FHA STREAMLINED (k) HOMEOWNER/CONTRACTOR AGREEMENT

FHA Case #:
Owner(s):
Property Address:
City:Zip:
CONTRACTOR'S COMPANY NAME:
CONTACT PERSON:
ADDRESS, CITY, ST, ZIP:
PHONE NUMBER: FAX NUMBER:
E-MAIL ADDRESS:
THIS AGREEMENT , made this date,/, between the above mentioned Homeowner (Owner) and Contractor, is for the rehabilitation of the property located at
Section 203(k) of the National Housing Act. The Owner(s) shall pay the Contractor the sum of
\$for completion of the work, including all sales tax due by law, together with such increases or decreases in the contract price as may be approved in writing by the Lender. The work will begin within 30
delayed beyond the Contractor's control. The General Provisions listed below are made a part of this

Contract Documents: This Agreement includes all general provisions, special provisions and attached proposals that were accepted by the lender. Work not covered by this agreement will not be required unless it is required by reasonable inference as being necessary to produce the conditions under which the work is to be performed. the site and understands local conditions, intended result. By executing this Agreement, the contractor represents that he/she has visited , including state and local building regulations and

Agreement, between the Owner(s) and the Lender, or as described below (or on an attached sheet):

- Ņ with the agreement or general provisions, the owner may order the contractor in writing to stop such work, or a part of the work, until the cause for the order has been eliminated. **Owner:** Unless otherwise provided for in the Agreement, the owner will secure and pay for necessary easements, exceptions from zoning requirements, or other actions which must precede the approval of a permit for this project. If owner fails to do so then this contract is void. If the contractor fails to correct defective work or persistently fails to carry out the work in accordance
- ω Agreement, the contractor will provide for and/or pay for all labor, materials, equipment, tools, machinery, transportation, and other goods, facilities and services necessary for the proper execution and completion of the work. The contractor will maintain order and discipline among He/she will use the best skill and attention and will be solely responsible for all construction methods and materials for coordinating all portions of the work. Unless otherwise specified in the Contractor: The contractor will supervise and direct the work and the work of all subcontractors.

of the work. The contractor is responsible for, and indemnifies the Owner against, acts and omissions of employees, subcontractors and their employees, or others performing the work losses, expenses, legal fees or other costs arising or resulting from the contractor's performance of the work or provisions of this section. The contractor will comply with all rules, regulations, licenses necessary for the completion of the work unless other wise specified in the Agreement. work and will secure and pay for building permits and/or other permits, fees, inspections and that all materials and equipment incorporated are new and that all work will be of good quality and free of defects or faults. The contractor will pay all sales, use and other taxes related to the under this Agreement with the contractor. laws, ordinances and orders of any public authority or HUD inspector bearing on the performance The contractor will indemnify and hold harmless the owner from and against all claim, damages, employees and will not assign anyone unfit for the task. product data or other information provided for in this Agreement, where necessary. The contractor will provide shop drawings, samples The contractor warrants to the owner

- 4 required by the owner to employ any subcontractor to whom the contractor has a reasonable **Subcontractor:** Selected by the contractor, except that the contractor will not employ any subcontractor to whom the owner may have a reasonable objection, nor will the contractor be
- Ō Work By Owner or Other Contractor: The owner reserves the right to perform work related subcontractors will be afforded reasonable opportunity for the storage of materials and connection with other portions of the project not detailed in this Agreement. All contractors and be borne by the responsible party. equipment by the owner and by each other. Any costs arising by defective or ill-timed work will to the project, but which is not a part of this Agreement, and to award separate contracts in
- σ arbitration must be filed in writing with the other party to this Agreement and with the AAA and must be made in a reasonable time after the dispute has arisen. The award rendered by the arbitrator(s) will be considered final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. **Binding Arbitration:** Claims or disputes relating to the Agreement or General Provisions will be resolved by the Construction Industry Arbitration Rules of the America Arbitration Association (AAA) unless both parties mutually agree to other methods. The notice of the demand for
- .7 Cleanup and Trash Removal: The contractor will keep the owner's residence free from waste construction materials, and machinery promptly after completion of the work. or rubbish resulting from the work. The contractor will remove all waste, rubbish,
- ∞ acts of God or other causes beyond the contractor's control, the completion schedule for the work or affected parts of the work may be extended by the same amount of time caused by the delay. The contractor must begin work no later than 30 days after loan closing and will not cease work for more than 30 consecutive days. contractor is delayed at anytime in the progress of work by change orders, fire, labor disputes, **Time:** With respect to the scheduled completion of the work, time is of the essence.
- 9 suppliers; (3) persistent failure to carry out work in accordance with this Agreement or these general conditions, or (4) legal claims. Final payment will be due after complete release of any attorney's fees paid by the owner in discharging the liens. indemnify the Owner against such liens and will refund all monies including costs and reasonable covering all subcontractors or suppliers who could file such a lien. and all liens arising out of the contract or submission of receipts or other evidence of payment Payments and Completion: Payments may be withheld because of, (1) defective work not (2) failure of contractor to make proper payments to subcontractors, workers, or The contractor agrees to

- 10. Protection of Property and Persons: The contractor is responsible for initiating, maintaining governments. The contractor will indemnify the owner for all property loss or damage to the owner caused by his/her employees or his/her direct or subcontractors. and supervising all necessary or required safety programs. The contractor must comply with all applicable laws, regulations, ordinances, orders or laws or federal, state, county or local
- 11. Insurance: The contractor will purchase and maintain such insurance necessary to protect from Agreement must be provided. from the conduct of this contract. If insurance is not provided, a fully executed 203KS Indemnity claims under workers compensation and from any damage to the owner(s) property resulting
- 12. Changes in the Contract: The owner may order changes, additions or modifications (using HUD form HUD-92577) without invalidating the contract. Such changes must be in writing, completed without an accepted change order. If a change is approved, a corresponding item in the repair category must be deleted. The new repair item must also be included in the allowable repair items. signed by the owner, y the owner, and accepted by the lender. Not all change order requests may be by the lender, therefore, the contractor proceeds at his/her own risk if work is
- 13. Correction of Deficiencies: The contractor must correct promptly any work of his/her own or his/her subcontractors found to be defective or not complying with the terms of the contract.
- 14, **Warranty:** The contractor will provide a one-year warranty on all labor and materials used in the rehabilitation of the property. This warranty must extend one year from the date of completion of the contract or longer if prescribed by law unless otherwise specified by other terms of this American Arbitration Association. Disputes will be resolved through the Construction Industry Arbitration Rules of the
- 15. **Termination**: If the owner fails to make a payment under the terms of this Agreement, though no fault of the contractor, the contractor may, upon ten working days written notice to the owner, and if not satisfied, terminate this Agreement. The owner will be responsible for paying the contractor for all work completed.

necessary, will be paid to the owner by the contractor. completion exceeds the contract balance, the difference, as well as reasonable attorney's fees if working days written notice to the contractor, may terminate this Agreement. finish the job by whatever reasonable method the owner deems expedient. If the contractor fails or neglects to carry out the terms of the contract, the owner, after ten The owner may If the cost of

Owner's Signature	Date Owner's Signature	Date
Contractor's Signature	Date	
Name:		
Title:		