

Texas Department of Housing and Community Affairs
Colonia Self-Help Center Program



Homeowner Service Agreement and Certification of the Terms to Participate in the Colonia Self Help Center Program

County: _____ Contract Number: _____

Homeowner Name: _____

Homeowner Address: _____

1. I certify that I am the owner of the home located at the above-referenced address.
2. As the homeowner, I acknowledge that I am responsible for completing and returning all required documentation to the Colonia Self Help Center (CSHC) as required. If I fail to provide the required documents in a timely manner, or if I fail to respond to any inquiries made by CSHC staff regarding my application for assistance, I may be disqualified from participating in this program.
3. I understand that it is my responsibility to allow access to my home for CSHC staff, contractors, and inspectors. Further, I will make all parts of my home accessible to the inspector including, but not limited to, my attic, water heater, and electrical panel. Following completion of construction, my home will continue to be accessible for completion of punch list items and warranty work.
4. I understand the funding limitations of the CSHC Program and have been instructed regarding which services I may be eligible for. I understand that after a preliminary inspection of my home may result in one of the following recommendations:
 - a. **Walk Away** - The CSHC may walk away if required repairs are estimated to exceed the program's previously established budget or funding limitations, or if the homeowner elects not to allow repair, rehabilitation, or reconstruction of the home.
 - b. **Self-Help Small Home Repair** - Self-help repairs made to the home will be determined by prioritizing health and safety deficiencies identified on the inspection report.
 - c. **Utilities Connections** - Prior to receiving housing assistance, water, wastewater and electrical services must be in place. If these services are not available, connections may be installed.
 - d. **Rehabilitation** - Repairs may be made to an existing home to eliminate deficiencies identified on the inspection report.
 - e. **Reconstruction or New Construction** - If there are excessive construction deficiencies which cannot be rehabilitated within the existing budget to provide safe and decent housing, the existing structure may be demolished and replaced with a newly constructed home built on the same site. New Construction may be an option if a lot is currently undeveloped.
 - f. **Homeownership Assistance** - Homeownership assistance may be provided to first-time home buyers through principle reduction, closing costs, down payment, or contract for deed conversion.
5. I understand that I will be responsible for regular maintenance of my home following completion of construction. Any deficiencies resulting from neglect will not be the responsibility of the CSHC.
6. I understand that I will review and approve the work write-up (scope of work to be performed) and participate in the pre-construction conference.
7. I understand that the security of my home and personal property is my responsibility and that I may be required to move and/or store my personal property at my own expense. If personal property is damaged, displaced, or lost during construction or inspection of my home, I will immediately report the situation to the CSHC but it will be my responsibility to pursue damages for any losses. I understand that photographic evidence and a written inventory of personal property is my responsibility.
8. During construction, I will not touch, disturb, move, or otherwise affect the contractor's tools, materials or equipment. I will make every reasonable effort to stay clear of the areas under construction. I will provide electricity to the contractor during construction.
9. I understand that I will review and approve payment for items completed and I will make a reasonable effort to inspect each item submitted for payment prior to approving the payment request. If I am not satisfied with a particular item of repair that has been submitted for payment, I may delete from the payment request the item until such repair is satisfactorily completed. If repairs are completed according to the work write-up but I refuse to approve the payment request, I understand that I may be responsible for payment to the contractor for any lost time. The CSHC shall resolve any such conflicts.

10. Before approving final payment, I will receive a one-year warranty form the contractor beginning on the day of the final inspection. If warranty work is required during the warranty period, I will be responsible for contacting the contractor by telephone. If no contact is made, I will send a certified letter with a return receipt to the contractor. If the contractor has not responded within 30 days I will immediately report the situation to the CSHC. I will provide the CSHC with copies of my receipts and letters supporting my attempt to contact the contractor. If warranty issues or other complaints remain unresolved, I agree to adhere to the CSHC Program's Dispute Resolution Policy, including an informal conference and possibly binding arbitration.
11. If self-help or volunteer labor is required for the assistance that I receive, I acknowledge that if the work is not completed in a timely manner the CSHC may repossess the materials and prohibit me from participating in the program.
12. Lead Hazard Reduction Work. For jobs requiring lead-based paint hazard reduction, federal regulations require that homeowners be protected. This means that occupants may not enter the work site during lead hazard reduction activities. Re-entry is permitted only after work which may create lead hazards (by disturbing lead-based paint) has been completed and the home has passes a clearance examination. If construction is extensive, homeowners may have to temporarily relocate. Furniture and other belongings must be covered and sealed with protective plastic sheeting. Storage of major furniture and removal of all small furnishings during construction may be necessary. Homeowners are responsible for carefully packing all valuables and removing all clothing from closets if necessary. By signing below, the homeowner(s) agree to cooperate with CSHC staff and the contractor to protect belongings and temporarily relocating if necessary. Re-entering the home or moving belongings back into place cannot occur until authorization has been provided and *Re-Occupancy Notice-Lead Hazards (Form 11)* has been provided.

Homeowner's Certification

I/We certify that I/we have read and understand this form. I/We certify that, to the best of my/our knowledge, all required documents and materials I/we have completed and submitted to eh CSHC for my/our application for assistance are true and correct. I/We certify that the CSHC has explained to me/us and I/we understand the benefit options available under the program.

☐ I/We choose to participate in the program and to comply with all program requirements

☐ I/We choose **NOT** to participate in the program or to receive any services provided and/or funded by the program

Signature: _____

Date: _____

Signature: _____

Date: _____