



7. Indicate the following: (i) If the Applicant has any ownership, controlling, or managing interest in any properties located in Philadelphia; and (ii) if any of the individuals or entities listed in question 6 above have any ownership, controlling, or managing interest in any properties located in Philadelphia or if any of them have any ownership, controlling, or managing interest in any entity that owns property located in Philadelphia. **Include the property address and zip code, owner/entity name, and the owner's EIN number.**

8. Authorized Contact (Individual):

9. Primary Mailing Address:

10. Email Address:

11. Phone Number:

12. Has the Applicant or any individual or entity listed in question 6 either (i) been involved in a bankruptcy in the past five (5) years or (ii) been a party in any lawsuit or other legal proceeding involving any federal, state, or city political subdivision or related entity including, without limitation, the City, the Philadelphia Housing Development Corporation, the Philadelphia Redevelopment Authority, or the Philadelphia Land Bank?      Yes      No    If **YES**, explain below:

## **PROJECT INFORMATION**

13. Purchase Price (Bid):

14. Does the proposed development involve multiple parcels/properties?      Yes      No  
If **YES**, List all additional addresses and their current owners and describe how the property(ies) being applied for will be used within the proposed development:

15. Proposed Development Type:  New Construction  Rehabilitation  Other (explain)

16. Proposed Use:  Residential  Commercial  Mixed Use  Other (explain)

***If RESIDENTIAL***

Unit Income Target    Number of Units

Market Rate:

30% AMI or below:

31% to 60% AMI:

61% to 80% AMI:

81% to 120% AMI:

***If COMMERCIAL***

Retail

Manufacturing

Parking

Other (explain)

17. Complete the following table.

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Building #	# of Units	Gross Floor Area (Sq. ft.)	# of Stories
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Totals

18. Proposed End User:  Owner-Occupied (by Applicant or related entity)  Lease to Tenant  Sale to Homebuyer  Other (explain):

19. Describe the proposed use and improvements plan for the Development.

- Include the unit types (*e.g.*, commercial, residential), the number of bedrooms and baths in each unit, the number of units for each unit type, and the anticipated livable/usable area of each unit type.
- Include public purpose (*e.g.*, low/moderate job creation, social impact component such as fresh food access, early childhood education, community facility, open space).
- Include description of design features (*e.g.*, sustainability (optimize site potential, minimize non-renewable energy consumption, environmentally preferable materials, groundwater protection, stormwater run-off); accessibility; innovative and creative design/features)

20. Does the Proposed Development conform to current zoning regulations? Yes No

If **NO**, Explain and list any required zoning variances or special exceptions:

21. Is the proposed development consistent with applicable City plans, including the Philadelphia 2035 Comprehensive Plan and any finalized and adopted District and Community Plans that cover the geography where the property is located?  Yes No Explain below.

22. Proposed Development Timeline:

<u>Activity/Milestone</u>	<u>Start Date</u>	<u>End Date</u>	<u>Time (months)</u>
<i>Purchase and Development Agreement Signed (120 days from submission deadline)</i>			
<i>Plans Completed</i>			
<i>Contractors Selected</i>			
<i>Zoning Approvals</i>			
<i>Financing Secured</i>			
<i>Settlement</i>			
<i>Building Permits</i>			
<i>Construction</i>			
<i>Certificate of Occupancy</i>			

## **DEVELOPMENT CAPACITY INFORMATION**

23. Is the Applicant the Primary Developer?                      Yes              No

If **YES**, Provide a brief description of relevant experience and qualifications to complete the proposed project. If **NO**, explain.

24. Has the Applicant or any individual or entity identified in question 6 developed other projects in the City of Philadelphia?              Yes              No              If **YES**, list the properties below.

25. Has the Applicant or any individual or entity identified in question 6 previously acquired property from the City of Philadelphia, the Philadelphia Housing Development Corporation, the Philadelphia Land Bank, or the Philadelphia Redevelopment Authority?              Y Yes              No              If **YES**, list the properties below.

26. Has the Applicant or any individual or entity identified in question 6 ever defaulted on, or failed to complete construction on, a contract or agreement involving the acquisition or development of property from the City of Philadelphia, the Philadelphia Housing Development Corporation, the Philadelphia Land Bank, or the Philadelphia Redevelopment Authority?               Yes              No              If **YES**, explain below.

27. Provide information about the proposed project's Development Team:

<u>Role</u>	<u>Entity</u>	<u>Under Contract?</u> (Yes or No)
General Contractor		
Architect		
Engineer		
Attorney		
Property Manager		
Other		

28. Describe three past projects of similar size and scale that the architect, engineer, property manager, and general contractor have completed either individually or together. If any of the above roles are left blank, please explain why the identified Development Team is adequate to complete the project:

29. Has any entity related to the City of Philadelphia been contacted about this project whether to provide financing, funding, or otherwise?

Yes  No If **YES**, please explain and provide the name, agency, and phone number of your primary contact:

30. Does the Applicant or any individual or entity identified in question 6 have any pending applications for the acquisition of property from the City of Philadelphia, the Philadelphia Housing Development Corporation, the Philadelphia Land Bank, the Philadelphia Redevelopment Authority, or any other city related entity?  Yes  No If **YES**, please explain:

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## TERMS AND CONDITIONS

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This Purchase Application ("Purchase Application") is for the potential purchase of property owned by the City of Philadelphia ("City"), the Philadelphia Housing Development Corporation ("PHDC"), the Philadelphia Land Bank ("Land Bank"), or the Philadelphia Redevelopment Authority ("PRA"). The term "Owner" refers to either the City, PHDC, the Land Bank, or PRA as the owner of Property (as defined below) as the context requires. The undersigned for him/herself, and on behalf of the Applicant, acknowledges and agrees to the following terms and conditions:

- i. Any and all information regarding any and all properties being offered for sale ("Property") is provided for informational purposes only and shall not constitute a representation, warranty, or guarantee by the Owner. The applicant submitting this Purchase Application (the "Applicant") and the undersigned have not relied, and are not relying, upon any information, document, report, statement, projection, representation, warranty, or guarantee, whether express or implied, oral or written, past or present, material or immaterial, that may have been given, or made by or on behalf of, the Owner. The Applicant shall rely solely on its own inspection, investigation, confirmation, due diligence, and analysis of the Property and all information which the Applicant deems necessary or prudent in evaluating and analyzing the proposed purchase and development of the Property.
- ii. The Property is being sold in its "AS IS, WHERE IS" condition "WITH ALL FAULTS" and specifically and expressly without any representations, warranties, or guarantees, express or implied, of any kind, nature, or type whatsoever from, or on behalf of, the Owner. The Property may be subject to easements, zoning restrictions, and other encumbrances.
- iii. The Owner reserves the right, *at any time and from time to time, and without notice to any applicant*, in their sole and absolute discretion, (a) to reject any and all submissions for the Property; (b) to cancel, postpone, or extend the sale of the Property or any other time period; (c) to expressly waive any informality, defect, non-responsiveness, exception, deviation, inadequacy, or technicality in any or all submissions for the Property; (d) to solicit new submissions for the Property; (e) to negotiate with one or more applicants concerning any aspect of a submission including, without limitation, price; (f) to terminate negotiations with any or all applicants; (g) to require additional information or clarification, confirmation, or modification of any information from any or all applicants; (h) to supplement, amend, substitute, modify, or re-issue the sale of the Property including, without limitation, with materially different terms and conditions; (i) to conduct interviews with one or more applicants; (j) to reject any applicant if the applicant, or any individual or entity identified in question 6, has ever defaulted on, or failed to complete construction with respect to, a contract or agreement involving the acquisition or development of property from City, PHDC, the Land Bank, or PRA; (k) to reject any applicant if the applicant, or any individual or entity identified in question 6, has either (1) been involved in a bankruptcy in the past five (5) years or been a party in any lawsuit or other legal proceeding involving any federal, state, or city political subdivision or related entity including, without limitation, including, without limitation, the City, PHDC, the Land Bank, or PRA; (l) to reject any applicant if the applicant, or any individual or entity identified in question 6 or 7 is not in compliance with all City obligations or in an agreement to become compliant; (m) to permit or reject amendments, modifications, alterations, or corrections by any or all applicants including, without limitation, information inadvertently omitted; (n) to request that any or all applicants modify their submission based upon the Owner's review and evaluation; and (o) to rescind a selection prior to execution of a purchase agreement for any reason or no reason.
- iv. The Owner is not under any obligation to convey any Property to any party, including, without limitation, the Applicant or the highest scoring/recommended applicant. The Owner may terminate negotiations with any party at any time for any reason or no reason. In no event shall the Owner be responsible for any costs, expenses, or fees incurred by, or on behalf of the Applicant or any other party relating to any Property or its submission.
- v. The sale is subject to approval from Philadelphia City Council, and, for PHDC, Land Bank or PRA property, the applicable Board of Directors. The sale is further subject to the City's and the Owner's respective policies and guidelines and all applicable ordinances.
- vi. All projects that exceed \$100,000 (subject to change) will be required to execute a legally binding Economic Opportunity Plan to promote the use of certified Minority, Women, Disabled, and Disadvantaged Business Enterprises and minority and female workers in all aspects of the project in accordance with the City's baseline goal.

