

**AGREEMENT BETWEEN
HOUSING RESOURCES OF WESTERN COLORADO AND
SELF-HELP PARTICIPANT**

This Agreement is entered into this ____ day of _____, 20__ between _____ hereinafter referred to as Member(s) and Housing Resources of Western Colorado hereinafter referred to as Grantee or HRWC.

This agreement sets forth the requirements and responsibilities of the Mutual Self-Help Housing Member(s) who have signed below and their designated Volunteer(s) in providing technical assistance, counseling, supervision, and control of group formations and construction of a home for participants who have become Member(s) of the Mutual Self-Help Housing Program. A participant becomes a Member by understanding the terms in this Agreement and signing below along with HRWC.

MEMBER(S) MEANS: A person or persons who have qualified and have agreed to the rules and terms of HRWC’s Mutual Self-Help Housing Program. Multiple Members will cooperate with each other and HRWC in a group that works together to complete homes for the individual Members.

VOLUNTEER(S) MEANS: A designated person or persons who will be Volunteering on behalf of the Member(s) on a regular basis or a non-regular basis.

GRANTEE MEANS: An organization approved by USDA Rural Development to operate a Mutual Self-Help Housing Program. For this agreement, HRWC is a Grantee.

The Grantee is an eligible entity, which provides technical assistance and management services for building group Member(s) under the Mutual Self-Help Housing Program. The Grantee is not acting as a “contractor” on behalf of the Member(s), but as a U.S. Department of Agriculture Rural Development (RD or Rural Development) Grant Manager and Technical Advisor. **Each Member will act and serve as the general contractor and builder (Owner/Builder) for their individual home.** As such, each individual Member agrees to learn the duties and responsibilities of serving as a general contractor and builder. HRWC facilitates the construction process and provides advice and assistance to the Group and individual Owner/Builder.

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I – GRANTEE COMMITMENT

The Grantee agrees to:

1. Provide house plans, which have been developed or acquired and approved by Rural Development.
2. Administer, direct construction oversight and landscaping on all of the Member(s)'s houses. Members must comply with the direction and control of Grantee.
3. Teach skills and tasks to the Member(s) and Volunteer(s) as necessary to build their homes according to the plans and specifications, within the allowed budgets. Members are **STRONGLY ENCOURAGED** to ask questions when necessary, or if they lack experience.
4. Initiate contracts in the name of the Member(s) for materials and services to be purchased in accordance with the plans and specifications.
5. Maintain accurate and current records of financial disbursements drawn against Member(s)' accounts on all materials and labor provided by suppliers and subcontractors. These records will be available to Member(s) for inspection during Grantee's business hours with reasonable advance notice.
6. Lease or purchase power tools and special equipment as required for the job. **MEMBERS ARE STRONGLY ENCOURAGED TO NOT OPERATE SUCH TOOLS OR EQUIPMENT WITHOUT TRAINING AND EXPERIENCE.**
7. Maintain and manage building procedures and methodology so that acceptable building standards are met. Manage quality workmanship to implement the construction and landscaping of each house.
8. Seek and obtain construction techniques and materials which meet or exceed all Rural Development building requirements, local building codes and other laws and regulations that apply during construction and that apply to the home and the lot.
9. Provide oversight regarding the quality of work in all phases of construction. Site managers are aware of the different levels of skill set and will provide oversight and assistance every skill level necessary.
10. Implement construction techniques and materials which meet or exceed all Rural Development building requirements, local building code and other laws and regulations that apply during construction of the home and development of the lot.

