



Do not use this form until approved by your attorney. Use your normal letterhead

This contract contains legal obligations. Please read each section. If you have any questions, stop the work and consult an attorney. This contract includes a binding arbitration clause that may be enforced by either party. This contract is between the estimator/consultant who countersigns this contract, not with any other third party involved with the project.

The right of Entry: I warrant that my agent or I have made all necessary arrangements for the consultant to enter and survey the property that is the subject of this agreement.

Participation: I have been encouraged to participate in the consulting process and accept responsibility for incomplete information should I elect not to participate in the inspection. My participation shall be at my own risk in the case of falls, injuries, property damage, etc.

The scope of Work: The work to be performed is in two parts. Part one is a feasibility study, which will determine if the project is feasible to do. Part two will be a more detailed estimate of all work needed and or requested. Each piece has associated charges separate of each other; please refer to the fees section of this contract. And or the attached price schedule for a more detailed explanation of all fees.

WHEREAS The client employs the consultant as independent contractors providing estimating/consulting services, expertise and guidance for improvements to an existing structure and future construction at the address listed below. The inspection and estimate are limited to all visible and apparent condition on subject premises. The investigation and assessment specifically do not include any hidden or other unexposed states. Weather conditions restricting the extent of the construction will not result in an additional burden to the Consultant. Any additional services or expenditures necessitated by the weather conditions will occur at the expense of the client.

- I understand that estimating construction projects is an imperfect endeavor, and can be accomplished according to a variety of depths and costs. Accordingly, we will randomly sample some items. I further understand that hidden damages concealed conditions. Public record examinations, building code evaluations, engineering inspection, environmental surveys, and pest inspections are beyond the scope of the standard 203k inspection.
- I accept that certain things sampled randomly and that hidden damages and conditions, public records, codes, engineering, pest, and environmental checks are beyond the scope of the standard estimation.
- Customers who desire more extensive information or reporting, requiring more time or specialized skill, should arrange for those services independently or may contact for those services separately, or via this consultant.

RISK ASSESSMENT: I understand that this work cannot wholly and accurately assess all risks, detect all flaws, predict all occurrences, or make assurances. I accept the risk inherent to this agreement and will not burden consultant/estimator with such uncertainty. I understand that this agreement shall not be constructed to act as a warranty, guarantee, or insurance policy. I will independently purchase such instruments from others should I desire. I waive all claims against consultant/estimator for the lack of more extensive investigation and follow through with a specialist on any problem noted, including confirmation of any cost approximations.

CONSTRUCTION DOCUMENTS: I accept that the services for which I am contracting for herein are no substitute for proper engineering studies. I waive all claims against the estimator/consultant for not completing a more extensive investigation of for failing to follow through with a specialist on any problems noted including but not limited to confirmation of any cost approximations. I further understand that I am slowly responsible for engaging any services suggested by estimator/consultant or his representative.

ARBITRATION: Any controversy or claim arising out of, or relating to this contract, or any breach thereof, shall be settled by binding arbitration by the Rules of the American Arbitration Association. Judgment upon the award may be entered in any court having jurisdiction thereof Property and equipment related to any dispute will be made available for viewing and arbitration purposes.

SEVERABILITY: If an arbitrator or a tribunal determines that any portion of this contract is unenforceable as written or construed, that portion will be severable and the remainder of the contract will be enforced as though the unenforceable provision did not exist.

LIABILITY: In the event of any claim against the Consultant/Estimator, liability shall be limited to the fee paid to the consultant/estimator by the client minus costs expended for computer processing. Repairs or replacement accomplished without consultation with, or notification in writing to the estimator/consultant completely relieves the estimator/consultant and his representatives of any liability arising thereunder.

THIRD PARTY LIABILITY: I request this estimation/consultation for my private use only. I will indemnify and hold harmless the estimator/consultant for any resulting damages should any third party rely on said confidential information.

