.org/programs-services/housing-development/developmentdetails/subsequent-loan-program>, unless another interest rate is established by MaineHousing.

### **E. Loan Terms**

Eligible borrowers may select one (1) of the following four (4) options:

#### **1. Amortizing Loan Options:**

- A. A 15 to 30-year loan term fully amortizing;
- B. A 15 to 29-year loan term calculated using a 30-year amortization schedule with a balloon payment at maturity; OR
- C. A 30-year loan term with an election by the owner of either a 30-year amortization schedule or a 40-year amortization schedule with a balloon payment in year 30.

**All amortizing loans may be pre-paid in the final five years with a prepayment penalty equal to 5% of the outstanding principal amount of the loan.**

#### **2. 30-year Interest Only Loan.**

- A. A 30-year interest-only loan with a balloon payment in year 30, with the one-time option for the borrower to elect to convert the loan to amortizing after year 15 by providing MaineHousing with a 90-day notice.

**Prepayment is prohibited.**

Note: Projects that include substantial rehabilitation may qualify for tax-exempt bonds at a rate different from the Program base rate. If your project includes substantial rehabilitation, please contact your Asset Manager, who can coordinate with the Loan Originator to determine whether the loan is eligible for this financing option.

Note: Regardless of the prepayment prohibitions listed in this Subsection E, MaineHousing may waive the prepayment prohibition to allow the borrower or its affiliate to refinance the project under another MaineHousing program for which the project is eligible.

## **F. Recourse/Non-Recourse Debt**

The Contract Administration loan will be fully recourse unless it is prohibited by the funding source or the borrower is a limited partnership.

## **G. Lien Position**

Any Contract Administration loan will be secured by a first mortgage and security agreement on the land and improvements constituting the MaineHousing financed project, and ~~any and~~ all related personal property. If the land and improvements constituting the project are subject to a ground lease, the ground lease and the lessor's fee interest in the land and buildings must be subordinated to MaineHousing's first mortgage and security agreement upon terms and conditions acceptable to MaineHousing.

**Please note that no other encumbrances, liens, security interests or mortgages will be permitted on the Development without the prior written consent of MaineHousing.**

## **H. Fees**

The borrower shall pay the following non-refundable fees:

- Financing fee equal to two percent (2%) of the loan due at loan closing.

## **Affordability**

The projects under this Program are subject to a Section 8 HAP Contract. The borrower shall comply with the affordability restrictions in the HAP Contract until expiration of the HAP Contract, including any renewals thereof. The borrower shall seek and accept any extensions and renewals of the Section 8 HAP Contract and any comparable replacement assistance of subsidy program offered by HUD.

Upon the expiration of the Section 8 HAP Contract, any extensions or renewals thereof and any comparable replacement assistance of subsidy program, the borrower shall comply with the affordability requirements contained in a financial assistance agreement or declaration of covenants, conditions and restrictions to be executed in connection with each project securing the loan.

In any event, MaineHousing shall require a financial assistance agreement or declaration of covenants, conditions and restrictions, in a form as approved by MaineHousing, which obligates the borrower to choose and comply with one of the minimum affordability restrictions adjusted for family size as follows:

20% of the project units at 50% of Area Median Income; or  
40% of the project units at 60% of Area Median Income.

Any low income units required under the financial assistance agreement, or declaration of covenants conditions and restrictions, must be rent restricted. Maximum rents will be based on 30% of the HUD eligibility income limits, adjusted by the number of bedrooms in the low income units. Income limits for each geographic area are published annually by HUD.

The financial assistance agreement or declaration of covenants, conditions and restrictions shall be recorded in the appropriate registry of deeds, and its covenants and restrictions shall be considered covenants that run with the real estate, and shall bind subsequent owners for the full term of the agreement.

## **Environmental Assessment**

Environmental assessments may be required. Environmental assessments cover hazardous material and conditions such as asbestos, lead paint, radon, noise from airports, railroads, and impacts on environmental resources. If the environmental assessment identifies possible significant impacts on the environment, a Phase I or Phase II Environmental Assessment also may be required.

