

Rehabilitation Assistance Agreement

This Agreement is entered into for the purposes of supplying to the homeowner certain benefits and assistance in the rehabilitation of the homeowner's premises.

Parties: The parties to this Agreement are _____, herein after referred to as "Owner", and _____, a _____ non-profit corporation, herein after referred to as _____.

Owner: Owner is a qualified low or very low-income homeowner and entitled to assistance in the rehabilitation of their home.

Project: Owner's home is located at _____ and is described as a ___ bedroom, ___ bathroom home of approximately _____ square feet herein after referred to as "Project".

Owner's Obligations: Owner agrees and understands that this is a governmental program which will supply materials, technical assistance, supervision in the obtaining of permits, adhering to regulations, and supplying voluntary support in the rehabilitation project.

As a qualified recipient of this program, Owner agrees to perform that portion of the work as outlined on the attached list of activities and schedule and if incapacitated obtain substitute assistance as approved by _____.

_____ 's Participation: _____ will provide technical assistance, advice, supervision, and voluntary or contract services to assist in the completion of the project.

Insurance and Indemnity. Owner will be responsible for obtaining and maintaining homeowner's liability insurance during the period of construction. Owner will indemnify and hold _____ harmless against and from all claims arising from Owner's activities and parties related thereto or hired thereby arising out of the Project.

Waiver: Owner agrees to waive all claims against _____ for any damage to person, property, or other person or property during the course of construction arising out of the construction.

Licenses: Owner will be responsible for all permits and licenses for the Project including licenses of contractors hired by Owner for the purposes of fulfilling Owner's obligations under this Agreement.

Work and Material Schedules: Attached hereto and made apart hereof are the following schedules:

- 1) Itemization of the work to be performed on the Project by the Owner; and
- 2) Material and supplies necessary for the completion of the Project.

Status: _____ is not a contractor or builder and does not provide contracting or building services. _____ makes no warranties with regard to the Project, the material used, or labor performed. _____ is to assist in the _____. _____ makes no warranties to repairs.

Grievance Procedure:

- A. Any claim, dispute or question raised by any PARTICIPANT shall be first brought to the attention of the Construction Supervisor.
- B. If no resolution can be accomplished through the Construction Supervisor, the following grievance procedure shall be followed.

1. Before and During Construction

The grievance should be brought to the attention of the Program Manager of _____ in writing. If a resolution is again not reached, then the written grievance shall be referred the Executive Director of _____. If

a resolution is again not reached, then the written grievance shall be referred to _____'s Board of Directors for final resolution.

C. If a claim is brought prior to completion of repairs of the residence by the participant," the foregoing shall be conditions precedent to arbitration. In any event, any claim, dispute, or question arising between _____ and the participant shall be subject to arbitration at the choice of any party. In the event either party elects arbitration, it shall serve a notice on the other party or parties, stating their grievance and desire to arbitrate, and the parties shall proceed in accordance with state law. A decision of the arbitrator shall be a condition precedent to the right of any other legal action. The cost of the arbitrator shall be born equally by all parties to the dispute.

D. _____ has agreed to provide technical assistance to the participant in repair of their home. _____ does not charge the participant for this service, and in return the participant agrees that _____ shall have no liability for acts and omissions done in good faith. _____ shall have no liability of consequential or delay damages resulting from any act, omission, breach of contract, or negligence.

E. Termination:

Violations of the terms of this agreement will result in all expenditures for materials/labor being immediately halted until a satisfactory resolution is reached. If a satisfactory resolution cannot be reached or the same problem continues, expulsion from the program will be determined by _____. Expulsion results in the loss of any rights under the terms of this agreement and the loss of building

privileges under _____ Self-Help program. After expulsion, the member's rights concerning their house will be determined by Rural Development. In the event a participant fails to meet the requirements of this agreement, the remedies afforded the PARTICIPANT and Rural Development in this agreement are cumulative, and in addition to any other remedies afforded by law or otherwise.

Assignment: Neither party may assign their interest in this Agreement without the consent of the other.

Governing Law: This Agreement shall be governed by the laws of any city, county, and the state of _____, or other governmental authority.

Complete Agreement: This Agreement and all other agreements, exhibits, and schedules referred to in this Agreement constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersede all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

Time of Essence: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

Dated: _____

"Owner"
