

TENNESSEE HOUSING DEVELOPMENT AGENCY

EMERGENCY REPAIR PROGRAM

CONTRACT FOR EMERGENCY REPAIRS

KNOW ALL MEN BY THESE PRESENT:

_____ Development District

THIS AGREEMENT made this _____ day of _____, 20____, by and between
_____, residing at _____,
_____, TN hereinafter referred to as "HOMEOWNER" and
_____, TN, (____)____-____,
hereinafter referred to as "CONTRACTOR":

WITNESSETH:

The HOMEOWNER does hereby employ the CONTRACTOR to do all the work and provide all materials, tools, equipment, supervision, labor, permits, testing, approvals, etc. necessary for completing the emergency repairs to the residence located at _____,
_____, TN for the total sum of _____ Dollars (\$ _____) all in accordance with the estimate, plans, and specifications which are attached hereto as the Work Write-up or Proposal and expressly incorporated herein by reference and made a part hereof.

Section I: General Conditions

The Bid and Proposal shall be accepted by the HOMEOWNER within five (5) days from the date for receiving the proposal. Upon execution of this agreement by both HOMEOWNER and CONTRACTOR, the CONTRACTOR will begin the work to be performed under this contract at a mutually agreeable time within thirty (30) calendar days of the contract date. At the option of the HOMEOWNER this contract may be cancelled by failure of the CONTRACTOR to begin work on the date specified.

The CONTRACTOR must satisfactorily complete the work within thirty (30) days after execution of this Contract and in good workmanlike and substantial manner. All work shall be completed in compliance with national, state, and local codes.

Should all work covered through this contract not be satisfactorily complete at the end of the 30 day contract period, liquidated damages may be assessed against the CONTRACTOR. Damages will be assessed at fifty dollars (\$50) per day for each day the work is not complete beyond the contract period.

The HOMEOWNER may, at his/her option and in consultation with the Development District, extend the contract period upon a written request for contract time extension from the CONTRACTOR. At a minimum, the written request for a contract time extension should state the causes for delay to justify the extension and

request a specific additional period of time. The HOMEOWNER is under no obligation to accept such requests and all requests must be made prior to the contract period expiring.

SECTION II: Statement of Work

THE CONTRACTOR SHALL:

Perform the work diligently and in a good workmanship manner, using the materials specified or materials of at least equal quality.

Be responsible for obtaining all necessary permits for the work to be performed, and the work being done or any part thereof shall not be deemed completed until same has been accepted as satisfactory by the HOMEOWNER or by the Development District.

Be responsible when the property or any adjacent property is affected or endangered by any work done under this contract. The CONTRACTOR shall take whatever steps are necessary for the protection of the property or any adjacent property and for notifying the HOMEOWNER thereof of such hazard.

Agree not to assign or sublet this contract without the written consent of the HOMEOWNER. The request for the assignment shall be addressed to the HOMEOWNER, c/o the Development District.

Covenant and agree to, and to hereby, indemnify, and to hold harmless and defend the HOMEOWNER, the Development District, and State of Tennessee, their agents, servants or employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind of character, whether real or asserted, arising out of this agreement of the work to be performed hereunder. The CONTRACTOR hereby assumes all liability and responsibility for injuries, claims or suits for damages, to persons or property of whatsoever kind of character, whether real or asserted, occurring during the time the work is being performed and arising out of the performance of same.

Agree not to commence work under this agreement until all insurance required under this program has been secured and such insurance has been approved by the Development District.

Guarantee the improvements for a period of one year from the date of final acceptance of all work required by this contract. It is further agreed that the CONTRACTOR will furnish the HOMEOWNER, c/o the Grantee, with all manufacturers and supplier's written guarantees and warranties covering materials and equipment furnished under this contract.

At all times keep the premises free from accumulations of waste materials or rubbish caused by his employees at work: and at the completion of the work he shall remove all his rubbish from and about the building and all his tools, scaffolding and surplus materials and shall leave his work "broom clean" or its equivalent. It is further agreed that all materials and equipment that have been removed and replaced as part of the work hereunder shall belong to the CONTRACTOR.