- vii. The Applicant, if selected, agrees to be bound by all published special provisions of the sale including, without limitation, use restrictions and completion deadlines. The Applicant acknowledges having reviewed the form purchase agreement, which the selected applicant will be required to sign. The terms of the purchase agreement are subject to change at the Owner's sole and absolute discretion prior to signing.
- viii. The Applicant, if selected, will be required to submit a deposit. The deposit is generally 10% of the purchase price, but not less than \$1,500, which is subject to change without notice. At settlement, the deposit is converted into a "security completion" deposit and is held until the project is successfully completed. The deposit will not be credited to the purchase price. If the Applicant fails to timely provide the required deposit, the Applicant may be disqualified, at the Owner's sole and absolute discretion. An Applicant may withdraw its submission at any time prior to providing the deposit.
- ix. Prior to the full execution of a purchase agreement, the following will be treated as an event of default and disqualification, and the deposit will be forfeited as liquidated damages and not as a penalty: (a) the Applicant's withdrawal after the deposit has been provided; (b) failure to timely execute the purchase agreement; (c) any false statement, misrepresentation, misstatement, or omission in any form, document, or item submitted, or otherwise made to the Owner; and (d) failure to timely provide any additional information when requested. Regarding a violation of (c) above: (i) the Applicant may also be barred from purchasing any Property, (ii) the Applicant may also be barred from purchasing any future properties from the City, PHDC, the Land Bank, and PRA, and (iii) the Applicant and the undersigned may also be subject to such penalties and damages as are now or may in the future be prescribed by law or equity.
- x. The Applicant may only provide one submission in response to an advertised sale. Individuals or business entities that are related to each other or to a common entity may not provide separate submissions. The Owner, in its sole and absolute discretion, may reject any proposal where (i) the Applicant or principals of the Applicant are substantially similar or substantially related parties; or (ii) the Owner has determined, in its sole and absolute discretion, that the Applicant has violated these restrictions or the spirit of these restrictions.
- xi. Applicant and the undersigned represent and certify (a) that they have not, nor has any member, partner, employee, representative, officer, director, or agent of the Applicant or the undersigned, entered into any contract, arrangement, understanding, combination, collusion, or agreement with any person or entity regarding the price to be offered for any Property by any person or entity or to prevent any person or entity from submitting for any Property; and (b) that this Purchase Application and the Applicant's offer price is made without reference to any other application or offer price and without any contract, arrangement, understanding, combination, collusion, or agreement with any other person or entity. Evidence of collusive applications or bidding will result in the immediate disqualification of the Applicant and forfeiture of the deposit. In addition, the Owner reserves the right, in its sole and absolute discretion, to pursue damages against the Applicant and associated parties.
- xii. The Applicant and the undersigned agree to indemnify, defend, and hold harmless the City, the Land Bank, PRA, and PHDC from and against any and all liabilities, obligations, losses, fines, penalties, expenses (including, without limitation, attorneys' fees, court, and settlement expenses) claims, statutory claims, judgments, settlements, suits, actions, arbitration proceedings, requests for relief, forbearance, appeals, and demands of any kind whatsoever, whether or not involving a third party, sustained or alleged to have been sustained in connection with or resulting from, directly or indirectly, (i) the submission of the Purchase Application; (ii) the delivery by the Applicant to the Owner of any documents or information; and (iii) any conduct undertaken by the Applicant in furtherance of or in relation to its submission for any Property. The Applicant and the undersigned agree that their duty to indemnify, defend, and hold harmless shall not be limited to the terms of any liability insurance, if any.
- xiii. To the maximum extent of the law, Applicant and the undersigned hereby forever remise, release, and discharge the City, the Land Bank, PRA, and PHDC and their respective directors, officers, employees, staff, and agents (collectively, the "Released Parties") from any and all actions, suits, liabilities, losses, damages, claims, statutory claims, and demands of any kind or character whatsoever, known or unknown, in contract or in tort, at law or in equity which the Applicant or the undersigned has or had or may have against the Released Parties, or any of them, which relates in whole or in part, directly or indirectly, to the Applicant's submission for any Property.



