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| **Administrator:** | **Contract/RSP Number:** |
| **Homeowner Name:** | |
| **Assisted Property Address:** | |
| **Date of Physical Inspection of Property:** | |

1. Administrator has determined that I am eligible to receive housing assistance through the HOME Investment Partnerships (HOME) Program. I hereby agree to participate in the HOME Program and I voluntarily accept rehabilitation or reconstruction assistance though the:

**Contract for Deed Conversion (CFDC) Activity**

**Homeowner Rehabilitation Assistance (HRA) Activity**

1. I will comply with all HOME Program terms and requirements. I hereby certify that all information, documents, and materials I have provided and/or will provide to Administrator and to Texas Department of Housing and Community Affairs (TDHCA) is true and correct. I hereby authorize Administrator to provide me the following type of housing assistance and to conduct the following construction activity on my home. The selected type of housing assistance is required based on deficiencies noted during the physical inspection of my property conducted on the above referenced date.

**REHABILITATION** – Repairs will be made to my existing home in order to eliminate construction deficiencies that were identified by Administrator on the above referenced date. I agree to voluntarily temporarily relocate until completion of Rehabilitation.

**RECONSTRUCTION** – Due to extensive construction deficiencies identified by Administrator on the above referenced date, it has been determined that my home will be demolished and replaced with a newly-constructed site-built home. I agree to voluntarily temporarily relocate until completion of Reconstruction

**REPLACEMENT WITH MANUFACTURED HOUSING UNIT (MHU)** – Due to extensive construction deficiencies identified by Administrator on the above referenced date, it has been determined that my home will be demolished and replaced with a new Manufactured Housing Unit (MHU). I agree to voluntarily temporarily relocate until the replacement MHU has been permanently installed.

1. I understand that the HOME Program requires that homeowners be protected during Rehabilitation jobs requiring lead-based paint hazard reduction and that I will be required to temporarily relocate. Occupants may not enter the work site during lead hazard reduction activities and re-entry is permitted only after work which may create lead hazards (by disturbing the lead-based paint) has been completed and the unit has passed a clearance examination. I agree not to re-enter my home or move my belongings back until Administrator has authorized re-occupancy.
2. I hereby authorize Administrator’s representatives, including but not limited to employees, building contractors, consultants, inspectors, and construction workers, to access my property. I understand that my failure to provide reasonable and timely access to the property may result in construction delays and costs for which I may be held responsible.
3. I understand that I am responsible for ensuring the security of my personal property, household goods, and/or personal items remaining on site during construction and I hereby agree to remove and/or store my personal property at my expense. If my personal property is damaged, displaced, stolen, or lost during the construction period, I will immediately report such to Administrator, but I agree that Administrator is not liable for personal property losses incurred. I will complete a photographic and written inventory of my personal property prior to the beginning of construction.
4. During the construction/MHU installation period, I will not touch, disturb, remove, or otherwise affect, the construction areas, tools, materials and/or equipment. I will stay away from the construction zone.
5. I will provide all required utilities (electricity, water, sewer, garbage) throughout the construction/MHU installation period.
6. I will receive a twelve (12) month home construction warranty from the building contractor/MHU manufacturer. If warranty work is required during the warranty period, I will be responsible for contacting the building contractor/MHU manufacturer to request repairs. If the building contractor/MH manufacturer does not respond within 30 days I will immediately report such to Administrator. If warranty issues or other complaints remain unresolved, I agree to comply with the Texas Department of Housing and Community Affairs (TDHCA) dispute resolution policy.
7. After construction/MHU installation of my home has been completed, I will be responsible for regular maintenance of the property and for timely payment of taxes and insurance.

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| **Signature of Homeowner** |  | Date |
| **Signature of Homeowner** |  | Date |
| **Signature of Administrator** |  | Date |

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| *Reasonable accommodations will be made for persons with disabilities and language assistance will be made available for persons with limited English proficiency.* | | |
| **SimpleSeal BLACK med res.jpg** | **Texas Department of Housing and Community Affairs**  Street Address: 221 East 11th Street, Austin, TX 78701 Mailing Address: PO Box 13941, Austin, TX 78711  Main Number: 512-475-3800 Toll Free: 1-800-525-0657 Email: info@tdhca.texas.gov Web: www.tdhca.texas.gov | Eq Hsng logo transparant |