



Rebuilding Together *Waycross Homeowner Agreement

This agreement and release ("Agreement") is entered into this _____ day of _____, 20__ by and between Rebuilding Together *Waycross ("RT Waycross") and _____ ("Homeowner") (collectively RT *Waycross and Homeowner shall be referred to as the "Parties").

WITNESSETH:

WHEREAS, RT *Waycross is a 501(c)3 nonprofit organization that exists to transform the lives of low-income homeowners by improving the safety and health of their homes and revitalizing their communities;

WHEREAS, RT *Waycross accomplishes its mission by, among other things, using RT *Waycross staff and community volunteers to provide no cost repairs and/or improvements to the homes of qualified homeowner applicants ("RT *Waycross' Services");

WHEREAS, Homeowner has applied for and has been accepted as a qualifying applicant for RT *Waycross' Services; and

WHEREAS, RT *Waycross would like to provide, and Homeowner would like to accept RT *Waycross' Services;

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the mutual receipt of which is hereby acknowledged, the Parties intending to be legally bound do hereby agree as follows:

- 1. Location** – The RT *Waycross' Services contemplated within this Agreement shall be located at _____ (the "Home").
- 2. RT *Waycross' Services** – The RT *Waycross' Services to be performed pursuant to this Agreement shall be limited to those set forth in a Scope of Work ("SOW") in the form of Schedule A. Any changes to the SOW must be set forth in writing and signed by an authorized representative of RT *Waycross and Homeowner. To be clear, services that may have been previously identified as desirable by Homeowner, but that are not included within RT *Waycross' approval and SOW will not be completed.
- 3. Scope of Agreement** – This Agreement is comprised of the terms and conditions set forth herein and the properly executed SOW and any amendments thereto.

4. **Consideration** - In consideration for RT *Waycross' Services on the Home, Homeowner hereby gives permission to RT *Waycross staff and volunteers to enter the Home as necessary in order to carry out the RT *Waycross' Services. RT *Waycross agrees to provide Homeowner with reasonable notice of its intentions to access the Home and to work with Homeowner to schedule mutually agreeable times and circumstances for access. Homeowner will not be charged for the RT *Waycross' Services on the Home.
5. **Labor** - The labor for the RT *Waycross Services will be performed by a variety of RT *Waycross paid contractors and sub-contractors, RT *Waycross staff, and skilled and unskilled volunteers who will be supervised by RT *Waycross staff.
6. **Warranty** – RT *Waycross warrants that the RT *Waycross' Services will be in good working order upon completion of the SOW. Any problems with the RT *Waycross' Services must be reported to RT *Waycross within 90 days of the completion of the SOW. RT *Waycross may, at its sole discretion, choose to perform additional work to address the concern. To the extent possible, any manufacturer warranties accompanying materials provided by RT *Waycross shall be passed to Homeowner. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND RT *Waycross SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. RT *Waycross' sole liability for any RT *Waycross Services hereunder is expressly limited to repairing or replacing the RT *Waycross' Services such that they are in good and working order.
7. **Homeowner Obligations** – In exchange for the RT *Waycross Services on the Home, Homeowner hereby agrees as follows:
- a. Homeowner or a designated family member or representative of 18 years or older will be present at the home while the RT *Waycross' Services are being completed (generally between the hours of 7:00 am and 6:00 pm);
 - b. Homeowner and any designated individuals referenced in Paragraph 7(a) will respect all RT *Waycross staff and volunteers without regard to race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age, disability or genetic information;
 - c. Homeowner understands that no alcoholic beverages or non-prescription drugs may be consumed on the premises during the work day(s) and at any time in the presence of RT *Waycross staff and volunteers. Prescription drugs should be secured by the homeowner and kept away from work areas;
 - d. Homeowner agrees to remove or confine all pets from the work area at all times during the work day(s);

