



**HOME RESOURCES**

**SERVICE AGREEMENT**

I (We) have applied for a loan or lending services through NeighborWorks® Home Resources (NWHHR) and / or have applied for construction assistance from NWHHR. In connection with this loan, if granted, or in connection with NWHHR construction services, I understand that NWHHR will be inspecting my (our) property and to some extent acting as a technical assistant and consultant in the repair, rehabilitation or purchase of the property, which is located at:

**OWNER'S RESPONSIBILITIES:** I (We) understand that notwithstanding the services NWHHR provides, it is my (our) responsibility to approve specifications, review the proposals and select a contractor, subject to NWHHR program guidelines, to sign the contracts, change orders and final closeout document. I (we) further understand that all owner's contributions will be held in escrow by NWHHR pursuant to a separate Escrow Agreement. Escrow funds will be subject to my (our) and NWHHR's authorization, an/or a private lender's authorization.

**NWHHR'S ROLE:** By reason of the expertise of NWHHR in repairs, rehabilitation, and construction management. I (we) understand that employees of NWHHR may from time to time make suggestions to me regarding the progress of the work, and that NWHHR will charge a fee for these technical services, and I (we) will pay charges normally associated with borrowing, such as interest service charges, credit report, title changes, recording fees and the like made by the lender, if applicable to the program guidelines.

I (we) understand that in ordinary repair loans, lenders do not make necessarily work-in-progress inspections, but NWHHR provides these services to me (us) for our protection. However, these services are not a guarantee of any type, and do not make NWHHR responsible for the quality of the work, or responsible for any workman's performance.

I (we) understand that the staff of NWHHR cannot be personally available for all inspections of each segment of the work performed on the construction site and that both NWHHR and its employees, members, officers and directors will reasonably rely on the competence and skill of each individual contractor as is normal in the course of such business negotiations, transactions and execution of the contract.

**NWHHR'S EMERGENCY AUTHORITY:** I (we) authorize the staff of NWHHR to issue emergency orders and/or instructions to the contractor in the event that the Construction Specialist observes work-in-progress and can anticipate that work will be done which will substantially alter the intentions, violate the specifications of the contract or injure the property of the homeowner as set forth in the contract.

Emergency orders and/or instructions can include but are not limited to directions as to work-in-progress and stop work orders. Upon issuance of such orders or instructions, the NWHHR Construction Specialist will contact the general contractor or subcontractor most responsible for the work in question and the homeowner as quickly as possible, and all parties will examine and approve the work in question before it proceeds.

**GENERAL PROVISIONS:** I (we) further agree to hold harmless and indemnify NWHHR and its employees, members, officers and directors in connection with acts performed by them which would reasonably be associated with consultation, technical advice, financial counseling, loan processing, property inspection and other related activities.

I (we) authorize the staff of NWHHR to obtain or provide specific reports such as, personal credit reports, property title and tax searches, building code inspection reports, property appraisals, repair specifications, cost estimates, contractor bids and such other reports which staff deems necessary to perform its functions.

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date