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II – GROUP MEMBER(S)/VOLUNTEER(S) COMMITMENT

The Member(s) and Volunteer(s) agree to the following requirements:

1. Member(s): To build their own homes in the Mutual Self Help program, using Rural Development financing up to the approved loan amount, using their own labor to the extent required and to pay for all materials and contracted labor and services used in construction of their home out of the loan proceeds, with Member(s)' own money for any extras , including costs associated with lot development and costs shared with other participants as directed and approved by the Grantee.
2. Member(s): To purchase materials and contracted labor as designated by the Grantee.
3. Member(s): Hold the Grantee harmless for any purchases, even though such purchases may have been made by the Grantee on behalf of the Member(s). Member(s) agree that they cannot hold HRWC responsible for their purchases or for purchases made on their behalf.
4. Member(s): Are financially responsible for all materials, supplies, and other items purchased for their homes regardless of the source or location of such materials, supplies or other items. Any theft, loss, breakage or damage is the responsibility of the Member; the costs of replacement and repair will be paid out of Member(s) loan funds.
5. Member(s) & Volunteer(s): To put forth their best efforts to meet construction goals and objectives established by the group and the Grantee in performance of this Agreement. To work in a safe manner always, and to follow the Constructions Supervisor's instructions in this regard.
6. Cell phone usage including text messaging will be kept to a minimum and used only for emergencies and urgent communications during work hours.

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7. Smoking is prohibited unless done a minimum of 25 feet away from any members home or from any person who objects.
8. It is the responsibility of each person in the group to act in a manner that respects the personal dignity of others. Any form of sexual misconduct including harassment, bullying, and sexual abuse is unacceptable behavior on the jobsite and is subject to appropriate disciplinary or legal action. Allegations of sexual misconduct will be completely, investigated in a fair-minded manner and corrective or disciplinary action will be taken, including but not limited to dismissal from the jobsite.
9. Sexual, racial, ethnic and religious harassment are not allowed on site. This includes unsolicited remarks, gestures, display or circulation of written materials, or pictures derogatory to either gender or to racial, ethnic, or religious groups. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when such conduct has the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, or offensive working environment based on the declared judgment of the affected individual.
10. Members are responsible to keep the jobsite clean and orderly.
11. The Housing Resources Construction Supervisor will decide what work is to be completed by the members each day. The members agree to perform the work assignments made by the supervisor. Any member who performs work not assigned by the supervisor may not receive credit for labor hours, at the discretion of the Construction Supervisor. The Construction Supervisor may ask a member who refuses to perform an assigned task to leave the job site. A member is not permitted to work alone unless the task can safely be done alone, and he/she has the consent of the Housing Resources Construction Supervisor.
 - a) While members are encouraged work as directed by the HRWC Construction Supervisor. Any work by a member devoted exclusively toward that member's own house will not be credited toward the weekly work requirement, unless such work has been assigned or approved by the HRWCO Construction Supervisor. (Mutual self-help and an organized work team is central to the program, not individual home building).

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- b) To cooperate with other group members and HRWC in the performance of the requirements as set forth in this agreement. To conduct themselves at all times in a respectful manner that will not disrupt or interrupt other group members in their performance of assigned tasks. It is agreed the Construction Supervisor has the authority to require removal from the jobsite any individual whom he/she deems to be a disruptive influence, not following instructions, any regulation of the association agreement, or refusing to take on an assigned task.
12. To follow plans, budgets, blueprints, specifications, material lists, and instructions of HRWC in construction of their homes.
13. The construction site is an alcohol and drug free zone. The jobsite will be a positive environment for all family Member(s) and Volunteer(s). Foul, offensive, or profane language will not be tolerated. Violent or destructive behavior will not be tolerated without exception. Violators may be asked to leave or banned by Grantee from the job site.
14. Operation of vehicles in or around the job site must be done in a safe and responsible manner. Violators will be asked to leave the job site and repeat offenders may be banned from the job site.
15. To allow HRWC to solicit bids on behalf of the homebuyer group. To refrain from negotiating with, directing work, communicating or otherwise interfering with subcontractors, suppliers, governing authority or inspectors. **ALL** questions or concerns regarding sub - contracted labor **MUST** be communicated to HRWC's Construction Supervisor **ONLY**. The Construction Supervisor will address any concerns directly with the sub-contractors and will act as the intermediary.
16. To provide written schedules of hours available on HRWC Work Availability Form **ONE WEEK IN ADVANCE** and to work any additional hours as assigned by the Construction Supervisor. Additional hours may be required if there is a substantial construction schedule variance. HRWC will coordinate workdays and times best suited for the group. **Volunteer hours will not be counted for those who do not complete the HRWC Work Availability Form for the week.** Each family will identify, on the work availability form the hours anyone who is a party on the note, as well as designated volunteers will work for the upcoming week. You will be required to stick to this schedule and show up on the job site as indicated on this form each week. **Any variance**

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from this schedule **MUST** be reported to the Construction Supervisor a minimum of 24 hours in advance. If you are going to be over 30 minutes late to the site please contact the site supervisor. If a member does not show up on a day scheduled on the form, you will have 2 hours of labor deducted for each infraction.