- e. Homeowner will remove any firearms and/or dangerous weapons from the house, or ensure that they are properly secured, prior to the workday(s);
- f. Homeowner agrees to secure all personal possessions prior to the workday. Such personal possessions include, but are not limited to dishes, frames, decorations, clothing and family heirlooms. RT *Waycross shall not be responsible for damage to personal possessions that occurs within the scope of performing the RT *Waycross' Services;
- g. Homeowner acknowledges that part of the RT *Waycross' Services may involve removing, discarding or otherwise relocating objects within the Home. RT *Waycross agrees to make every attempt to provide Homeowner with reasonable notice of intentions to remove, discard or relocate such materials, but Homeowner acknowledges that RT *Waycross cannot guarantee such notice. Nevertheless, when reasonably required within the RT *Waycross' Services, Homeowner authorizes RT *Waycross to remove, discard, or relocate objects within the home. Homeowner understands and agrees that this authorization is final and that RT *Waycross will not be able to return the objects at a later date and will not be held liable for their value or disposition.
- h. Homeowner will make every effort within their physical ability to provide access to areas of the home receiving repairs listed on the SOW. This includes relocating belongings, furniture and/or other barriers to the physical spaces and rooms of the home. If adequate access is not provided, RT Waycross has the discretion to terminate performance of all or some the RT *Waycross' Services on the Home;
- i. Homeowner understands that if Homeowner or any individual designated in Paragraph 7(a) disrupts completion of RT *Waycross' Services, refuses to help, or leaves the site during the work day, RT *Waycross has the discretion to terminate performance of the RT *Waycross' Services on the Home; In the event that RT *Waycross or its designees asks Homeowner to have an individual leave the premises while RT *Waycross' Services are being performed, Homeowner shall comply with such request and escort the individual from the Home;
- j. Any communications or concerns of Homeowner shall be directed to the Client Relations Staff _____ at Phone # _____ Ext: _____ or Project Manager as identified on the SOW and here as: _____ at Phone #: _____ ext: _____

Homeowner acknowledges and understands that violation of any of the covenants set forth within this Agreement Paragraph 7 may, at the sole discretion of RT *Waycross, result in immediate termination of the SOW with no liability to RT *Waycross, and RT *Waycross will not perform or complete the RT *Waycross' Services on the Home.

8. **Safety** - Homeowner understands and acknowledges that if the labor referred to in Paragraph 5, including but not limited to volunteers or RT *Waycross staff are, for any reason, placed in an unsafe work environment, that RT *Waycross may terminate the SOW with no liability to RT *Waycross, and RT *Waycross will not perform or complete the RT *Waycross' Services on the Home.

9. **Liability Waiver**— Homeowner agrees that neither I, nor my assignees, heirs, Guardians, or legal representatives shall make any claim or demand against RT *Waycross, or its Employees, officers, or directors; any supplier of materials or equipment; any volunteer worker; or any other individual or organization participating in the RT *Waycross' Services on the Home.

HOMEOWNER SPECIFICALLY UNDERSTAND AND AGREES THAT UNDER NO CIRCUMSTANCES WILL RT WAYCROSS BE LIABLE TO HOMEOWNER FOR DIRECT, ECONOMIC, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER, AND ANY OTHER LOSS CAUSED BY REASON OF THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT. THIS EXCLUSION IS APPLICABLE TO CLAIMS FOR BREACH OF WARRANTY, TORTIOUS CONDUCT OR ANY OTHER CAUSE OF ACTION.

10. **Severability** - If any section or provision of this Agreement, or its application, is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or application hereof which can be given effect without the invalid or illegal provision or application, and to this end the parties hereto agree that the provisions of this Agreement are and shall be severable.

11. **Choice of Law** - This agreement shall be governed and construed in accordance with the laws of the Georgia.

12. **Force Majeure** - If either party is prevented from performing any of its duties and obligations hereunder (other than duties or obligations with respect to payment) in a timely manner by reason of any act of God, strike, labor dispute, flood, tsunami, act of war or terrorism, or any other reason beyond its reasonable control, such condition shall be deemed to be a valid excuse for delay of performance or for nonperformance of any such duty or obligation for the period during which such condition exists.

NOW THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY, the Parties hereto have set their hands and seals the day and year first above written.

HOMEOWNER:

Homeowner acknowledges that upon completion of services, homeowner must wait ten years before requalifying for services. Month and year of requalification for our services will be communicated to the homeowner at project close-out.

Homeowner acknowledges that he/she has read (or had read to him/her) this Agreement and does thoroughly understand and by signing below do affirm the above.

Please sign one copy to be returned to RT *Waycross and keep one copy for your records. If you have questions, call _____.

Homeowner #1 signature

Print Name #1

Homeowner #2 signature

Print Name #2

Address

City State Zip

____/____/____
Date

REBUILDING TOGETHER *Waycross:

Signature

Name

Title

Date