xiv. Any Purchase Application and other materials or documentation that do not adhere strictly to any requirement, is conditioned in any way, is deemed incomplete, or is not responsive may, in the sole discretion of the Owner, be rejected, as not responsive, without further consideration. The Owner reserves the right, in its sole and absolute discretion, to determine whether any deviation, exception, condition, or inadequacy makes the Applicant's submission non-responsive, incomplete, or otherwise unacceptable such that the Applicant will be rejected without further consideration.

xv. **The Owner shall have the right to disclose all materials and documentation submitted by the Applicant or the undersigned to any person or entity in order to evaluate the Applicant's submission to purchase any Property, including, without limitation, employees, staff, consultants, contractors, agents, and evaluators. The Applicant and the undersigned acknowledge (i) that any person evaluating the Applicant's submission (an "Evaluator") may be a private individual and may not be an employee, staff, or affiliate of the Owner; and (ii) that all materials and documentation submitted by the Applicant may be disclosed to any Evaluator in order to evaluate the Applicant's submission to purchase any Property, notwithstanding any notice or statement by the Applicant (whether made in the Purchase Application or otherwise) asserting the confidential or proprietary nature of any information or of any materials submitted by the Applicant.**

xvi. **THE OWNER MAY BE SUBJECT TO THE PENNSYLVANIA RIGHT TO KNOW LAW. THIS PURCHASE APPLICATION AND ALL INFORMATION PROVIDED HEREIN AND OTHERWISE SUBMITTED MAY BE SUBJECT TO DISCLOSURE TO THE PUBLIC AND MAY ALSO BE REQUIRED TO BE DISCLOSED BY APPLICABLE LAW, SUBPOENA, OR COURT ORDER.**

xvii. The Applicant and the undersigned hereby represent and certify (a) that he/she/it has personally reviewed the information and statements contained in this Purchase Application and in all other materials and documentation submitted in connection with this Purchase Application and that the same are complete; (b) that the information and statements contained in this Purchase Application and in all other submitted materials and documentation are true and correct; and (c) that he/she/it has the power and authority to sign this Purchase Application and bind the Applicant.

**The undersigned for him/her/itself, and on behalf of the Applicant, with the intention of being legally bound hereby, expressly acknowledges and agrees to all terms, conditions, and requirements in this Purchase Application. Only signed Purchase Applications will be accepted. Changes to any of the above terms or conditions will not be accepted and will result in the Applicant being disqualified. If you do not agree to the above terms and conditions do not submit this Purchase Application. Submissions will not be accepted after the submission deadline.**

Signature

Date

Name

Title (if applicable)