

DRAFT AIA® Document G729™ – 2024

Owner's Response to Request for Evidence of Owner's Financial Arrangements

This Response dated the « » day of « » in the year « » is made pursuant to Contractor's Request for Evidence of Owner's Financial Arrangements dated the « » day of « » in the year « » (the "Request") and to the agreement dated the « » day of « » in the year « » (the "Contract") between the Owner and Contractor for the following Project:
(Name and location or address of the Project)

« »
« »

Owner:
(Name, legal status, address, designated representative, and other information)

« »« »
« »
« »
« »
« »

Contractor:
(Name, legal status, address, discipline, designated representative, and other information)

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§ 1 Project Financing. The Owner identifies the total amount of funding available to fulfill its obligations under the Contract to be « ». This amount is composed of the following sources and amounts:
(Select all that apply)

- [« »] Construction Loan(s), in accordance with Section 2 below.
Total Amount: « »
- [« »] Equity Contributions, in accordance with Section 3 below.
Total Amount: « »
- [« »] Government Funding, in accordance with Section 4 below.
Total Amount: « »
- [« »] Self-Funded, in accordance with Section 5 below.
Total Amount: « »
- [« »] Other, in accordance with Section 6 below.
Total Amount: « »

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document does not contain a description of the Contractor's scope of Work or related terms. This document is intended to be used in conjunction with AIA Document G729™-2024, Request for Evidence of Owner's Financial Arrangements.

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(Based on the selection(s) above, complete Section 2, 3, 4, 5, and/or 6 below.)

§ 1.1 If the Owner withholds any of the information requested herein due to a confidentiality agreement or applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, or otherwise, identify the information and provide the basis for its withholding.

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§ 2 Construction Loan

§ 2.1 For each Construction Loan available to fulfill the Owner's obligation under the Contract, provide the information set forth in Sections 2.1.1–2.4.

§ 2.1.1 Primary Construction Loan

§ 2.1.1.1 Bank Information

Identify the bank or lending institution and provide the name and contact information for the person or persons affiliated with the bank/lender who can verify the nature and existence of the loan, including the loan terms.

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§ 2.1.1.2 Borrower's Information

Provide the name and contact information for the person or entity identified as the borrower for the Construction Loan.

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§ 2.1.1.2.1 For each borrower identified above as a partnership or limited liability company, provide contact information for each member or general partner.

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§ 2.1.1.3 Loan Information

§ 2.1.1.3.1 Amount Borrowed: \$ << >>
Disbursements to date: \$ << >>
Balance Available: \$ << >>

§ 2.1.1.3.2 A copy of each lender's loan commitment letter or other written statement confirming the existence and amount of each loan disclosed above has been attached.

§ 2.1.1.3.3 To the extent not included in the lender's loan commitment letter or written statement, the loan's essential terms are as follows:

(Identify the loan's essential terms, such as repayment terms, equity funding requirements, financial covenants or conditions which may give rise to default, and other terms relevant to availability of funding, or attach an exhibit to this Response that contains the loan's essential terms.)

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§ 2.1.2 Additional Construction Loan

§ 2.1.2.1 Bank Information

Identify the bank or lending institution and provide the name and contact information for the person or persons affiliated with the bank/lender who can verify the nature and existence of the loan, including the loan terms.

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§ 2.1.2.2 Borrower's Information

Provide the name and contact information for the person or entity identified as the borrower for the Construction Loan.

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§ 2.1.2.2.1 For each borrower identified above as a partnership or limited liability company, provide contact information for each member or general partner.

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§ 2.1.2.3 Loan Information

§ 2.1.2.3.1 Amount Borrowed: \$ << >>
Disbursements to date: \$ << >>
Balance Available: \$ << >>

§ 2.1.2.3.2 A copy of each lender's loan commitment letter or other written statement confirming the existence and amount of each loan disclosed above has been attached.

§ 2.1.2.3.3 To the extent not included in the lender's loan commitment letter or written statement, the loan's essential terms are as follows:

(Provide the information requested, such as repayment terms, equity funding requirements, financial covenants or conditions which may give rise to default, and other terms relevant to availability of funding, or attach an exhibit to this Response that contains the requested information)

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§ 2.2 Is the total amount of loans disclosed above available for disbursement to fulfill the Owner's obligations under the Contract?

Yes
 No

If no, identify which loans are not available, the reason for their unavailability, and the date when the loans are anticipated to be available:

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§ 2.3 Are additional loans not identified above pending or anticipated to fulfill the Owner's obligations under the Contract?

Yes
 No

If yes, provide the Bank Information, Borrower Information, and Loan Information requested in Section 2.1 above, if known for each loan.

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§ 2.4 Are any of the loans disclosed above being used or capable of being used to fund other projects or any other obligations arising on the Project?

Yes
 No

If yes, for each loan identify the other projects or obligations for which the loan will be used or may be used.