17. To own and maintain, **in good repair**, a complete set of approved hand tools according to the attached Homeowner's Tool List and to have the tools at the construction site at all times. If you break one of your required hand tools, you must replace it immediately. To come to the jobsite properly attired and ready for work. The Construction Supervisor or Construction Assistant can send you home for not having proper attire or hand tools and you will forfeit any hours worked for the day.

SAFETY RESPONSIBILITIES

1. A safe environment will always be maintained at the jobsite.
 - a) Tool safety sessions will be covered at the weekly meetings at the jobsite as deemed necessary by HRWC. Discussion will include the proper use, care, and maintenance of all power tools and unsafe acts and events that have occurred the previous weeks.
Attendance at safety sessions is mandatory for all group members.
 - b) Accidents can and do happen. Therefore; at least two or more people capable of rendering assistance, are required at the job site when any work is being done. **SAFETY GLASSES ARE REQUIRED WHEN USING POWER AND HAND TOOLS AND WHILE WORKING WITH MATERIALS THAT COULD IRRITATE THE EYES SUCH AS INSULATION AND BLEACH.** Anyone found not following the minimum safety procedures while on the jobsite will be required to leave the jobsite and any hours worked that day will be forfeited.

Power and air tools may only be operated by those persons at least 18 years of age and ONLY AFTER THEY HAVE BEEN TRAINED IN HOW TO PROPERLY USE THE TOOLS.

- c) If an injury is sustained, **work by the injured participant must stop immediately and the incident must be reported directly to the Construction Supervisor.** The Construction Supervisor must complete an accident report form to document the injury and circumstances leading up to the injury. Any witnesses to the accident must also report to the Construction Supervisor to provide information surrounding the injury.

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The Construction Supervisor must provide the accident report form to the Homeownership Program Manager within 24 hours of the injury.

The Construction Supervisors are not medical professionals and are NOT qualified to determine the severity of an injury or the treatment of injuries. It is the responsibility of the participating member to seek proper medical attention immediately if required. Participating members will not be allowed to return to the work site until all necessary medical attention has been attended to.

d) A liability insurance policy is in place for members and their volunteers while working on the construction site. Proper accident reporting **MUST** be followed. Medical assistance **MUST** be obtained immediately after an accident. There is a \$250.00 deductible on the liability insurance policy. There is also a statute of limitations, therefore; waiting to obtain necessary medical care for the injury could result in the insurance company denying your claim. **Your primary insurance provider must be billed FIRST before the liability insurance provider will process any claims.** You must submit the letters of explanation (EOB's) from your primary care insurance to the liability insurance company along with the claim form completed by your primary care doctor or provider before they will review the claim.

- **HRWC staff is not responsible for filing insurance claims for the liability insurance policy.**
- **HRWC is not liable for any medical costs associated with injuries sustained on the construction site or collections the group member may incur due to unpaid medical expenses for injuries sustained on the construction site.**
- **HRWC does not review or determine which claims are paid or denied by the liability insurance company.**
- **HRWC may only provide the form needed for the injured party to submit the claim. HRWC does not provide legal advice or complete the claim forms on behalf of the injured party.**

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The Construction Supervisor can provide you with a copy of the insurance claim form on the construction site. The Program Manager may also provide this form at the HRWC's office.

2. **Acceptable apparel at the jobsite**

- a) Clothes that are excessively loose fitting or baggy or have excessive holes in them can be caught up in power tools and are considered safety hazards and are not allowed onsite.
- b) Shoes should be sturdy leather construction, preferably with steel toes. Open toed shoes, clogs, crocs, and sandals are not allowed on the jobsite. Shoes MUST be worn at all times.
- c) Clothes that are excessively tight, short, or disruptive are inappropriate and will not be allowed. Shirts must always be worn.
- d) The Construction Supervisor will ask you to leave the construction site if you are in violation of this policy and all hours worked that day will be forfeited.
- e) You are required to bring an extra change of clothes and all inclement weather gear as may be needed for the day. Going home to change or grab your gear is grounds for forfeiture of all hours worked for the day.

3. **Animals/pets**-It is not appropriate to bring any animal/pet on the construction site at any time. You may not allow for a pet to roam the construction site or remain locked in your vehicle while you are working on the construction site. **DO NOT BRING YOUR ANIMALS/PETS TO THE CONSTRUCTION SITE.** The Construction Supervisor will ask you to leave the construction site if you are in violation of this policy and all hours worked that day will be forfeited.

III – CONSTRUCTION RESPONSIBILITIES

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1. All members, including volunteers, who report to the jobsite must check in with the Construction Supervisor. If a member forgets to check in with Construction Supervisor, hours for the day will be forfeited.
2. Member(s) agree to provide a **MINIMUM of 30 HOURS** of productive labor per week either in person (15 hours minimum per week per Member) or by a designated Volunteer(s) **EVERY WEEK. Members are responsible for all 30 hours.**
3. Member(s) and Volunteer(s) agree to show up on time **EACH** scheduled workday and participate in work in a productive manner, **on all houses**, as assigned by the Construction Supervisor (either the Member or the Member's Volunteer(s) must be present each scheduled workday).
 - a) If Member(s)'s family work hours are 10 hours behind for the total minimum number of hours required at period of construction, that household will receive a written notification called a pink slip which will detail the number of hours they are behind. The household will be required to meet with the Construction Manager to discuss how they plan to make up their delinquent hours.
 - b) **If a household becomes twenty (20) hours behind** for the total minimum number of hours required at that period of construction, no additional materials will be ordered for that Member's house. The Member will be notified in writing of the delinquency by Housing Resources. Upon receipt of the written notification, the Member is required to meet with the Construction Supervisor, within (2) two days of notification to address how they will bring their delinquent hours current. **They will provide written explanation of why they have become delinquent and how they will catch up the hours.** When labor hours are brought current, Housing Resources will again be authorized to purchase materials for their house.
 - c) **If a household becomes thirty (30) hours behind** the total minimum required number of labor hours, all work and associated activities on their house will stop. Notification of the delinquency will be provided to the Member in writing by Housing Resources. At this time, the member is required to meet with the Construction Supervisor **with in two (2) days with a WRITTEN plan to bring labor hours current and**

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an explanation for why the delinquency has occurred. Work may again start on their house when the household is no more than twenty (20) hours delinquent, although no additional materials are to be ordered for their house. When labor hours are brought current, Housing resources will be authorized to again purchase materials.

- d) If a household becomes a habitual offender of being behind in the minimum required number of hours. Member will need to provide a letter of explanation regarding the reasons for the continued issues. The Member will be notified in writing of the habitual offences by Housing Resources. Upon receipt of the written notification, the Member is required to meet with the Construction Supervisor, within (2) two days of notification to address how they will remedy the current issues. No additional materials will be ordered for that Member's house until the member is able to continuously maintain required number of hours for a minimum of 10 days.
- e) If a household becomes sixty (60) hours behind the required number of labor hours, expulsion from the group can occur, in accordance with Termination Procedure.
- f) Members are required to make up the missed hours, even if they are "excused" absences.

- 4. The only persons authorized to order materials shall be designated HRWC personnel. No group members are authorized to order materials.
- 5. Each member agrees individually, and all members agree collectively as a group to work on each other's houses together as a work team as assigned by the HRWC Construction Supervisor.
- 6. Labor hours **do not** include travel time, childcare for Member(s) own family, time away from the job site that is not construction related, or time spent involved in non-productive conversations or activities with others while on site.

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7. Any time off must be pre-approved by the Program Manager. **No Exceptions.**

8. Member(s) may be allowed to accumulate 30 hours to be “banked” and used for emergency purposes and unforeseen circumstances. Members are allowed no more than 30 hours in “banked hours”. Member(s) are only allowed to draw hours from the “banked hours” if the Member(s) first clears it with the Program Manager at HRWC’s main office. The decision will be made based on the nature of the request the request may be denied depending on the current progress of the project.

9. Member(s) may donate any excess hours for the current week to other participating Member(s) with the approval of the Program Manager.

10. Member(s) must attend all group meetings as required and called by the Grantee.

11. Member(s) labor and/or all labor contributed on Member(s) behalf will be subject to the supervision of the Construction Supervisor. **ANY FAMILY MEMBER(S) OR VOLUNTEER(S) DEEMED UNPRODUCTIVE OR DETERMINED TO BE DETRIMENTAL TO THE WORK PROCESS WILL BE DISMISSED AND NOT ALLOWED TO RETURN TO THE JOB SITE FOR THE REMAINDER OF THAT DAY. PERSISTENT VIOLATORS MAY BE BARRED PERMANENTLY.**

12. Grantee will purchase all materials and arrange for all contracted work. The Members are not allowed to contact the subcontractors.

13. Daily work assignments will be made by the Grantee Construction Supervisor.

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14. Construction Materials and Supplies purchased for construction of your home through your construction loan MAY NEVER be removed from the construction site at any time for any reason.

15. HRWC tools MAY NEVER be removed from the construction site at any time for any reason. Tools must be placed in the connex or tool trailer at the end of each construction day and may not be left in the homes at any time unless expressly authorized by the Construction Supervisor.

16. You may bring your own power tools to use during the course of construction. They must be stored neatly in your home or taken with you at the end of each day. **Your personal tools must be marked clearly with your name.** You assume all liability and risk for loss, theft, or damage of said tools. The insurance does not cover loss of personal property due to theft or damage.

17. Each group member agrees individually, and as group agree collectively to work on each other's houses together as a team with tasks as assigned by the Construction Supervisor and Construction Assistant.

18. Member(s) agree to RESPOND to Grantee (HRWC) calls within 24 hours.

IV DISABILITY PROCEEDURES

1. If an adult member of a household becomes verifiably disabled after construction begins, the group agrees to continue to help the family construct its house, subject to the following provisions:
 - a) Disability claims must be verified in writing by a licensed M.D., stating specifically those construction tasks the claimant cannot perform. Tasks not prohibited in writing by the M.D. will be expected to be performed by the

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claimant, as assigned by the Construction Supervisor. Such tasks may or may not have been required prior to the claimed disability, and time worked on these tasks may or may not be included as contributing in their entirety to the required minimum hours to be worked each week by each household member, subject to the discretion of the Construction Supervisor.

- b) The member household claiming disability must provide the Program Manager a written plan stating by whom and when the required work hours will be performed, assuring the household maintains its required weekly work responsibility. All individuals contributing to the disabled homeowners' hours must sign an agreement to work the specified hours. The plan must be approved by a majority vote of the group members.
- c) Action to be taken by the group following death of a household member is to be determined by majority agreement at a meeting of the group and is to include plans for completion of the group member's house. The plan is subject to approval by HRWC prior to enactment.

V- GREVANCE PROCEEDURES

1. Any claim, dispute or question raised by any group member or HRWC, shall be first brought to the attention of the Program Manager, in writing. If it is necessary for a face to face meeting, a meeting will be scheduled and settled at the face to face meeting.
2. If the resolution from the face to face meeting is not acceptable, the following grievance procedure shall be followed:

▪ **Before Construction:**

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- a) If a resolution is not reached, then the written grievance shall be referred to the HRWC's Executive Director.
- **During Construction**
 - b) The grievance should be brought to the attention of the Construction Supervisor within 48 hours. The Construction Supervisor may request a meeting with the participating family to resolve the grievance and the resolution to the grievance will be documented by the Construction Supervisor in his daily work log. If the resolution presented is not satisfactory to the complainant, then he/she shall present, in writing, a new document to the Project Manager detailing why the proposed solution is not acceptable. The Project Manager shall respond, in writing, with his/her solution to the complaint within 48 business hours of receiving grievance document.
 - c) If this solution is not satisfactory to the complainant, then a new document, detailing why the latest resolution is not acceptable shall be submitted to the Executive Director. The Executive Director shall then respond to the complaint with his/her resolution, in writing to the complainant.
 - d) If the resolution is still unacceptable to the complainant(s), The Executive Director will bring the information to the Board of Directors for further review.
 - e) After exhausting all grievance procedures, any claim dispute or question between HRWC and any member or group of members shall be subject to binding arbitration at the choice of any party. In the event either party elect's arbitration, it shall serve notice on the other party or parties, stating their grievance in accordance with Colorado State Law. The cost of the arbitrator may be born equally by all parties to the dispute.
3. HRWC has agreed to provide technical assistance to the group members in construction of their housing. HRWC does not charge group members for this service and in return the group members agree that HRWC shall have no liability for acts and omissions done in good faith. HRWC shall have no liability for consequential or delay damages resulting from any act, omission, breach of contract or negligence.

VI – GENERAL RULES OF THE GROUP

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1. ABSOLUTELY NO person under the age of 16 will be allowed at the construction site during working hours.
2. If it is necessary to switch guardianship and responsibility of caring for minor children, please do so off site. Or meet at the end of Jamison St. near the stop sign.
3. Anyone under 18 years of age is not permitted to use power tools. Anyone 16 and 17 years old will have tasks designated by the Construction Supervisor.
4. Each Member(s) agrees that no Member(s) of the group may hire or pay anyone to perform work in their stead.
5. Member(s) **will be required** to meet once a month on the jobsite for a mandatory group meeting with the Construction Supervisor, this may be a safety meeting or a training meeting. A household that misses more than one meeting without notifying the Construction Supervisor 24 hours in advance may be subject to disciplinary action up to and including termination from the association as outlined in the termination procedures. Member's will be penalized 2 hours if you show up more than 5 minutes late to a safety/training meeting.

****Occasionally, a scheduled meeting may be rescheduled with at least 8 hours advance notice.

6. Each Member(s) is responsible for all materials and contracted work purchased out of their Custodial Bank Account, for benefit of their home, including extra materials and overruns. The Construction Supervisor will allocate all materials, equipment, purchases, and contracted work between the households and this allocation shall be binding on each Member.
7. Participating Member(s) will not be allowed to move into their home until all homes in the group are complete and inspected and approved by Rural Development and authorized by HRWC to move in. This means, **no personal items or additional appliances can be installed or stored on premises.**
8. Construction trailer(s) will only be accessible when the Construction Supervisor(s) are at the job site. ONLY a Construction Supervisor can unlock the trailer.

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9. The tools on site are property of the Grantee and will be used as directed and it is the responsibility of the member to return the tool to the proper location with necessary maintenance preformed and in good working order.
10. Any person caught stealing tools and/or property of the Grantee or another person will be prosecuted.
11. **Member(s) agree to contribute labor for the following tasks, which will be 65% of the work performed on the house and will include but not be limited to:**

Assist with Foundation	Wall Sheathing	Exterior Paint
Install Windows and Doors	Siding & Exterior Trim	Interior Paint
Caulking	Interior Trim	Install Hardware
Set cabinets and tops	Install Fascia & Soffit	Landscape Yard
Install Hurricane Clips	Install Drywall	Assist HVAC installation
Foundation Insulation	Wall/Attic insulation	Assist Rough-in Plumbing

And any other tasks assigned by the Construction Supervisor or HRWC deemed necessary to complete the project.

7. Any supplies or materials that are purchased for the Member('s) house are the responsibility of the participating Member(s). The replacement cost for theft, damage or weather conditions will be the financial responsibility of the participating Member(s).