ATTORNEY'S FEES: If I make any claim against estimator/consultant or his agents individually or jointly for any alleged error, omission, or other act arising out of this contract and fail to prevail in such claim. I will pay all attorney's fees, arbitrator's fees, legal expenses, travel costs, court costs, expert witness expenses, third-party investigation expenses and any other additional cost incurred by estimator/consultant or agent in defense of said claim

FEES: The Fee for the feasibility study shall be \$200.00 The prices for the work write-up are outlined in the fee schedule as are other associated costs. Please refer to the fee schedule below for the scheduled fee information. The undersigned understands the charges stated in this contract and the fee schedule below and further agrees to pay the final amount. **The consultant is authorized to submit any unpaid balance to Escrow or the lender for payment at closing.**

I have received and understand the attached fee schedule

COMPENSATION: It is possible that the purchase of the property for which the estimate performed may not go to closing. Often Consultant is compensated from your loan at closing for some of all expenses incurred under this contract; these expenses are not refundable from the estimator/consultant.

I certify that I have carefully read this contract, signed my initials where indicated and agree to be bound by all provisions and clauses contained herein.

Client: _____ Date: _____

Estimator/Consultant: _____ Date: _____

Address where work performed: City State Zip _____

Consultants Fee Schedule
Based on the Amount of Rehabilitation work required

| Amount of Rehab Work | Consultants Fee |
|------------------------|-----------------|
| \$5,001 - 7,500 | \$400.00 |
| \$7,501 - 15,000 | \$500.00 |
| \$15,001 - 30,000 | \$600.00 |
| \$30,001 - 50,000 | \$700.00 |
| \$50,000 - 75,000 | \$800.00 |
| \$75,001 - 100,000 | \$900.00 |
| \$100,000 to HUD Limit | \$1,000.00 |

Rev12/99

Rehabilitation Loan Permit Certification

(To be completed by local municipality or HUD Consultant)

Property: _____ Applicant(s): _____
 _____ Loan #: _____

Rehab Type: Full 203K Streamline 203k Fnma Homestyle Other
 Municipality Type: County Town City Village Other _____

Name of Municipality: Phone No: (_____)

Refinance Borrower(s) must provide written evidence, prior to closing, from local municipality (county/city/town/village, etc.) that they have applied for (and when possible, been granted) permits for all work items listed in their 203K plan which require permits

Purchase Borrower does not own subject property yet, but must validate, prior to closing, with local municipality (county / city/town/village, etc.) which permits (if any) will be required for all work items listed in their 203K plan.

ATTN: BUILDING DEPARTMENT/INSPECTOR:

The property listed above is subject to renovations. Lending guidelines require that all necessary permits and inspections be obtained from local municipality authorities. *Please review the attached plans & specifications to determine if any permits are required for the outlined work. Please indicate below which permits/inspections will be required, or if already issued.*

| CONTRACTOR NAME | ANTICIPATED WORK (General Description) | APPROX. COST |
|-----------------|--|--------------|
| | | |
| | | |
| | | |

-Please use the back of this form to include additional information-

| MUNICIPALITY TO COMPLETE | | | |
|--------------------------|------------------|----------------------|------------------------|
| PERMIT TYPE: | PERMIT REQUIRED? | INSPECTION REQUIRED? | COST OF EACH? (if any) |
| GENERAL BLDG PERMIT | Y / N | Y / N | \$ |
| HVAC | Y / N | Y / N | \$ |
| ROOFING | Y / N | Y / N | \$ |
| ELECTRICAL | Y / N | Y / N | \$ |
| PLUMBING | Y / N | Y / N | \$ |
| OTHER | Y / N | Y / N | \$ |
| NO PERMITS REQUIRED | Y / N | Y / N | \$ |

| FOR INTERNAL M&T USE ONLY | | |
|---------------------------|---|--|
| Financed into Loan Amt? | Permit obtained by customer prior to closing? | Permit to be obtained/coordinated by Draw Dept.? |
| | | |
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| | | |
| | | |
| | | |
| | | |

Signature: _____ Date: _____
 203K Consultant* ID # _____ (*By Signing, HUD Consultant certifies that s/he has verified the above information w/the municipality)
 City/Town/County Bldg Inspector/Code Enforcement Officer

Borrower Acknowledgment/Notice to Mortgage Applicant: You must take this form to your local municipality to be completed, or your HUD 203k Consultant, if applicable. *Integrity Mortgage Group will not permit the scheduling of your closing without verification of required permits, for refinance or purchase transactions.*

Borrower(s) SELECT ONE: I DO / I DO NOT request the sum of all permits to be financed into my 203k Rehabilitation Escrow.

 Borrower Signature

 Date

 Borrower Signature

 Date