| **Homeowner Certification and Agreement to Participate in the CDBG Disaster Recovery Program** | | | |
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| **Subrecipient or State Representative’s Name:** | | **Contract and/or WO:** | |
| **Applicant Name:** | | **Co-Applicant Name:** | |
| **Applicant Address:** | | | |
| **Building Contractor Name:** | | | |
| **Building Contractor Address:** | | | |
| **Phone:** | **Cell:** | | **Email:** |

1. I certify that I am the owner of the home located at the above-referenced address (not applicable for Homebuyer Assistance Program).
2. As the homeowner, I acknowledge I am responsible for completing and returning all required documentation to the Subrecipient or the State Representative within the time period stated on the application materials. Required documentation will include, but is not limited to, a completed Intake Application, proof of income, and proof of homeownership (if applicable). If I fail to provide these documents in a timely manner, or if I fail to respond to any inquiries made by the Subrecipient or State Representative regarding my application for assistance, I may be disqualified from participating in this program and receiving benefits, or I may have to reapply and, consequently, my original submission date is no longer effective.
3. As the homeowner, I acknowledge I am responsible for completing and returning all required documentation to the Subrecipient or the State Representative within the time period stated on the application materials.

If I fail to provide these documents in a timely manner, or if I fail to respond to any inquiries made by the Subrecipient or State Representative 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.

1. I understand the funding limitations of the Program and have been informed of the services I may be eligible to receive. I understand a thorough review of my application may result in one of the following recommendations:

**REHABILITATION –**Repairs are made to the existing home to eliminate deficiencies. The homeowner may be required to make arrangements for relocation while the rehabilitation takes place.

**RECONSTRUCTION and NEW CONSTRUCTION –**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 and newly constructed homes must comply with the International Residential Code (IRC) standards. The homeowner will be required to make arrangements for relocation while the reconstruction or new construction takes place.

**BUYOUT** **–**The homeowner’s property (voluntary or involuntarily) is purchased by the Subrecipient to reduce risk from future flooding or to reduce risk from the hazard that led to the property’s Disaster Risk Reduction Area.

**HOMEBUYER ASSISTANCE PROGRAM** **–**The applicant receives assistance to purchase a property in the Subrecipient’s or local jurisdiction.

**REIMBURSEMENT PROGRAM** **–**The applicant receives reimbursement for repairs to their property that were incurred prior to the date of application.

**DEMOLITION PROGRAM** **–**The clearance and proper disposal of dilapidated buildings and or structures.

**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 / State Representative or homeowner elect not to allow repair, rehabilitation, or reconstruction of the home.

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 case worker 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, NEW CONSTRUCTION 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 / State Representative, but it will be my responsibility to pursue damages for any losses through my insurance provider. I will complete photographic and written inventory of my possessions prior to the beginning of construction activities.
   4. During repair, rehabilitation, reconstruction, or new construction, 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, reconstruction, or new construction 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 / State Representative 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 / State Representative. I will provide the Subrecipient / State Representative 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.

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| 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 or the State Representative 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 Affidavit 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 Affidavit. Title 18, Section 1001 of the U.S. Code states that a person is guilty of a FELONY if he/she knowingly and willfully makes a false statement to any department of the United States Government.  **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:** |