VII – CUSTODIAL ACCOUNT AND PAYMENT OBLIGATIONS

1. To review requests for payment as submitted by HRWC and to sign invoice packets authorizing payment within two days after notification at the Housing Resources Office. Invoice packets are generally completed once every two weeks. If outstanding bills for materials and labor used to construct the home are not paid, the property is subject to liens in accordance with state law. **Failure to sign invoice packets within 2 days of notification will be grounds for a 2-hour labor loss for the week.**
2. Each Member(s) agrees to place their Rural Development proceeds and other funds into a designated bank account which is managed by the Grantee. Member(s) are required to approve of all labor, materials, contracts, sub-contracts, liens, expenses, taxes and

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other costs incurred for building their house excluding combined community bills, such as trash and porta-toilets. Only Grantee may authorize draws on the Member(s) Rural Development loan account and prepare checks for payment of all costs and charges attributable to construction of the Member's home.

3. Member(s) understand that they will receive a copy of their account register and budget once a month for their review. They are responsible for reviewing the information provided on those documents and if there are any questions, they will need to notify the Grantee.

4. **Member(s) understand that any misuse of funds is a form of fraud against a government agency. Any misuse of funds can result in legal action being taken, up to and including foreclosure and criminal prosecution. Examples of misuse of funds can include but are not limited to, using a check for items not pre-approved with HRWC or falsifying invoices or statements.**

VIII – INSURANCE

1. Member(s) agree to purchase Builders Risk Insurance as required by Rural Development to be in force from the date of loan closing until completion of construction. **Copies of the paid in full receipt and binder of insurance must be presented to HRWC and Rural Development before loan closing.**

2. Member(s) also agree to notify Insurance Company of pending conversion once building is complete. Member(s) agree to provide HRWC with a copy of the new declaration page.

IX – LANDSCAPING PROCEDURE/AGREEMENT

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Landscaping will be required to be in place prior to the final move-in unless extreme weather conditions prohibit the completion of this task. This provision is restricted to landscaping elements that require appropriate weather conditions for completion. All other landscaping elements not effected by weather conditions must be completed. In the situation where weather conditions cause delays, a future date will be scheduled when the remaining work is to be completed at HRWC's discretion

1. Landscaping must include the following basics:
 - a) One (1) deciduous tree with 1 ½ inch caliper trunk placed at least 5' away from the foundation of the house.
 - b) Five (5) deciduous shrubs growing to 18 inches in diameter placed at least 5' away from the foundation of the house.
 - c) Ground cover (i.e. grass, rock, mulch, etc.), covering a minimum of 20' perpendicular from the back of the house and extending from property line to property line for the back yard, full front and both sides of the house. Some type of ground cover must also cover any additional parking areas that the Member(s) has added. Additionally, weed barrier must be installed under any rock or mulch.

***Please note that the above-mentioned landscaping requirements are the basic requirements. Some additional requirements may be added depending on the HOA requirements. More information regarding placement and sizing will be given to the Member(s) during a landscape meeting to be held later in the build process. ***

2. Member(s) agree that if landscaping is not done in the allotted time frame, Grantee may use money left in the Custodial Account to hire a landscaper or landscaping company to finish the required landscaping. This could result in the usage of any or all extra funds left in the Custodial after all construction invoices are paid. If there aren't funds available in Custodial account, landscaping is to be paid by member.

X- LOCK BOX

1. A lock box will be installed on participating Member(s)'s home once exterior doors, including garage doors have been installed.

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2. Building Officials/ HRWC/ Subcontractors will be given lock box codes as needed for inspections and subcontractor work purposes.
3. Lock boxes can be changed anytime HRWC deems appropriate.
4. HRWC determines who will receive codes, which may not include the member(s).

XI – PHOTO RELEASE

***All Members and Volunteers grant Grantee permission to use any photographs, images, audio or video recordings for various promotions and media usage without permission from or compensation to any Member or Volunteer. The Grantee has exclusive rights to any photographs, images, audio or video recordings for various promotions and media materials made prior, during and after the construction process. ***

XII – TERMINATION

1. If for any reason, a Participating Family fails to close the loan, HRWC will automatically remove them from the Program and will notify the Lender and request the substitution of another eligible applicant and this Contract will terminate.
 - a) Upon transfer to another approved applicant, the newly closed Borrower will become Participation Member, abiding by all the rules and regulations of this Contract and work will begin on the rehabilitation of the house.
 - b) HRWC may remove a Borrower that fails to comply with the rules and regulations of this Contract. There is no consideration concerning the stage of completion of the Borrower(s) house under this Article.
2. After determining that a Borrower is to be removed from the Program all expenditures for materials and/or labor for that Borrower's house will immediately be halted until a satisfactory resolution is reached.
3. HRWC will notify the Borrower and the Lender in writing, and the effective date of removal shall be set forth in the Notice letter. The Notice Letter shall be addressed to the Borrower at the address designated below at the signature line.

