This Homeowner Agreement (the “Agreement”) is signed on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ between **Capital Region Habitat for Humanity** (“Habitat”), a New Hampshire nonprofit corporation at mailing address PO Box 546, Warner, NH 03278 and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Homeowner”) located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(the “Property”).

Background Statement

1. Homeowner is the owner of record and the primary occupant of residence at the Property.
2. In keeping with its mission to provide decent, affordable housing for qualified families in the Capital region, Habitat provides repair services to qualified families to address the following areas: Accessibility, Safety or Weatherization.

**In consideration of the mutual agreements set forth in this Agreement, Habitat and Homeowner agree as follows:**

1. **Work to be performed on the Property.**
2. **Scope of Work.** The work to be performed on the Property (the “Work”) is limited to those described in **Exhibit A** to this Agreement. Homeowner acknowledges that Homeowner has reviewed and approved the description of the Work.

*Once the repair proposal is agreed upon changes to the scope of work are not allowed. Additional repairs will be taken under consideration and a new proposal presented.*

1. **Point of Contact (the “POC”).** A representative of Habitat will be assigned as the sole point of contact for the Homeowner during and after the project. All questions, concerns and/or additional requests must be directed to the designated POC only.
2. **No Future Work**. Homeowner understands that Habitat is not undertaking to perform ongoing maintenance of the Property. Future maintenance and upkeep of the Property is solely the responsibility of Homeowner.
3. **Certificate of Completion.** Upon completion of the Work, Homeowner will sign a Certificate of Completion in the form attached as **Exhibit A** to this Agreement.
4. **Sweat Equity.** Homeowner and any additional able-bodied adult(s) (18 years or older) residing at the Property agree to contribute to the Work or, at the discretion of Habitat, other Habitat houses (“Sweat Equity”). Homeowner’s extended family and friends may contribute to the required Sweat Equity. Homeowner acknowledges that Sweat Equity is a requirement of the Program and that no compensation will be paid to Homeowner or others for performance of Sweat Equity under any circumstances. Homeowner is asked to provide water or other refreshments to Habitat and its agents during the scheduled work.

**\_\_\_\_/ CHECK IF APPLICABLE** Habitat agrees that, in lieu of contributions to the Work, Homeowner may perform the following types of alternative Sweat Equity:

