

Homeowner Pre-Application for Repairs

Pre-Application is begun on this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_ between Muskogee Habitat for Humanity, Inc. a nonprofit corporation with an address of 806 S. 32nd Street, Muskogee, OK 74401 and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of homeowner”). Homeowner is the owner of record and the primary occupant of a residence located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

In keeping with its mission to provide decent, affordable housing for qualified families in Muskogee, Oklahoma, Habitat provides various repair services to qualified families on favorable terms. Habitat is beginning the screening process for named Homeowner for participation in the following program:

\_\_\_\_ Home preservation

\_\_\_\_ Weatherization

\_\_\_\_ Critical home repair

\_\_\_\_Other

Notification of mutual agreements set forth in this Pre-Application, Habitat and Homeowner must agree as follows:

Work to be performed on the Property (the “Work”) is described as:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

No Future Work. Homeowner understands that Habitat is not undertaking to perform ongoing maintenance of the Property. Future maintenance and upkeep of the Property is solely the responsibility of Homeowner.

Certificate of Completion. If homeowner is selected for repairs, upon completion of the Work, Homeowner will sign a Certificate of Completion in the form attached Pre-Application.

Sweat Equity. Homeowner and any additional able-bodied adult(s) (18 years or older) residing at the Property agree to contribute a to be determined amount of hours to the Work or, at the discretion of Habitat, homeowner’s extended family and friends may contribute up to the required Sweat Equity. Homeowner acknowledges that Sweat Equity is a requirement of the Program and that no compensation will be paid to Homeowner or others for performance of Sweat Equity under any circumstances, including any termination of this Agreement.

Price and Payment. The total price for performance of the Work, including all labor, materials and other charges, is to be determined based on the scope of the work. The homeowner authorizes, if necessary, Muskogee Habitat for Humanity to request financial documentation proving the financial ability for the homeowner to repay the cost of the repair in monthly installments. Homeowner’s obligation to pay the price will be evidenced by an interest-free promissory note in the amount of the price, payable by Homeowner to Habitat (the “Note”). The mortgage will be recorded against the Property and will be subordinate to any mortgages currently recorded against the Property

Insurance (Optional, based on affiliate policy). Homeowner agrees that he or she holds a valid homeowner’s insurance policy on the property and that Homeowner is current in premium payments on such policy.

Habitat Warranties. For a period of one year after the execution of the Certificate of Completion, Habitat will correct, at its expense, any defects in the Work due to defective materials and/or workmanship. Homeowner will give Habitat written notice of any such defects promptly after discovery and, in any event, prior to expiration of the one-year warranty period. This warranty does not cover loss or damage to personal property, loss or damage resulting from Homeowner’s failure to promptly notify Habitat of a problem, or normal wear and tear. Habitat will convey to Homeowner any warranties by manufacturers or suppliers on individual materials, products or systems supplied by Habitat under this Agreement, to the extent assignable.

Schedule. Habitat will cooperate with Homeowner to prepare an estimated time schedule relating to the Work, and Homeowner will make the Property available for performance of the Work on the days required by the schedule. Subject to confirmation of the Work schedule and subject to delays due to inclement weather or other unforeseen events.

Right of Entry. If any portion of the Work will be performed within Homeowner’s residence, Homeowner agrees that Habitat and its agents, contractors, employees and volunteers may have access to the interior of the Property for the purpose of: (i) inspecting, measuring and gathering information related to the Work; (ii) installing, implementing, constructing or otherwise performing activities related to the Work; and (iii) performing any other such actions as are reasonably contemplated by the Program and this Agreement. In addition, Habitat may use the Property for storage of materials and for other purposes related to the Work.

Termination of Agreement. Habitat’s acceptance of Homeowner into the Program was based on the information contained in Homeowner’s application. If Habitat determines that the information contained in Homeowner’s application was materially inaccurate or if there is a materially negative change in Homeowner’s financial situation, such as the loss of employment, Habitat reserves the right to terminate this any future agreement. Homeowner should notify Habitat as soon as possible if there is a significant change in Homeowner’s financial situation. In addition, Habitat reserves the right to terminate any future Agreement (a) if any of Homeowner’s obligations under any such Agreement are not fulfilled, including the requirements under Section 2 or Section 3 of an Agreement. If a future Agreement is terminated for any reason, Habitat shall be entitled to payment, and Homeowner agrees to pay Habitat, for all Work completed through the date of termination, without waiving any other remedies available to Habitat at law or in equity under the circumstances.

Limitation of Liability. Neither Habitat nor its agents, contractors, directors, employees, officers, volunteers or other representatives shall have any liability or responsibility for damage, loss or injury of any kind, direct or indirect, to any person or to any property in any way caused by or resulting from the performance of the Work in connection with this Agreement, except as caused by the negligence or willful misconduct of Habitat or any of the above-designated persons. Without limiting the generality of the foregoing, to the extent that Habitat is found liable for property damage to the Property in accordance with this Section 9, Habitat shall compensate Homeowner only for the reasonable documented cost of necessary repairs.

No Responsibility for Mold. Habitat will not perform mold remediation services or provide any evaluation of mold conditions at the Property. Neither Habitat nor its agents, contractors, directors, employees, officers, volunteers or other representatives shall have any liability or responsibility whatsoever for any damages, loss or injury of any kind, direct or indirect, related in any way to mold.

Photograph/Video Release. Homeowner grants and conveys in perpetuity to Habitat all right, title and interest in any and all photographic images, printed interviews or statements, and video or audio recordings made by Habitat and/or its agents, contractors, directors, employees, officers, volunteers and any other representatives in the course of performing the Work, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs, printed materials or recordings.

Homeowner Contact. Notices regarding the Work should be directed to Homeowner. If, however, Homeowner becomes incapacitated during the course of the Work, as determined in Habitat’s reasonable discretion, Habitat should consult with (name, contact information) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Pets. Homeowner assumes all responsibility and liability for his or her pets, and Habitat shall have no responsibility for protecting or containing such pets during the Work. Homeowner shall remove or restrain, at the discretion of Habitat, all pets during the Work.

Miscellaneous. Upon homeowner approval for repairs, any future agreement will be a legally binding contract. You are encouraged to seek legal counsel before executing any future Agreement. This Agreement will contain the entire agreement between Habitat and Homeowner and supersedes any and all prior oral or written statements or agreements regarding the subject matter of any Agreement. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties, other than as set forth in a future Agreement. The future Agreement may only be changed by a written agreement signed by Habitat and Homeowner. Homeowner may not assign its rights under this Agreement.

Date of Pre-Application: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Homeowner Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Homeowner Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Homeowner Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Final Notes: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FOR OFFICE USE ONLY

DATE RECEIVED:

FINAL REVIEW:

BOARD APPROVED/BOARD DENIED: