

**CITY OF HATTIESBURG
HOUSING REHABILITATION (25K-)
GRANT AWARD AGREEMENT**

General Terms and Conditions

1. _____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. _____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. _____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary.
4. _____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
5. _____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
6. _____ I agree to attend Homeowner's Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.
7. _____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an elected official of the City of Hattiesburg nor an employee who is responsible for the administration, management and oversight of the program (Community Development Division Staff).
8. _____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **one (1)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
9. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **one (1)** year affordability period.
10. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **five (5)** year affordability period.
11. _____ I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.
12. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
13. _____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.
14. _____ I authorize the city to proceed with preliminary testing, requests for bids, and other required steps necessary in order to proceed with a project, and further understand that costs related to the same shall be added to the total cost of the project under this grant award.

By my signature below I, **Betty Barnes of 222 J.D. Randolph Street**, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the _____ day of _____, 2018.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), Betty Barnes of 222 J.D. Randolph Street, is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of 222 J.D. Randolph Street. The amount of the award shall be the actual cumulative cost of all related preparation and work, including but not limited to: preliminary environmental testing, required abatement work, construction costs, any required legal filing fees, and any change orders/discovery repairs. General construction/rehabilitation/repair costs are not to exceed \$25,000, excluding change orders/discovery repairs necessary to meet building codes and program standards according to the Housing Rehabilitation and Housing Repair Programs Manual Section VIII(E). Other associated costs are in addition to the \$25,000 described for general construction/rehabilitation/repair. Lead and/or Asbestos activities are contracted separately. All actual costs together are subject to any Deed Restrictions and/or affordability period associated with the project.

City of Hattiesburg, Mississippi

By: _____
Toby Barker, Mayor

Date: November 6, 2018

Attest: _____
City Clerk