Homeowner/Contractor 203(k) Certification
Important Notices

Non-Approved Work

ALL WORK TO BE COMPLETED DURING THIS 203(k) PROJECT MUST BE APPROVED BY THE LENDER, _____ .

In connection with the 203(k) loan being processed and administered by_____ certification is hereby made regarding the following:

1. _____ has only authorized the rehabilitation, construction and/or improvements described in the Rehabilitation Loan Agreement.

2. The borrower is not authorized to contract independently for any work beyond the scope of the Rehabilitation Loan Agreement.

3. In the event that the borrower and contractor violate this directive and choose to contract independently for any work beyond the scope of the Rehabilitation Loan Agreement,

_____ will not be responsible to disburse any funds for any additional work nor will we be responsible for any dispute that arises. Additionally the borrower and contractor hereby AGREE TO INDEMNIFY AND HOLD HARMLESS _____ from any loss, liability, damage or costs, including court costs and attorney fees that may be incurred as the result of the contracting for work beyond the scope of the Rehabilitation Loan Agreement, WHETHER CAUSED BY OR CONTRIBUTED TO IN WHOLE OR PART by any action or failure to Act, negligence, breach of contract, or other misconduct on the part of _____ or otherwise.

Binding Arbitration

CLAIMS OR DISPUTES ARE SUBJECT TO BINDING ARBITRATION

Pursuant to Section 6 of the Homeowner/Contractor Agreement, claims or disputes relating to Homeowner/Contractor Agreement or General Provisions will be resolved by the Construction Industry Arbitration Rules of the American Arbitration Association (AAA), unless both parties mutually agree to other methods. The notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with AAA and must be made in reasonable time after the dispute has arisen. The award rendered by the arbitrator(s) will be considered final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Owner Name: _____

Property Address: _____

City: _____ State: _____ Zip: _____

Owner Signature	Date	Contractor Name	
Owner Signature	Date	Contractor Signature	Date
Owner Signature	Date		