## **Appraisal or Market Study**

In most instances, MaineHousing will require an appraisal. Borrower pays in advance for appraisal, which must be performed by a certified general appraiser selected by MaineHousing.

MaineHousing generally will not require a market study but reserves the right to do so if it deems such a requirement necessary or appropriate in connection with a requested Contract Administration loan.

## **Construction/Rehabilitation Standards**

MaineHousing has adopted a Quality Standards and Procedures Manual and Best Practices Guide. Any rehabilitation or construction of additional units shall comply with MaineHousing's standards which may be found at [www.mainehousing.org](http://www.mainehousing.org). Completed improvements must meet Maine Uniform Building and Energy Code (MUBEC), the applicable standards from the National Fire Protection Association Codes (NFPA) and must pass Real Estate Assessment Center (REAC) inspection standards protocol. The project must meet all state and federal accessibility and adaptability requirements, and all environmental, labor, civil rights, relocation and other requirements. All lead-based paint and asbestos hazards must be addressed according to applicable federal and state laws.

MaineHousing staff will perform periodic and final inspections.

## **Contractor**

The contractor must demonstrate experience rehabilitating a project of similar size and complexity. MaineHousing staff will work with the general contractor to ensure timely and quality workmanship. For construction contracts of \$100,000 or more, MaineHousing may require payment and performance bonds to ensure construction completion.

## **Design Professional**

MaineHousing will determine, in its sole discretion, if a design professional is required. If an architect is needed, he/she must be licensed to do business in the State of Maine, and have experience designing projects of similar scope and magnitude.

## **Underwriting**

MaineHousing will assess whether, in its sole discretion, a project has an acceptable probability of providing the affordable housing for the term required. In underwriting, MaineHousing may consider any combination of the following: capital budgets; operating budgets; long term projected cash flows; collateral value; debt service coverage ratios; the applicant's credit; market evaluations; the capacity of the development team; the capacity of the applicant; performance history of the applicant and its affiliates; credit enhancements such as guarantees, mortgage insurance, and letters of credit; the prior performance of the project; the prior performance of comparable projects; a capital needs assessment; and additional factors that MaineHousing deems necessary for a thorough evaluation of an application.

Financing assumptions, including vacancy rates and trending will vary depending upon local market conditions, relevant federal regulations, the strength of the asset within the market, and the operating history.

## **Loan-to-Value**

The total principal outstanding balance for all amortizing and interest only loans, existing and new, may not exceed 85% loan-to-value. If MaineHousing determines a project's replacement reserve account exceeds what is adequate for the needs of the project, it may, in its sole discretion, allow some or all of the additional value of the account to be added to the value of the property for purposes of meeting the 85% loan to value requirement.

## **Debt Service Coverage**

A minimum debt service ratio of 1.15 is required, however, MaineHousing reserves the right to consider a lower debt service ratio. Any subordinate amortizing or interest-only financing must be included in the debt service coverage ratio. MaineHousing may adjust this ratio to reflect the inherent characteristics of the project and the market involved

## **Developer Fee**

No Developer Fee will be allowed from the Contract Administration loan proceeds.

## **Closing Requirements**

Eligible borrowers will execute all loan documents in such form and substance as MaineHousing determines necessary or appropriate, including, without limitation and as applicable: promissory note; mortgage and security agreement; financial assistance agreement; declaration of covenants, conditions and restrictions; regulatory agreement; escrow agreement; deposit account control agreement; subordination agreement; and fair housing and accessibility act compliance certification. For limited partnerships, limited liability companies and other corporate entities, borrowers may be required to extend the operative agreements (limited partnership agreement, operating agreement, etc.) to match the term of the loan.

MaineHousing will require a lender's title insurance policy with mechanics' lien and survey coverage.

Eligible borrowers will provide evidence of current payment of property, liability, casualty and such other insurance coverage in such amount as MaineHousing may require in its sole discretion for the Development, with MaineHousing named as mortgagee and loss payee.

MaineHousing will also require corporate, company, or partnership authorization for the proposed subsequent loan and execution of any loan documents as required by MaineHousing in connection therewith. Further, MaineHousing will require a legal opinion for all borrowers and guarantors, other than individuals, regarding legal status, authority to receive financing and execute all loan documents required by MaineHousing in connection with the subsequent loan closing.

MaineHousing may require a legal opinion regarding compliance of the project with applicable zoning and land use laws. The owner shall satisfy such other requirements as MaineHousing, in its sole discretion, determines are prudent.

Successful borrowers will have 90 days to close from the date of the issuance of the term sheet, unless otherwise agreed to by MaineHousing in writing.

Borrowers are responsible for obtaining any consents or approvals which may be required by HUD in connection with any loan under this Program.

## **Submission Requirements**

Applications for Contract Administration Loan Program loans will be reviewed on an on-going, walk-in basis.

Program Applications shall include the following:

- Complete Program Application in the form available on MaineHousing's Website <https://www.mainehousing.org/programs-services/housing-development/developmentdetails/contract-administration-loan-program>;
- Executed Conflict of Interest Disclosure Form attached hereto as Exhibit A;
- Scope of work, if any, with related budget;
- Current vacancy rates;
- Current operating expense data;
- Rent structure and post-rehab operating budget, if any;
- Project audited financial statements for the past three (3) fiscal years;

Incomplete or unsigned submissions will be rejected and returned. A complete Program application may be later rejected if the quality of information provided is determined, after comprehensive review, to be unacceptable.

Please contact your Asset Manager for more information about the Program.

## Identity of Interest

Applicants shall disclose the nature of the relationship between them and any of their principals, proposed sellers, contractors, vendors, suppliers, agents and service providers. MaineHousing may, at its discretion, impose restrictions, or require independent appraisals, or other third-party verifications on account of identity of interest concerns.

## Conflict of Interest

To maintain the continued confidence of Maine citizens in carrying out our joint mission to assist Maine people in obtaining and maintaining quality affordable housing, MaineHousing Partners must avoid situations which are, or appear to be, at odds with their responsibilities to MaineHousing. Maine law and federal regulations (when federal funding is involved) govern conflicts of interest.

MaineHousing Partners must ensure that **no** person who is an employee, agent, or consultant of the Partner – *and* who performs any functions with respect to any MaineHousing program – may obtain a personal or financial interest or benefit (other than their earnings) from MaineHousing programs, either for themselves or for those with whom they have family, business, or close personal ties. As soon as the Partner becomes aware of a potential conflict of interest:

- The Partner must disclose to MaineHousing all personal and business relationships between Partner's employees and any contractors, agents, or consultants who work on MaineHousing programs.
- The Partner must disclose to MaineHousing all employees (including temporary employees and volunteers) of the Partner who are applicants for MaineHousing programs administered by the Partner.
- The Partner must disclose to MaineHousing anyone who will be paid for work on MaineHousing programs who is a current or former MaineHousing employee or

commissioner – or has family, business, or close personal ties with a current or former MaineHousing employee or commissioner (within the last year.)

As part of the Application process, borrowers will be required to complete the Conflict of Interest Disclosure Form, attached hereto as Exhibit A.

## Relocation

Projects are subject to the following relocation standards:

- **Minimizing Displacement:** Applicants must take all reasonable steps to minimize the displacement of persons from their homes as a result of rehabilitation, change of use, or rent increases.
- **Temporary Relocation:** If tenants must relocate temporarily because of rehabilitation to a project, the applicant shall provide the tenants with (a) reimbursement for all reasonable out-of-pocket expenses and increased costs incurred in connection with the temporary relocation; and (b) appropriate advisory services including reasonable advance notice of the date and approximate duration of the temporary relocation; the location of a suitable, decent, safe and sanitary dwelling to be made available for the temporary period; the terms and conditions under which the tenant may lease and occupy a bed or unit in the project upon completion of the project; and the provisions for reimbursement of expenses and increased costs.
- **HUD Relocation:** If the project is a Section 8 funded project, the Uniform Relocation Assistance and Real Property Acquisition Policies Act (“URA”) along with any additional HUD guidance will apply. If URA or any HUD guidance contradicts MaineHousing guidance, the stricter rule shall control.

