

**ORGANIZATION NAME**

**WRITTEN AGREEMENT**

IMPORTANT NOTICE: Any change which occurs after the execution of this written agreement and not agreed to by the Organization in writing, including the terms of any funding source, may result in a Reduction of the loan amount or the cancellation of this commitment.

Contractor:

# SINGLE-FAMILY REHABILITATION PROGRAM

## Written Agreement (Contractor)

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ (herein after referred to as the "SFR Project Administrator", "Project Administrator" or "Member") and \_\_\_\_\_ (herein after referred to as "the Contractor"), for the purpose of \_\_\_\_\_

---

---

*(provide description of work to be performed e.g. conducting a Lead-Based Paint Inspection/Risk Assessment, Energy Assessment, or Blower Door test; or if Member is acting as GC, then for plumbing, electrical or installation of HVAC system)*

Funds from the HOME Investment Partnerships Program shall be provided by the North Carolina Housing Finance Agency (NCHFA) to the Project Administrator to pay the Contractor for completing the scope of work outlined above.

### 1. Amount of HOME Funds Budgeted

The total amount of HOME funds budgeted for this work is \_\_\_\_\_. See attached budget, included as part of the written agreement.

### 2. The Use of the Funds

HOME funds, received by the Project Administrator from NCHFA shall be used to pay the Contractor for completing the work described above.

### 3. Performance Measures

The Contractor shall begin performance of this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 201\_\_ and shall complete performance no later than one year from this date. This Agreement will expire in 12 months from this date.

The Project Administrator's shall disburse funds to the Contractor only for completed work or services. Failure to meet the approved construction schedule or scope of work may result, at the discretion of the Project Administrator, in a reduction of the amount of funds available under this Agreement.

**4. Other Requirements**

At all times during the term of participation in the project, the Contractor shall comply with all the regulations pursuant to HOME Program Regulations, as the same may be amended from time to time, including but not limited to the following:

- a. The Project shall qualify as and shall be maintained as "affordable housing" as prescribed in the applicable Program Regulations (24 CFR 92.254) and shall be suitable for occupancy.
- b. The Project shall meet the "Property Standards" as prescribed in the Program Regulations (24 CFR 92.251).
- c. The Borrower shall comply with the limitations on the uses of HOME funds as prescribed in the Program Regulations (for example, 24 CFR 92.257).

**5. Entire Agreement**

This Agreement consists of 3 pages, including the cover page, and is the entire Written Agreement between the Project Administrator and the Contractor. In witness whereof, the parties below have executed this Agreement on the date first written above and is evidence of the commitment of HOME funds to this Agreement. It will expire upon work completion or one year from today, the \_\_\_\_\_ of \_\_\_\_\_, 201\_\_, whichever is sooner.

**Contractor**

\_\_\_\_\_ By: \_\_\_\_\_  
 Attest Its: (Title)

**Project Administrator**

\_\_\_\_\_ By: \_\_\_\_\_  
 Attest Its: (Title)