

FORMAL APPLICATION FOR REHABILITATION WORK

NAME _____ APPLICATION # _____

ADDRESS _____ TELEPHONE _____

CERTIFICATION BY APPLICANT(S)

The applicant certifies that he is the owner of the residence at:

The applicant certifies that he has applied and been approved for a housing rehabilitation loan in the amount of _____ from NCHFA.

The applicant agrees to give PTRC permission to act as an agent for and on behalf of the applicant in conducting rehabilitation work to the applicant's property including the right to contract on behalf of the applicant to have the necessary rehabilitation work performed on the dwelling.

The applicant further agrees that he will comply with the following conditions related to the performance of any rehabilitation work on the said property that is financed in whole or in part with a Housing Rehabilitation loan.

1. That qualified contractors shall be selected by the PTRC to inspect the residence using a written work write-up prepared by the PTRC which describes repairs to be made to the home. On this work write-up the contractors will set forth the sum of money for which they will perform the work described in the work write-up.
2. Proposals from the bidding contractors will be reviewed by the PTRC and upon evaluation the contract will be awarded to the lowest responsible bidder. PTRC will then execute a contract between You and the contractor for the purpose of expressing its approval to fund the improvements and for the purpose of stipulating the various terms and agreements between the parties.
3. The applicant agrees to give the PTRC the authority to add, delete, or change any item in the contract which would facilitate a more successful rehabilitation of his property.
4. The applicant agrees that the approved loan funds will be used to pay only for the items included in the written contract and any additional items which are approved by the PTRC staff. Final payment of the contract amount will be made only after final inspection and acceptance by the Owner of all the work performed by the contractor, and the contractor has furnished the Owner, through the PTRC, satisfactory release of liens or claims for liens by the contractor, subcontractor, laborers and material suppliers. If the owner refuses to sign the Acceptance, a process for reviewing the owner's complaints about the contractor's work shall begin. The process shall extend for a thirty (30) day period and shall begin on the date the owner refused to sign the Acceptance. Within three (3) days of refusing to sign the Acceptance, the owner must provide a written statement, and the PTRC staff shall provide a copy to the contractor. At the end of the thirty (30) day period, if the Program staff concludes either that the statement submitted

by the owner is without basis or that the statement has been satisfied by the contractor to the extent required by the Program staff, then PTRC will have the authority to issue the check directly to the contractor for the balance of the contracted amount. If the owner is still not satisfied with any aspect of the work then the owner may follow the grievance procedure detailed in the Rehabilitation Guidelines for PTRC Single Family Rehabilitation program.

5. The applicant agrees that he shall be responsible for taking responsible precautions to protect his personal property, such as furniture, during the course of the work.
6. The applicant agrees that he will not discriminate upon the basis of race, sex, age, color, religion, creed, national origin, familial, handicap or Vietnam Era Veteran status in the sale, lease, use or occupancy of the real property rehabilitated as a result of this agreement.
7. The State of North Carolina and PTRC shall be deemed to be the beneficiaries of these provisions both for and in their own rights, and also for the purpose of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit, this Rehabilitation Program is being conducted, and shall have the right in any event of any breach of these provisions or of the written contract to maintain any actions, or suits at law, or in equity, to cure any breach of said agreements.
8. The applicant will allow the contractor to use, at no cost, existing utilities, such as light, heat, electricity, and water, necessary to carry out the rehabilitation of his property.
9. The applicant will cooperate with the contractor to facilitate the performance of the work including the removal and replacement of rugs, coverings, and furniture and the abandonment of limited areas as necessary.
10. The applicant will continue to occupy his home during the course of the rehabilitation work, but will interfere with the contractor's work and operation to the least practicable extent.
11. The applicant will hold PTRC, its employees and/or agents harmless from all claims for damages arising from the rehabilitation work performed in whole or in part with the loan.

Applicant's Signature

Date

Applicant's Signature

Date