| **Homeowner Certification and Agreement to Participate in the CDBG Disaster Recovery Program** | | | |
| --- | --- | --- | --- |
| **Subrecipient Name or State Representative:** | | **Contract/Work Order No:** | |
| **Applicant Name:** | | **Co-Applicant Name:** | |
| **Applicant Address:** | | | |
| **Building Contractor Name:** | | | |
| **Building Contractor Address:** | | | |
| **Builder Phone:** | **Builder Cell:** | | **Builder Email:** |

1. I certify that I am the owner of the home located at the above-referenced address.
2. As the homeowner, I acknowledge I am responsible for completing and returning all required documentation to the Subrecipient within the time period stated by the Subrecipient.
3. If I fail to provide these documents in a timely manner, or if I fail to respond to any inquiries made by the Subrecipient regarding my application for assistance, I may be disqualified from participating in this program, or I may have to reapply and, consequently, my original submission date is no longer effective.
4. I understand the funding limitations of the Program and have been informed of the services I am eligible to receive. I understand a thorough review of my application resulted in one of the following recommendations:

**REHABILITATION –**Repairs or restorations are made to the existing single-family housing unit to eliminate deficiencies. The homeowner may be required to make arrangements for relocation while the rehabilitation takes place.

**RECONSTRUCTION –**Due to excessive construction deficiencies which cannot be repaired or rehabilitated sufficiently to meet required minimum property standards, the existing structure will be demolished and replaced with a newly constructed home. Reconstructed homes must comply with Green Building Standards and local code requirements. The homeowner will be required to make arrangements for relocation while the reconstruction takes place.

**WALK AWAY** **–**A “walk away” results when the required repairs are estimated to exceed the program's previously established budget or funding limitations, or when either the Subrecipient or homeowner elect not to allow repair, restoration, rehabilitation, or reconstruction of the home. If the homeowner chooses not to participate in the Program for any reason, they retain the right to reapply for assistance at a later date and assistance would be conditioned on funding available at that time.

1. I understand I will be responsible for obtaining and maintaining hazard insurance, flood and/or windstorm insurance, if applicable, following the completion of assistance as required by law.
2. I have reviewed all contractual materials in coordination with my applicant coordinator and fully understand all standards, specifications, work write-ups, cost estimates, and/or required documentation prior to signing this “Homeowner Certification and Agreement to Participate in the CDBG Disaster Recovery Program” (Form 11.05).
3. FOR RECONSTRUCTION or REHABILITATION ONLY:
   1. Any items not specified in writing (such as the type of materials and colors) are not part of this agreement. The scope of services to be provided was discussed with me in a conference, at which time I received documentation of all materials and specifications to be used in construction as stated in the “Work Write-Up/Cost Estimate” (Form 11.17) and agreements. I have reviewed, approved and signed the “Work Write-Up/Cost Estimate” (Form 11.17).
   2. I understand it is my responsibility to arrange access to the home for the Building Contractor, inspectors, and workers performing construction or repair services to the home. Following completion of the construction, the home will continue to be accessible for completion of punch list items and warranty work. If reasonable and timely access is denied to a Building Contractor or inspector who is attempting to make a good faith effort to make or inspect required repairs, I will become responsible for completing the repairs at my expense.
   3. I understand that the security of the property, household goods, and personal items is my responsibility and that I may be required to move and/or store personal property at my expense. If personal property is damaged, displaced or lost during the construction or inspection of the property, I will immediately report the situation to the Subrecipient, but it will be my responsibility to pursue damages for any losses through my insurance provider. I will complete a photographic and written inventory of my possessions prior to the beginning of construction activities.
   4. During repair, restoration, rehabilitation, or reconstruction, I will not touch, disturb, move, or otherwise affect the construction areas, tools, materials and/or equipment belonging to the Building Contractor. I will make a reasonable effort to stay away from the construction zone.
   5. I will provide all existing utilities for use by the Building Contractor only as they relate to the rehabilitation or reconstruction of the home. I am responsible for continuous maintenance and payment of existing utilities.
   6. I will review each “Contractor’s Request for Payment” form (Form 11.04*),* and I will make a reasonable effort to inspect each item that the Building Contractor submits for payment prior to approving the payment request. By signing the “Contractor’s Request for Payment” form (Form 11.04),I am verifying that to the best of my knowledge and belief each of the listed repair items has been completed according to the required standards and specifications. If I am not satisfied with a particular item of repair that has been presented for payment, I may delete the item(s) until such repair is satisfactorily completed. If the repair is completed according to standards and specifications, but I refuse to approve the payment request, I understand that I may be responsible for payment to the Building Contractor for any lost time. The Subrecipient shall resolve any such conflicts.
   7. Before approving finalpayment, I will receive a warranty from the Building Contractor. If warranty work is required during the warranty period, I will be responsible for contacting the Building Contractor by telephone. If no contact is made by telephone, I will send a certified letter (with a return receipt) to the Building Contractor. If the Building Contractor has not responded within 30 days, I will immediately report the situation to the Subrecipient. I will provide the Subrecipient with copies of my receipts and letters supporting my attempt to contact the Building Contractor. If warranty issues or other complaints remain unresolved, I agree to adhere to the Program’s “Complaint and Appeal Policy,” including an informal conference and possibly binding arbitration.

|  |  |
| --- | --- |
| Certification | |
| I/We certify that I/we have read and understand this “Homeowner Certification and Agreement to Participate in the CDBG Disaster Recovery Program.” I/We certify that, to the best of my/our knowledge, all required documents and materials I/we have completed and submitted for my/our application for assistance are true and correct. I/We certify that the Subrecipient has explained to me/us, and I/we understand the benefit options available under the Program.  Under penalties of perjury, I/we certify that the information presented in this document is true and accurate to the best of my knowledge and belief. I/We further understand that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in my ineligibility to participate in this program or any other programs that will accept this document. Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.  **I/We choose to participate in the Program and to comply with all Program requirements.**  **I/We choose NOT to participate in the Program or to receive any services provided and/or funded by the Program.** | |
| **Printed Name of Applicant:** | |
| **Signature of Applicant:** | **Date:** |
| **Printed Name of Co-Applicant:** | |
| **Signature of Co-Applicant:** | **Date:** |