



HOMEOWNERS AGREEMENT

TO: Rebuilding Together North Suburban Chicago

FROM:

In consideration of the work, repairs and improvements (the “Work”) to be performed by Rebuilding Together North Suburban Chicago, an Illinois not for profit corporation, its officers, directors, employees, donors, volunteers, agents, contractors and/or assigns (collectively “RT”), the Homeowner(s) as set forth below give permission to RT to enter the home and property at the address given below (the “Home”) on those other days as may be agreed upon as necessary to evaluate the Work requested by Homeowner and in order to perform the Work at the Home as described on Exhibit A hereto or changes thereto agreed upon by the parties in writing.

The Homeowner(s) understand and affirm the following:

- 1) The Homeowner(s) will not be charged for the Work performed.
- 2) The labor will be skilled, semi-skilled and/or unskilled volunteers, and/or skilled contractors/tradespersons who are not volunteers.
- 3) None of the Work done is warranted or guaranteed by RT and the Homeowner(s) agrees to accept it on an “as is” condition.
- 4) The Work to be addressed will be that as noted on Exhibit A and will be completed on a best-efforts basis on the last Saturday of April as previously discussed with the Homeowner(s) by RT and/or other day(s) per above.
- 5) All occupants of the Home (are/are not) (circle one) vaccinated with a COVID-19 vaccine. If not please explain which occupants are not: _____
- 6) If RT in its discretion asks/needs to enter the Home, the Homeowner(s) will provide access and will remove themselves to outside of the Home or into another room away from the Work area, and will socially distance at all times. Further, the Homeowner agrees to notify RT if you or anyone in the Home have had a body temperature of 100.4 degrees or higher during the previous 14 days or have suffered any symptoms of the COVID-19 virus, the flu, or the common cold.
- 7) Homeowner acknowledges that part of the RT Works may involve removing, discarding or otherwise relocating objects within the Home. RT 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 cannot guarantee such notice. Nevertheless, when reasonably required within the RT Work, Homeowner authorizes RT to remove, discard, or relocate objects within the home. Homeowner understands and agrees that this authorization is final and that RT will not be able to return the objects at a later date and will not be held liable for their value or disposition.

Any problems with the RT Work must be reported to RT within 90 days of the completion of the Work. RT may, at its sole discretion, choose to perform additional work to address the problem. To the extent possible, any manufacturer warranties accompanying materials provided by RT shall be passed to Homeowner. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND RT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. RT’s sole liability for any RT Work hereunder is expressly limited to repairing or replacing the RT Work such that they are in good and working order.

In consideration of the Work, the Homeowner(s) further agree to hold RT, collectively and individually, harmless from any losses, claims and liabilities (“Losses”) arising at any time as a result of the Work, including without limitation, any rights or causes of action resulting from personal injury or death, or damage to the property of the Homeowner(s), directly or indirectly, including without limitation Losses arising from any improperly performed Work or defects in material or workmanship.

HOMEOWNER SPECIFICALLY UNDERSTAND AND AGREES THAT UNDER NO CIRCUMSTANCES WILL RT 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.

The Homeowner(s) grant RT permission to take still and moving photographs, including video pictures of the Home, Homeowner(s) and volunteers and to use such photographs to publicize, in any manner RT deems appropriate, RT’s program.

Homeowner(s) state that Homeowner(s) financial circumstances have not materially changed since the filing of the Application with RT, that a foreclosure is not threatened or pending against the Home and/or that a real estate tax sale is not threatened or pending against the Home, and that Homeowner(s) do not intend to move within two years.

The Homeowner(s) warrant that they are in fact the owners of the Home, that they have the full authority to grant the above-listed authority and warrant that the Homeowner(s) (is) (are) all persons who have an interest in the premises. The Homeowner(s) shall be personally responsible for any damages arising out of any breach of these warranties.

It is this (date) _____ day of (month) _____, (year) _____, read, accepted and agreed.

Address of Home (print)

Homeowner (print name) Signature

Co-owner (print name) Signature

EXHIBIT A

HOMEOWNER ACCEPTANCE

TO: Rebuilding Together North Suburban Chicago

I (We) acknowledge my (our) agreement to have the work, repairs and improvements (the "Work") listed below performed by RT and have thereafter noted our satisfaction with the Work performed on my (our) home without charge by Rebuilding Together North Suburban Chicago as noted by our initials below. I (We) hold Rebuilding Together North Suburban Chicago and its officers, directors, employees, donors, volunteers, agents, contractors, and/or assigns (collectively, "RT"), collectively and individually, In consideration of the Work, the Homeowner(s) further agree to hold RT, collectively and individually, harmless from any losses, claims and liabilities ("Losses") arising at any time as a result of the Work, including without limitation, any rights or causes of action resulting from personal injury or death, or damage to the property of the Homeowner(s), directly or indirectly, including without limitation Losses arising from any improperly performed Work or defects in material or workmanship.

<u>Description of Work:</u>	<u>Completed (Yes/No)/(Initials)</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____

Homeowner (print name)

Signature

Date

Co-owner (print name)

Signature

Date