## Non-Discrimination and Compliance with Federal Laws

MaineHousing does not discriminate on the basis of protected classes under applicable federal and state non-discrimination laws in the admission or access to or treatment in its programs and activities and employment. MaineHousing will provide appropriate communication auxiliary aids and services upon sufficient notice. MaineHousing will also provide this document in alternative formats upon sufficient notice. MaineHousing has designated the following person responsible for coordinating compliance with applicable federal and state nondiscrimination requirements and addressing grievances: Kelley Stonebraker, Maine State Housing Authority, 26 Edison Drive, Augusta, Maine 04330, Telephone Number 1-800-452-4668 (voice in state only), (207) 626-4600 (voice) or Maine Relay 711 or email [EqualAccess@mainehousing.org](mailto:EqualAccess@mainehousing.org).

Applicants are cautioned to be aware of the potential applicability of provisions of the Americans with Disabilities Act, the Maine Human Rights Act, federal Fair Housing Act and Section 504 of the Rehabilitation Act of 1973 to any housing proposed for funding. Procedures for selection of residents, conditions of residency, and rules regarding termination may fall within the scope of these laws. Providers must make reasonable accommodations of rules, policies, and procedures and may be required to allow reasonable structural modifications of buildings to be made, if necessary, to allow persons with disabilities equal access to housing.

**MAINEHOUSING RESERVES THE RIGHT TO REJECT OR CEASE PROCESSING ANY OR ALL SUBMISSIONS OR APPLICATIONS PRIOR TO ISSUANCE OF A COMMITMENT FOR A CONTRACT ADMINISTRATION LOAN. MAINEHOUSING ACCEPTS NO OBLIGATION TO MAKE ANY LOAN UNTIL A CONTRACT ADMINISTRATION LOAN COMMITMENT OR TERM SHEET HAS BEEN ISSUED AND ACCEPTED BY THE BORROWER IN ACCORDANCE WITH ITS TERMS. MAINEHOUSING CANNOT ENSURE WHETHER A LOAN UNDER THIS PROGRAM RESULTING IN A CHANGE IN ONGOING DEBT SERVICE FOR A PROJECT WHICH IS SUBJECT TO, AND BENEFITTED BY, A SECTION 8 HOUSING ASSISTANCE PAYMENTS CONTRACT WILL OR WILL NOT RESULT IN A CORRESPONDING FUTURE CHANGE IN PROJECT RENTS BY HUD UNDER ANY RENTAL ADJUSTMENT PROVISION.**

Approved:

A handwritten signature in black ink, appearing to read "Daniel Brennan", with a long horizontal flourish extending to the right.

Daniel Brennan, Director

## Exhibit A - Conflict of Interest Policy & Conflict of Interest Disclosure Form

### Conflict of Interest Policy – MaineHousing Partners \*

To maintain the continued confidence of Maine citizens in carrying out our joint mission to assist Maine people in obtaining and maintaining quality affordable housing, MaineHousing Partners must avoid situations which are, or appear to be, at odds with their responsibilities to MaineHousing. Maine law and federal regulations (when federal funding is involved) govern conflicts of interest.

MaineHousing Partners must ensure that **no** person who is an employee, agent, or consultant of the Partner – *and* who performs any functions with respect to any MaineHousing program – may obtain a personal or financial interest or benefit (other than their earnings) from MaineHousing programs, either for themselves or for those with whom they have family, business, or close personal ties. As soon as the Partner becomes aware of a potential conflict of interest:

- The Partner must disclose to MaineHousing all personal and business relationships between Partner’s employees and any contractors, agents, or consultants who work on MaineHousing programs.
- The Partner must disclose to MaineHousing all employees (including temporary employees and volunteers) of the Partner who are applicants for MaineHousing programs administered by the Partner.
- The Partner must disclose to MaineHousing anyone who will be paid for work on MaineHousing programs who is a current or former MaineHousing employee or commissioner – or has family, business, or close personal ties with a current or former MaineHousing employee or commissioner (within the last year.)

### Conflict of Interest Definitions

A ***conflict of interest*** arises when the personal interest of an employee (or a family member, friend, or business associate of the employee) conflicts or potentially conflicts with the employee’s work duties or responsibilities to MaineHousing. Conflicts of interest can occur when actions may be improperly influenced by a secondary motive, such as:

- financial gain,
- professional advancement, or
- desire to do favors for family and friends.

An ***appearance of a conflict of interest*** exists if circumstances are believed to create a risk that decisions may be improperly influenced by other motives. It is important to note that a conflict of interest may exist, regardless of whether any unethical or improper act has taken place.

A ***direct interest*** occurs when the employee individually, or through a majority stakeholder position in an entity, owns or is a party to any contract, business agreement, project, or property.

Individuals with management, control or other decision-making responsibilities, or voting rights for an entity, are also considered to have a direct interest.

\* This policy applies to all individuals and organizations who receive funding from or who have a business or contractual relationship with MaineHousing. Pertinent partners include, but are not limited to: Grantees, Subgrantees, Sub-recipients, Community Action Agencies, Shelters, Developers, Applicants, Contractors, Administrators, and Vendors.

An *indirect interest* occurs when family members, friends, or business associates of the employee have ownership or contractual rights in any contract, business agreement, project, or property. Shares in an entity by the employee or commissioner through an investment vehicle, a trust or estate arrangement, mutual fund, or other intermediary also meets the definition of an indirect ownership interest. Additionally, any ownership interest in a related entity (such as a parent company or subcontractor) that plans to do business with MaineHousing is considered an indirect interest.

*Family members* are defined broadly, and include spouse/partner, mother, father, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, nephew, niece, uncle, aunt, first cousin, grandparent, grandchild. Family members also include all "half" or "step" relatives (e.g. half-brother or step-daughter).

### **Conflict of Interest Procedures**

#### *Personal or Business Relationships Involving Employees*

As soon as a Partner becomes aware of a personal or business relationship involving an employee that could give rise to perceived partiality, an appearance of a conflict of interest, or an actual conflict of interest in connection with MaineHousing programs, **the Partner shall disclose the relationship to MaineHousing in writing, with a description of the Partner's plan to manage the potential conflict.** Once reviewed and approved by MaineHousing's Director of Audit, the plan must be signed by the employee and representative(s) of the Partner and submitted to MaineHousing. Plans must be reviewed and re-signed once a year.

#### *Employees as Applicants for MaineHousing Programs*

If eligible, Partner employees (including temporary staff and volunteers) are encouraged to apply for MaineHousing programs administered by the Partner. However, approval of any program application by a partner employee **requires two levels of signature**, including the Director or other Senior Executive of the Partner.

**Copies of signed applications must be submitted to MaineHousing**, and maintained by the Program Department in accordance with required Records Retention periods. The Partner must also retain original signed and approved applications in accordance with required Records Retention periods.

Compliance with the Partner Conflict of Interest Policy and Procedures will be monitored by MaineHousing staff and subject to periodic program audits.

**If you are unsure** whether a situation constitutes a conflict of interest, please consult with your contact at MaineHousing, or email MaineHousing's Director of Audit, Kimberly Whitley, at [kwhitley@mainehousing.org](mailto:kwhitley@mainehousing.org).

**MaineHousing Partners**  
**Conflict of Interest Disclosure Form**

I have read and understand the *Conflict of Interest Policy – MaineHousing Partners*.

- YES
- NO

Do you (or any of your principals or affiliates, or anyone who will be paid for work in connection with the project, program, contract or services at hand), have business ties, family relationships, or other close personal relationships with a current MaineHousing commissioner or employee or anyone who was a MaineHousing commissioner or employee within the past year?

- NO
- YES (please describe below, or attach)

Signed: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_