Upon completion of work furnish the OWNER with an affidavit certifying that all charges for materials and any other expenses incurred by the CONTRACTOR pertaining to the execution of this contract have been paid in full to the end that no liens of any kind or character may be affixed against the above described property. Final payment of the contract amount will be made only after final inspection and acceptance of all work to be performed by the CONTRACTOR and the CONTRACTOR'S satisfactory releases of liens or claims for liens by the CONTRACTOR, subcontractor, laborers, and materials supplies.

Maintain accounts and records, including personnel, property, and financial records, adequate to identify an account for all costs pertaining to the contract and such other records as may be deemed necessary by the locality to assure proper accounting for all funds. These records will be available for audit purposes to the locality or the State or any other authorized representative, and will be retained for three years after contract completion unless permission to destroy them is granted by the locality. Moreover, the locality, State, or any authorized representative shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

THE HOMEOWNER SHALL:

Not permit any changes or additions to the agreement work write-up or plans without approval of the Development District. If any extras are approved an amendment must be signed by the HOMEOWNER and the CONTRACTOR, and work will not be started until such time as sufficient funds are deposited in the escrow account, or are set aside by the State funding agency..

Cooperate with the CONTRACTOR to facilitate the performance of the work including the removal and replacement of rugs, coverings, and furniture as necessary on the interior or obstructions on the exterior or in the yard.

Permit the CONTRACTOR to use at no cost existing utilities such as light, heat, power, and water necessary to the carrying out and completion of the work.

Agree to occupy the premises during the course of the construction work.

Have the option in the event of any breach of this contract and with the Development District approval to engage the services of another CONTRACTOR to complete the work and to deduct the cost of such completion from any amount due the CONTRACTOR hereunder.

Agree to place the emergency repair funds in an escrow account as arranged by the Development District and understands that no interest will accrue on the monies placed into the account.

Agree to allow payment in full to the CONTRACTOR from the escrow account subject to the Development District's acceptance of the Emergency Repair work as satisfactorily completed in accordance with this Contract.

Agree to assume responsibility for and properly operate and maintain all installed equipment, systems, and assemblies. HOMEOWNER shall properly maintain freshly-sown disturbed soil areas, watering and keeping protected as necessary, to ensure successful growth.

Covenant and agree to, and to hereby, indemnify, and to hold harmless and defend the Development District, and State of Tennessee, their agents, servants or employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind of character, whether real or asserted, arising out of this agreement of the work to be performed hereunder. The HOMEOWNER hereby assumes all liability and responsibility for injuries, claims or suits for damages, to persons or property of whatsoever kind of character, whether real or asserted, occurring after the work has been performed and arising out of the performance of same.

SECTION III: Method and Form of Payment

Payment of the contract amount will be made only after final inspection by the program administrator and acceptance of all work to be performed by the CONTRACTOR, and the satisfactory releases of liens or claims

for liens by the CONTRACTOR, subcontractors, laborers, and materials supplies.

The Development District agrees to make payment to the CONTRACTOR on behalf of the HOMEOWNER from funds requested and received from the Funding Agency. Payment will be made within thirty (30) days from receipt of invoice at final inspection.

Invoice must include Contractor's Federal ID# for processing.

SECTION IV: Conflict of Interest

No officer or employee of the Development District or its designees or agents who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for work to be performed. The CONTRACTOR shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

Further, the CONTRACTOR does attest that no conflict of interest exists, either directly or indirectly, or through an employee of the contractor who exercises any function or responsibility with respect to this contract during his/her tenure or for one year after, with the HOMEOWNER.

This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change these provisions. Specifically, no "side" or "additional" contracts are to exist between the HOMEOWNER and the CONTRACTOR until this contract is completed unless it is a written contract, signed by both parties and must be approved by the Development District. Change orders must be writing and signed by the HOMEOWNER, CONTRACTOR, and Development District Official.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set out their signatures.

Contractor

Homeowner

(Signature)

(Signature)

Date

Date

Witnessed By

Witnessed By

Date

Date