

# SAMPLE



HOUSING AUTHORITY  
OF  
THURSTON COUNTY

503 West 4th Avenue • Olympia, Washington 98501 • Phone (360) 753-8292 • Fax (360) 586-0038

## Owners Agreement to Participate

**Owner(s):**

**Job No.:**

**Address:**

**Legal Description:**

(legal description)

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WHEREAS said Owner(s) have applied for and want to receive a loan from the Housing Rehabilitation Program for the rehabilitation of the property listed at the above address and legal description, and

WHEREAS said Owner(s) agree to accept the Housing Rehabilitation Program loan under the terms and conditions of the Promissory Note, Deed of Trust, Construction Contract, and other program requirements as stated herein.

Now, Therefore, the Owner(s) Agree to the Following:

- 1) ALLOW THE STAFF of the Housing Rehabilitation Program to enter the property to make inspections, determine needed repairs, photograph the premises, and assure compliance with the Construction Contract.
- 2) ALLOW THE CONTRACTOR reasonable access to the property to undertake the rehabilitation work and complete the requirements of the Construction Contract.
- 3) ALLOW THE CONTRACTOR to utilize existing electrical, water, and sewer facilities, without cost, as needed for the completion of the rehabilitation work.
- 4) COOPERATE WITH THE CONTRACTOR in arranging for undertaking the rehabilitation work.

- 5) REMOVE ALL PERSONAL AND HOUSEHOLD ITEMS including furniture, clothing, equipment, or other articles from areas where the contractor will be working.
- 6) AUTHORIZE WRITTEN CHANGE ORDERS in a timely manner as needed during the construction process.
- 7) COOPERATE WITH STAFF of the Housing Rehabilitation Program and the Towns to insure an appropriate response to program requirements.
- 8) CONTACT STAFF of the Housing Rehabilitation Program to resolve issues that may arise in working with the contractor or building official or other related persons to the program.
- 9) EXECUTE AN INSTALLMENT NOTE AND DEED OF TRUST and other appropriate legal documents to secure the loan for repair of the Property.
- 10) MAINTAIN GOOD AND SUFFICIENT TITLE and interest in property to secure the loan. This shall include the timely payment of all property taxes.
- 11) MAINTAIN HOMEOWNERS HAZARD AND FIRE INSURANCE on the property in the amount of the appraised value of the property prior, during and upon completion of the rehabilitation improvement. Owner(s) shall maintain said insurance for the full improved value of the property until the loan is fully repaid.
- 12) AGREE TO COMPLETE ACCEPTANCE FORMS upon completion of all repairs and rehabilitation work as per Construction Contract terms.
- 13) CONDITIONS UNDER WHICH THE LOAN may, at Lenders option, become payable in full or scheduled for monthly installment payments are as follows:
  - a) Property is sold by operation of law or otherwise.
  - b) Title is transferred to another party or passed down to heirs.
  - c) Use of property by owner changes from residential to commercial.
  - d) Property is rented or leased.
  - e) Property is unoccupied for a period exceeding One Hundred Twenty (120) days.
  - f) Owner fails to comply with all conditions and requirements as specified in the OWNERS AGREEMENT TO PARTICIPATE.
- 14) RECIPIENTS OF DEFERRED LOANS are encouraged to make payments on the loan as they are able to reduce the principal. All repayment funds received by the Housing Authority will be recycled back into your community to rehabilitate other properties.
- 15) REPORT ANY CHANGES IN INCOME that may effect your eligibility. If your income increased significantly and you are receiving a deferred loan, you may be scheduled to make monthly installment payments. If your income decreases significantly and you are currently required to make monthly installment payment, you may be eligible for a deferral of the balance of your loan.
- 16) MAINTAIN PROPERTY to acceptable community standards, including the removal of all junk and trash from the premises.
- 17) IN ACCORDANCE WITH THESE ITEMS, and other requirements as specified in the Housing Rehabilitation Program, THE OWNER(S) COVENANT, AND AGREE TO AND DO HEREBY: indemnify and hold harmless and defend the Housing Authority of Thurston County, the City of Lacey, Thurston County, Washington State and the United States Department of Housing and Urban Development, their agents, departments or employees from and against any and all claims for injuries or damages to

persons or property of whatsoever kind or character, whether real or asserted, arising out of this agreement of the work to be performed hereunder.

18) THIS AGREEMENT shall remain in effect until said loan has been fully repaid and satisfied in full.

Owner(s): \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

State of Washington  
County Thurston

BE IT RECORDED, that on this \_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned Notary Public in and for said county and state, personally appeared within named owner(s):

known to me to be the same individuals described herein and who executed this agreement freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the date and year last written.

**SAMPLE**

\_\_\_\_\_  
Notary Public in and for State of Washington

\_\_\_\_\_  
Residing at: