



# Chilkoot Indian Association



**Address: P.O. Box 490, Haines, Alaska 99827**  
**Phone: (907) 766-2323 Fax: (907) 766-2365**

## NAHASDA Housing Repair/Assistance Application

This application is for the NAHASDA Repair/Assistance Program. 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.

<b>IMPORTANT</b> 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 <b>ALL Applicants (Mandatory)</b>		
2.	Copies of each household member's most recent income tax statement form 1040, if not required to file taxes mark <b>N/A (Zero-Income or Not required to file tax forms)</b>		
3.	Verification of current employment for each household member, copies of the last two payroll stubs		
4.	Promissory Note for Trailers in trailer courts <b>OR</b> Deed of Trust Agreement <b>(Mandatory) Notarized</b>		
5.	Release and Agreement Not to Sue <b>ALL Applicants (Mandatory) Notarized</b>		
6.	A copy of a Warranty Deed or a Quit Claim Deed to your House <b>OR</b> a copy of the Title to your Trailer. <b>(Mandatory)</b>		
7.	A copy of your certificate of Indian Blood, or a copy of your tribal enrollment card. <b>ALL Applicants (Mandatory)</b>		

**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, Public Law 93-579. Read the Certification carefully before you sign and date your application. (Sign in ink).**

**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)

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

**C. EARNED INCOME:**

Start with applicant then list all permanent family members who are list under part B and have earned income.

Name	Annual Income	Source
Total Annual Earned Income:		

**D. HOUSING INFORMATION:**

1. Do you own the house to be repaired Yes [ ] No [ ]

2. Location of the house to be repaired 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.**

3. Number of Bedrooms: \_\_\_\_\_ Size of house-length: \_\_\_\_\_ width: \_\_\_\_\_ Square feet: \_\_\_\_\_

4. Plumbing fixtures: Flush Toilet Yes [ ] No [ ] Kitchen Sink Yes [ ] No [ ]

5. Is electricity available? Yes [ ] No [ ] Name of Power Company: \_\_\_\_\_

6. Sewer System: City [ ] Septic Tank [ ] Chemical Toilet [ ]

7. 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:

Chilkoot Indian Association  
P.O. Box 490  
Haines, Alaska 99827

**CHILKOOT INDIAN ASSOCIATION  
NAHASDA REPAIR PROGRAM  
RELEASE AND AGREEMENT NOT TO SUE**

I/we, \_\_\_\_\_, hereby accept residence repair services offered by the Chilkoot Indian Association (“CIA”), under the NAHASDA Repair Program. The repairs will be made to my/our property known as \_\_\_\_\_ street address \_\_\_\_\_ (“the Property”).

Definition of CIA: As used herein, “CIA” means not only Chilkoot Indian Association but also its Tribal Council, 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 CIA’s gross negligence or recklessness.

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

**NAHASDA REPAIR PROGRAM PROMISSORY NOTE**

**The following person or persons (alone or collectively, "Homeowner"):**

\_\_\_\_\_, 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 or replacement assistance on the property described below from Chilkoot Indian Association ("CIA's").

**The Homeowner agrees to the following terms:**

1. The following 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 Promissory Note. "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 CIA estimates that the Assistance will total approximately \$\_\_\_\_\_ ("Estimate"), and will not exceed \$\_\_\_\_\_ ("Cap").

3. Once the CIA knows the Final Amount, the CIA will fill in that amount here: \$\_\_\_\_\_. The CIA will then deliver to the Homeowner, via first-class United States mail, a copy of this Promissory Note, including the Final Amount. If the Homeowner fails to contact the CIA within 30 days, the Homeowner shall be deemed to have agreed with the Final Amount.

4. Subject to the conditions herein concerning transfer, on each anniversary of the Effective Date the CIA 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 Homeowner transfers the Property within five years after the Effective Date, the Homeowner shall repay any Assistance that has not been forgiven (see example below), unless the Homeowner transfers the Property to another qualified low-income family. To qualify for this exemption from the repayment requirement, the Homeowner is responsible for notifying the CIA at least 30 days before the proposed transfer and assisting the CIA in determining whether the transferee qualifies to live in Affordable Housing.

**5. Any balance due at any time under this Promissory Note encumbers the Property and is payable upon sale or other transfer according to the terms of this Promissory Note.**

**Dated** \_\_\_\_\_ **Homeowner:** \_\_\_\_\_

**Dated** \_\_\_\_\_ **Homeowner:** \_\_\_\_\_

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: \_\_\_\_\_

After recording, return to:  
Chilkoot Indian Association  
P.O. Box 490  
Haines, Alaska, 99827

## 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 Chilkoot Indian Association ("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 CIA 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: \_\_\_\_\_

**ZERO INCOME  
SELF-AFFIDAVIT**

**NAHASDA Client Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**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 Applicant/Resident:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**NOT REQUIRED TO FILE FEDERAL INCOME TAXES  
SELF-AFFIDAVIT**

**NAHASDA Client Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**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 not earned enough income to file federal income taxes. I am not currently 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 Applicant/Resident:** \_\_\_\_\_ **Date:** \_\_\_\_\_