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§ 2.5 If Construction Loans exist for the Contract not identified above, identify the additional loans below and attach additional pages to this Response with the information required in Sections 2.1.1–2.4.

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§ 3 Equity Contributions

§ 3.1 For all Equity Contributions available to fulfill the Owner's obligations under the Contract, provide the information set forth in Sections 3.2–3.3.

§ 3.2 **Equity Contribution Agreements.** Identify the terms of the equity contribution agreements.

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§ 3.3 Has each of the equity contributors fully funded their equity contribution commitments?

Yes

No

If no, please explain:

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§ 4 **Government Funding.** For each Government Funding source available to fulfill the Owner's obligations under the Contract, provide the information set forth in Sections 4.1–4.2.

§ 4.1 Governmental Agency

Identify the Governmental Agency and provide the name and contact information for the person or persons affiliated with the governmental agency who can verify the nature and existence of the funds, including the funding terms.

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§ 4.2 **Funding Information.** Please select one or more of the following as the source(s) of funding available fulfill the Owner's obligations under the Contract, identify the amount of funding from each source and identify the terms relevant to availability of funding for each category selected below:

Grant

Grantor: << >>

Identifying information: << >>

(Identify the name, title, number, or some other form of identifier for the grant.)

Amount: << >>

Funding Terms: << >>

Loan

Lender: << >>

Identifying information: << >>

(Identify the name, title, number, or some other form of identifier for the loan.)

Amount: << >>

Funding Terms: << >>

Bond

Issuer: << >>

Identifying information: << >>

(Identify the name, title, number, or some other form of identifier for the bond.)

Amount: << >>

Funding Terms: << >>

Other (Identify any other sources of Government funding such as appropriations from legislative bodies, tax levies, etc.)

Issuer: << >>

Identifying information: <>
(Identify the name, title, number, or some other form of identifier for funds.)
Amount: <>
Funding Terms: <>

§ 5 Self-Funded

§ 5.1 Describe and state the amount of all funds controlled exclusively by the Owner and available to fulfill the Owner’s obligations under the Contract:

Description of Funds (location, source, etc.)	Amount

§ 5.2 Attach a written confirmation from each bank or other depository institution, or an audited balance sheet, for each of the funds identified in Section 5.1 above confirming the existence and amount of each fund.

§ 5.3 Are any of the funds disclosed in Section 5.1 being used or capable of being used to fund other projects or any other obligations arising on the Project?

- Yes
- No

If yes, for each fund identify the other projects or obligations for which the funds will be used or may be used.

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§ 6 Other

§ 6.1 Describe and state the amount of all other financial arrangements or assets available to fulfill the Owner’s obligations under the Contract:

Description of Financial Arrangements or Assets (location, source, etc.)	Amount

§ 6.2 Attach a written confirmation from each bank or other depository institution for each of the funds identified in Section 6.1 above confirming the existence and amount of each fund.

§ 6.3 Are any of the funds disclosed in Section 6.1 being used or capable of being used to fund other projects or any other obligations arising on the Project?

- Yes
- No

If yes, for each fund identify the other projects or obligations for which the funds will be used or may be used.

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§ 7 Confidentiality

§ 7.1 Unless set forth below, all the information and supporting documentation provided in response to the Request is “confidential.”

(Identify below any documents or information that are not confidential)

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§ 7.2 Except as indicated in this Article 7, and except as necessary for the Contractor to verify the information provided by the Owner in this Response regarding the nature and extent of the financing available, all of the information and supporting documentation provided in this Response to the Request is hereby designated as

“confidential” and the Contractor shall not disclose it to any other person. However, the Contractor may disclose “confidential” information, after seven (7) days’ notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose “confidential” information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information. Where a provision in this Section 7.2 conflicts with a provision in the Contract, the provision in the Response shall prevail.

The undersigned Owner certifies that to the best of the Owner’s knowledge, information, and belief (1) the information and supporting evidence provided in this Response is true and accurate; (2) the Owner has made financial arrangements sufficient to fulfill its obligations under the Contract, and (3) the full extent of the financial arrangements necessary to fulfill the obligations under the Contract are disclosed in this Response. The Owner recognizes that the Contractor and its subcontractors and suppliers are relying on the information provided in this Response in assessing whether to perform Work on or provide labor, material, or equipment for the Project. The Owner will not materially vary its financial arrangements without prior notice to the Contractor. If the Owner becomes aware of a material change in the financial arrangements or other information set forth in this response, the Owner will provide written notice of that change to the Contractor within five business days of the Owner becoming aware of the change.

OWNER (*Signature*)

« »« »

(*Printed name and title*)

Notary (if required) If the Contractor has requested that this Response be notarized in Section 5 of the Request, the Owner shall have a notary affix their seal below:

Subscribed and sworn to before me on this date: « »

Notary Public: _____

My Commission Expires: « »