# Written Agreement

# Homeowner Rehabilitation Implementation Tool #3

**Description:** To be signed by the grantee and the homeowner prior to receiving assistance. As part of the *Disaster Recovery Homeowner Rehab Program Design Toolkit*, the homeowner rehabilitation written agreement should spell out program requirements in addition to the homeowner’s responsibilities and be signed by the grantee and the homeowner prior to receiving assistance. Depending on local goals and disaster recovery policy objectives, the agreement may include requirements that incentivize participants to retain ownership of their rehabbed home and live there as an owner-occupant for an extended period of time.

**Modification of Source Documents Provided by:** State of Texas, General Land Office

**Caveat:** This is an informational tool and/or template that should be adapted to each grantee’s specific program design.

**For More Information**

This resource is part of the [*Disaster Recovery Homeowner Rehab Program Design Toolkit*](https://www.onecpd.info/resource/2855/disaster-recovery-homeowner-rehabilitation-program-toolkit). View all of the Disaster Recovery Toolkits here: <https://www.onecpd.info/resource/2853/cdbg-dr-toolkits>.

For additional information about disaster recovery programs, please see your HUD representative.

This is not an official HUD document and has not been reviewed by HUD counsel. It is provided for informational purposes only. Any binding agreement should be reviewed by attorneys for the parties to the agreement and must conform to state and local laws.

U.S. Department of Housing and Urban Development

Community Planning and Development, Disaster Recovery and Special Issues Division

**WRITTEN AGREEMENT**

## Agreement

**Whereas**, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Homeowner”) is receiving Community Development Block Grant Disaster Recovery (CDBG-DR) Program financial assistance from <*insert grantee name*> (“Grantee”) in the amount of $ \_\_ to provide funding to rehabilitate home located at <*insert address*> in compliance with <*insert City name*> building codes.

**Now, therefore,** the Grantee has an option to recoup assistance used on the above described property upon the terms, conditions and contingencies herein set forth.

**Owner Occupancy**

Homeowner agrees that if during the <*insert occupancy period*> the Homeowner uses the property as (1) an investment property or (2) the Homeowner uses the Property as a recreational house or “second” home, then the Grantee may require immediate payment in full of the entire loan amount provided by the Grantee.[[1]](#footnote-1)

Homeowner agrees that if during the <*insert occupancy period>* he/she/they sell part or all of the property without Grantee’s prior written consent then the Grantee may require payment in full the amount of the loan outstanding at time of sale.

**Insurance Proceeds and Federal Benefits**

Homeowner agrees that if he/she receives further insurance proceeds and/or federal benefits for rehabilitation, repairs or reconstruction to their primary residence in connection with <*insert disaster event*>, the homeowner will report receiving benefits by emailing <*insert email address*> or calling <*insert phone number*> within one (1) month of receipt of additional proceeds and/or benefits. If homeowner fails to report additional insurance proceeds and/or federal benefits, then Grantee may require immediate repayment in full of the entire loan amount provided by the Grantee.

**Income Eligibility**

Homeowner certifies that he/she has provided complete, accurate, and current information regarding household income to demonstrate Homeowner’s eligibility to receive CDBG funds.

**Enforcement**

The Homeowner and the grantee acknowledge that the grantee has the right and responsibility to enforce this agreement.

**Whereas**, if the Homeowner does not violate any of the terms listed in this agreement, then this agreement will be considered pad in full on theof and the Note will be released.

**IN WITNESS WHEREOF**, the undersigned homeowner(s) has/have affixed his/her signature(s) and seal(s) this  **day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

igned, sealed and delivered in the presence of:

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

**Witness** **Borrower**

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**Notary Public** **Borrower**

**Commission Expiration Date**:

## Attachment[[2]](#footnote-2)

### Award Calculation, including documentation of Duplication of Benefits

### Scope of Work

1. Note to CDBG-DR Grantee: The term herewith in requires a payment in full if the homeowner does not comply with the residency requirement. A grantee may consider a repayment scale which forgives a portion of the assistance over a period of time. [↑](#footnote-ref-1)
2. Note to CDBG-DR Grantee: Each grantee will devise its own methodology for calculating a participant’s award and for developing a scope of work. Thus, these two attachments are merely illustrative of additional documents that the Written Agreement should have as attachments, or at a minimum reference. [↑](#footnote-ref-2)