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1. **Price and Payment.** The total cost of the project will be funded by a homeowner loan from the New Hampshire Housing Finance Authority (NHHFA). Funding will be wired directly to Habitat, which will disburse funds as needed during the performance of the project. Habitat will remit any unspent funds back to the NHHFA as partial payment against the homeowner loan. Habitat will fund any cost overrun in the performance of the agreed upon work scope.
2. **Insurance**. Homeowner agrees to hold a valid homeowner’s insurance policy on the property and that Homeowner is current in premium payments on such policy. NHHFA loan documentation approval requires the homeowner to supply an amended copy of the binder showing New Hampshire Housing Finance Authority (NHHFA) its successors and/or assigns (ISAOA/ATIMA), 32 Constitution Drive, Bedford, NH 03110 as second mortgagee.
3. **Homeowner Contact**. Notices regarding the Work should be directed to Homeowner. If, however, Homeowner becomes incapacitated during the course of the Work, as determined in Habitat’s reasonable discretion, Habitat should consult with Homeowner’s designee:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Relationship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Schedule.** Habitat will prepare an estimated time schedule relating to the Work, and Homeowner will make the Property available for performance of the Work on the days required by the schedule. Subject to confirmation of the Work schedule and subject to delays due to inclement weather or other unforeseen events.
2. **Right of Entry**. If any portion of the Work will be performed within Homeowner’s residence, Homeowner agrees that Habitat and its agents, contractors, employees and volunteers may have access to the interior of the Property for the purpose of: (i) inspecting, measuring and gathering information related to the Work; (ii) installing, implementing, constructing or otherwise performing activities related to the Work; and (iii) performing any other such actions as are reasonably contemplated by the Program and this Agreement. In addition, Habitat may use the Property for storage of materials and for other purposes related to the Work.
3. **Accessibility.** All areas to be worked on must be made clear and accessible by Homeowner prior to the scheduled workday (includes furniture, valuables and personal items).
4. **Facilities.** Homeowner will provide access to restroom and wash facilities for Habitat and its agents when possible or otherwise advise of limitations.
5. **Pets**. Homeowner shall remove or restrain, at the discretion of Habitat, all pets during the Work. Homeowner assumes all responsibility and liability for his or her pets, and Habitat shall have no responsibility for protecting or containing such pets during the Work.
6. **Disposal.** Habitat is responsible for disposal of demolition debris and construction related materials.
7. **Photograph/Video Release**. Homeowner grants and conveys in perpetuity to Habitat all right, title and interest in any and all photographic images, printed interviews or statements, and video or audio recordings made by Habitat and/or its agents, contractors, directors, employees, officers, volunteers and any other representatives in the course of performing the Work, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs, printed materials or recordings. Homeowner gives Habitat permission to publish these photos to promote its mission in any way.
8. **No Responsibility for Mold or Hazardous materials.** Habitat will not perform ~~mold~~ remediation services or provide any evaluation of these conditions at the Property. Neither Habitat nor its agents, contractors, directors, employees, officers, volunteers or other representatives shall have any liability or responsibility whatsoever for any damages, loss or injury of any kind, direct or indirect, related in any way to mold or hazardous materials related to the property.
9. **Habitat Warranties.** For a period of one year after the execution of the Certificate of Completion, Habitat will correct, at its expense, any defects in the Work due to defective materials and/or workmanship. Homeowner will give Habitat written notice of any such defects promptly after discovery and, in any event, prior to expiration of the one-year warranty period. This warranty does not cover loss or damage to personal property, loss or damage resulting from Homeowner’s failure to promptly notify Habitat of a problem, or normal wear and tear. Habitat will convey to Homeowner any warranties by manufacturers or suppliers on individual materials, products or systems supplied by Habitat under this Agreement, to the extent assignable.
10. **Limitation of Liability.** Neither Habitat nor its agents, contractors, directors, employees, officers, volunteers or other representatives shall have any liability or responsibility for damage, loss or injury of any kind, direct or indirect, to any person or to any property in any way caused by or resulting from the performance of the Work in connection with this Agreement, except as caused by the negligence or willful misconduct of Habitat or any of the above-designated persons. Without limiting the generality of the foregoing, to the extent that Habitat is found liable for property damage to the Property, Habitat shall compensate Homeowner only for the reasonable documented cost of necessary repairs.
11. **Miscellaneous.** This is a legally binding contract. You are encouraged to seek legal counsel before executing this Agreement. This Agreement contains the entire agreement between Habitat and Homeowner and supersedes any and all prior oral or written statements or agreements regarding the subject matter of this Agreement. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties, other than as set forth in this Agreement. This Agreement may only be changed by a written agreement signed by Habitat and Homeowner. Homeowner may not assign its rights under this Agreement.
12. **Termination of Agreement.** Habitat’s acceptance of Homeowner into the Program was based on the information contained in Homeowner’s application. If Habitat determines that the information contained in Homeowner’s application was materially inaccurate, Habitat reserves the right to terminate this Agreement.

**IN WITNESS WHEREOF,** the parties have executed this Agreement on the day and year first written above.

**Homeowner(s): NH Capital Region Habitat for Humanity:**

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Exhibit A: Scope of Work And Certificate of Completion

**THE WORK:** *[INSERT DETAILED DESCRIPTION OF ALL WORK TO BE COMPLETED, INCLUDING NECESSARY PREPARATION OR OTHER ACTIVITIES.]*

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Certificate of Completion

I certify that the work set forth above in the Scope of Work has been completed in its entirety and to my satisfaction.

**Homeowner(s):**

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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