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4. Removal of a Borrower from the Program results in the loss of any rights under the terms of this Contract and the loss of rehabilitation privileges under the Agencies Self-Help Acquisition Rehabilitation Program and this **ARTICLE XII** will be implemented.
5. After removal from the Program, the Lender will determine the Borrower's rights concerning the rehabilitation of their house.

XIII DROP OUT POLICY

1. HRWC will work with the defaulting Building Group member and the next eligible Self-Help participant for an assumption as it relates to their commitments within the Group Labor Agreement. If this is not achieved, neither HRWC nor any remaining Building Group members will be able to provide any further assistance in the completion of their home or in complying with any loan terms.

XIV NON- WAIVER POLICY

1. No failure of any party to insist upon the strict performance of any provision of this Agreement shall be construed as depriving such party of the right to insist on strict performance of such provision or any other provision in the future. No waiver by any party of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party against whom such waiver is alleged.
 - a) Captions and Construction. The captions in this Agreement are for the convenience of the reader and are not to be considered in the interpretation of its terms.
 - b) Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and

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provision of this Agreement shall be valid and be enforced as written to the fullest extent permitted by law.

- c) The laws of the State of Colorado shall govern this Agreement;

Remedies Cumulative. The specified remedies to which any party may resort under the terms of this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which such party may lawfully be entitled in case of any breach or threatened breach of any provision of this Agreement.

XV– SUBCONTRACTORS, VENDORS, SUPPLIERS

1. Member(s) agrees to utilize the various Venders/Suppliers, selected by HRWC (Grantee). Member(s) agrees that HRWC (Grantee), in performing its role as Mutual Self-Help facilitator/agent, has performed due diligence in selecting Subcontractors, Vendors and Suppliers in an un-biased manner with emphasis placed on securing licensed, insured and bonded Subcontractors, Vendors and Suppliers capable of providing high quality work, service and materials at a competitive price. Inspection of the bidding process and Subcontractor License and Insurance documents will be available for Member(s) review at the HRWC (Grantee) offices. Member(s) agree to enter into Subcontract Agreement for Building Construction by Member(s) signature on separate, Subcontractor Agreement for Building Construction document. Member(s) agree that all scheduling of Subcontractors, Vendors and Suppliers will be performed by HRWC (Grantee) Construction Supervisors only. Any questions or concerns about Subcontractors, Vendors or Suppliers work/performance should be directed to the Mutual Self-Help Program Manager. The Mutual Self-Help Program Manager will address the concerns with the Subcontractor(s), Vendor(s) and/or Supplier(s) and Member(s) as requested.

2. Member(s) are welcome to attend and review the bidding process for Subcontractors, capable of providing high quality work, service and materials at a competitive price. Inspection of the Subcontractor License and Insurance documents will be available for Member(s) review at the HRWC (Grantee) offices. Member(s) agree to enter into

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Subcontract Agreement for Building Construction by Member(s) signature on separate,
Subcontractor Agreement for Building Construction document.

YOU ARE STRONGLY ENCOURAGED TO CONSULT WITH AN ATTORNEY OF YOUR CHOOSING REGARDING THIS AGREEMENT AND ALL OTHER AGREEMENTS, RULES AND REQUIREMENTS ASSOCIATED WITH THIS PROGRAM AND YOUR PARTICIPATION IN THE MUTUAL SELF-HELP PROGRAM.

We the undersigned understand and agree to abide by the terms of this agreement, the financial terms and the required construction tasks. As a Member, I agree that I am responsible for members of my family and all volunteers.

(Grantee Representative)

(Member(s) Applicant)

(Title)

(Member(s) Co-Applicant)

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(Date)

(Date)

(Designated Volunteer(s))

(Date)

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