



**MERRIMACK MORTGAGE**

A  HARBORONE COMPANY  
Bank

## NHHFA FHA 203K LIMITED SUBMISSION CHECKLIST

Borrower(s) \_\_\_\_\_ MMC Loan # \_\_\_\_\_

Property Address: \_\_\_\_\_

### **Minimum Required Documentation at Submission:**

#### **Documents requiring signatures by borrower(s) and/or contractor(s):**

- \_\_\_ Contract Proposal breaking down labor and material, itemizing the work to be done in detail.  
Must reference the property address and the Borrower by name. Must not conflict with any of the terms of the FHA Homeowner/Contractor Agreement. Must identify the contractor by name and include contractor's address, phone # and email address.
- \_\_\_ NHHFA 203K Homeowner/Contractor Agreement
- \_\_\_ Contractor's Profile Report - make sure all reference names/phone numbers are legible and if a business name is provided make sure a contact name is listed.  
All references will be checked and verified.
- \_\_\_ NHHFA Notice to Contractor (Contractor Signature only - Rev 1/28/16)  
name(s) and property address (required for all sub contractors as well).
- \_\_\_ NHHFA Contractors Request for 50% disbursement at closing

#### **Additional Required Documents**

- \_\_\_ Maximum Mortgage Worksheet - specific to transaction (prepared by lender)
- \_\_\_ W9 completed and signed by contractor(s)
- \_\_\_ Current license for Contractor (and all sub contractors)
- \_\_\_ Contractors liability insurance with minimum coverage of \$500,000 listing borrower(s)

I acknowledge that all the above minimum requirements for submission to underwriting have been met.

\_\_\_\_\_  
Loan Officer/Processor

\_\_\_\_\_  
Date

*Updated 1/28/16*



**New Hampshire Housing/FHA 203ks  
Contractor Approval Worksheet**

Borrower: \_\_\_\_\_ Lender #: \_\_\_\_\_

Co-Borrower: \_\_\_\_\_

Property Address: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

Contractor Phone Number: \_\_\_\_\_

**Required Documentation:**

- Contract for work to be done, signed by all parties
- Proof of active liability insurance
- Copy of current licenses (if required)
- One customer and one credit references. Please complete section below.
- Tax ID number \_\_\_\_\_

**References:**

**1. Customer Reference**

Customer: \_\_\_\_\_ Account #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Verified with: \_\_\_\_\_ On: \_\_\_\_\_

Comments: \_\_\_\_\_

Lender signature: \_\_\_\_\_

**2. Credit Reference**

Customer: \_\_\_\_\_ Account #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Verified with: \_\_\_\_\_ On: \_\_\_\_\_

Comments: \_\_\_\_\_

Lender signature: \_\_\_\_\_

**HOMEOWNER/CONTRACTOR AGREEMENT**  
New Hampshire Housing - FHA 203ks Rehab Program

Owner's Name(s): \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone Work: \_\_\_\_\_ Home: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ St: \_\_\_\_\_ Z/C: \_\_\_\_\_  
Telephone Work: \_\_\_\_\_ Cell: \_\_\_\_\_

---

THIS AGREEMENT (three pages) made this date, \_\_\_\_\_, between the above mentioned Homeowner (Owner) and Contractor, is for the rehabilitation of the property located at \_\_\_\_\_ . If Owner's application for financing through New Hampshire Housing's FHA 203ks Rehab program is approved, Owner shall pay Contractor the sum of \$\_\_\_\_\_ for completion of the work, including all sales tax due by law, together with such increases or decreases in the contract price as may be approved in writing by New Hampshire Housing (Lender). The work will begin within 30 days of loan closing with the Lender and will be completed no later than 60 days from date of loan closing, \_\_\_\_\_ unless delayed beyond the Contractor's control. The General Provisions listed below are made a part of this Agreement.

1. Contract Documents: This Agreement includes all general provisions, special provisions and architectural exhibits that were accepted by the lender. Work not covered by this agreement will not be required unless it is required by reasonable inference as being necessary to produce the intended result. By executing this Agreement, the contractor represents that he/she has visited the site and understands local conditions, including state and local building regulations and conditions under which the work is to be performed.
2. Owner: Unless otherwise provided for in the Agreement, the owner will secure and pay for necessary easements, exceptions from zoning requirements, or other actions which must precede the approval of a permit for this project. If owner fails to do so then the contract is void. If the contractor fails to correct defective work or persistently fails to carry out the work in accordance with the agreement or general provisions, the owner may order the contractor in writing to stop such work, or a part of the work, until the cause for the order has been eliminated.

Owners Initials: \_\_\_\_\_

Contractor's Initials: \_\_\_\_\_

-Continued on Page Two-

3. Contractor: The contractor will supervise and direct the work and the work of all subcontractors. He/she will use the best skill and attention and will be solely responsible for all construction methods and materials and for coordinating all portions of the work. Unless otherwise specified in the Agreement, the contractor will provide for and/or pay for all labor, materials, equipment, tools, machinery, transportation, and other goods, facilities, and services necessary for the proper execution and completion of the work. The contractor will maintain order and discipline among employees and will not assign anyone unfit for the task. The contractor warrants to the owner that all materials and equipment incorporated are new and that all work will be of good quality and free of defects or faults. The contractor will pay all sales, use and other taxes related to the work and will secure and pay for building permits and/or other permits, fees, inspections and licenses necessary for the completion of the work unless otherwise specified in the Agreement. The contractor will indemnify and hold harmless the owner from and against all claims, damages, losses, expenses, legal fees or other costs arising or resulting from the contractor(s) performance of the work or provisions of this section. The contractor will comply with all rules, regulations, laws, ordinances and orders of any public authority or HUD inspector bearing on the performance of the work. The contractor is responsible for, and indemnifies the Owner against, acts and omissions of employees, subcontractors and their employees, or others performing the work under this Agreement with the contractor. The contractor will provide shop drawings, samples, product data or other information provided for in this Agreement, where necessary.
4. Subcontractor: Selected by the contractor, except that the contractor will not employ any subcontractor to whom the owner may have a reasonable objection, nor will the contractor be required by the owner to employ any subcontractor to whom the contractor has a reasonable objection.
5. Work by Owner or Other Contractor: The owner reserves the right to perform work related to the project, but which is not a part of this Agreement, and to award separate contracts in connection with other portions of the project not detailed in this Agreement. All contractors and subcontractors will be afforded reasonable opportunity for the storage of materials and equipment by the owner and by each other. Any costs arising by defective or ill-timed work will be borne by the responsible party.
6. Binding Arbitration: Claims or disputes relating to the 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 this Agreement and with the AAA and must be made in a 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.
7. Cleanup and Trash Removal: The contractor will keep the owner's residence free from waste or rubbish resulting from the work. All waste, rubbish, tools, construction materials, and machinery will be removed promptly after completion of the work by the contractor.
8. Time: With respect to the scheduled completion of the work, time is of the essence. If the contractor is delayed at anytime in the progress of the work by change orders, fire, labor disputes, acts of God or other causes beyond the contractor's control, the completion schedule for the work or affected parts of the work may be extended by the same amount of time caused by the delay. The contractor must begin work no later than 30 days after loan closing and will not cease work for more than 30 consecutive days.
9. Payments and Completion: Payments may be withheld because of (1) defective work not remedied; (2) failure of contractor to make proper payments to subcontractors, workers, or suppliers; (3) persistent failure to carry out work in acceptance with this Agreement or these general conditions, or (4) legal claims. Final payment will be due after complete release of any and all liens arising out of the contract or submission of receipts or other evidence of payment covering all subcontractors or suppliers who could file such a lien. The contractor agrees to indemnify the Owner against such liens and will refund all monies including costs and reasonable attorney's fees paid by the owner in discharging the liens. A 10 percent holdback is required by the lender to assure the work has been properly completed and there are no liens against the property.

Owners Initials: \_\_\_\_\_

Contractor's Initials: \_\_\_\_\_

-Continued on Page Three-

10. Protection of Property and Persons: The contractor is responsible for initiating, maintaining, and supervising all necessary or required safety programs. The contractor must comply with all applicable laws, regulations, ordinances, orders or laws of federal, state, county or local governments. The contractor will indemnify the owner for all property loss or damage to the owner caused by his/her employees or his/her direct or subcontractors.
11. Insurance: The contractor will purchase and maintain such insurance necessary to protect from claims under workers compensation and from any damage to the owner(s) property resulting from the conduct of this contract.
12. Changes in the Contract: The owner may order changes, additions or modifications without invalidating the contract. Such changes must be in writing and signed by the owner and accepted by the lender. Not all change order requests may be accepted by the lender; therefore, the contractor proceeds at his/her own risk if work is completed without an accepted change order.
13. Correction of Deficiencies: The contractor must correct promptly any work of his/her own or his/her subcontractors found to be defective or not complying with the terms of the contract.
14. Warranty: The contractor will provide a one-year warranty on all labor and materials used in the rehabilitation of the property. This warranty must extend one year from the date of completion of the contract or longer if prescribed by law unless otherwise specified by other terms of this contract. Disputes will be resolved through the Construction Industry Arbitration Rules of the American Arbitration Association.
15. Termination: If the owner fails to make a payment under the terms of this Agreement, through no fault of the contractor, the contractor may, upon ten working days written notice to the owner, and if not satisfied, terminate this Agreement. The owner will be responsible for paying the contractor for all work completed. If the contractor fails or neglects to carry out the terms of the contract, the owner, after ten working days written notice to the contractor, may terminate this Agreement.

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_



---

MMC FHA 203K Limited - NHHFA

Notice to Contractor

---

This loan is in a mortgage program with set program requirements that must be followed.

Up Front Monies: The FHA 203K Limited Loan Program allows two (2) disbursements. The first disbursement of 50% will be released at closing or as soon as permits are obtained (after closing) and disbursement notices have been posted for 48 hours. Final disbursement will be made after work has been completed in a workmanlike fashion. There are no exceptions to this guideline.

Do not complete work unless outlined in the contract.

There will be no funds for changes.

All disbursements will be made by two party checks to the contractor and borrower/homeowner.

All contractors must:

- Complete the enclosed NHHFA/FHA Homeowner/Contractor Agreement
- Provide a copy of your state business license and for all subcontractors, if applicable
- Provide a copy of your insurance binder showing general liability of at least \$500,000 (required for each sub as well). It must include the borrower(s) name(s) and subject property address on binder
- Complete the Contractor Profile form.
- Complete Contractor Request for Disbursement
- Provide signed Contract Proposal broken down by materials and labor matching borrowers Work Plan, signed and dated by all parties.
- Provide complete W9

All work must begin within 30 days of closing and be complete within 6 months.

By signing this form you are acknowledging and agreeing to the above stated items. This notice does not supersede the Homeowner/Contractor Agreement.

---

Contractor's Company Name

---

Contractor's Phone Number

---

Contractor's Signature

---

Print Contractor's Name

Updated 1/28/16

**FHA LIMITED 203K CONTRACTOR  
REQUEST FOR 50% RELEASE AT CLOSING  
(NHHFA LOANS ONLY)**

FHA CASE NO: \_\_\_\_\_

BORROWER(S): \_\_\_\_\_

\_\_\_\_\_

PROPERTY: \_\_\_\_\_

\_\_\_\_\_

The undersigned contractor is requesting release of 50% of the labor and materials repair fund\*\* required to completed the repair/improvements to the above listed subject property at closing for the following reason:

\_\_\_\_\_ I am not willing to defer payment for business purposes

\_\_\_\_\_ Payment represents the cost of materials incurred prior to the work beginning.

Contractor:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

Contractor Phone Number: \_\_\_\_\_

\*\*repair costs for Lead Paint Remediation may not be released up front.

## Identity-of-Interest Certifications

**Borrower's Identity-of-Interest Certification.** The borrower must sign a certification stating the following: "I hereby certify to the Department of Housing and Urban Development (HUD) and (lender), that I/We do not have an identity-of-interest with the seller of the property. I also Certify that I/We do not have a conflict-of-interest with any other party to the transaction, including the realtor, lender, contractor, consultant and/or the appraiser. In addition, I certify that I am not obtaining any source of funds or acting as a "strawbuyer" for another individual, partnership, company or investment club and I/We \_\_\_\_\_ will/will not \_\_\_\_\_ occupy the residence I/We are purchasing or refinancing."

**Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).**

\_\_\_\_\_  
Borrower's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-borrower's Signature

\_\_\_\_\_  
Date

**Consultant's Identity-of-Interest Certification.** All consultants and plan reviewers are required to sign the following certification after preparing/reviewing the work write-up and cost estimate, stating: "I hereby certify that I have carefully inspected this property for compliance with the general acceptability requirements (including health and safety) in Handbook 4905.1. I have required as necessary and reviewed the architectural exhibits, including any applicable engineering and termite reports, and the estimated rehabilitation cost and they are acceptable for the rehabilitation of this property. I have no personal interest, present or prospective, in the property, applicant, or proceeds of the mortgage. I also certify that I have no identity-of-interest or conflict-of-interest with the borrower, seller, lender, realtor, appraiser, plan reviewer, contractor or subcontractor. To the best of my knowledge, I have reported all items requiring correction and that the rehabilitation proposal now meets all HUD requirements for 203(k) Rehabilitation Mortgage Insurance." **Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C 1001, 1010, 1012; 31 U.S.C 3729, 3802).**

\_\_\_\_\_  
Consultant/Plan Reviewer's Signature

\_\_\_\_\_  
Date



# Rehabilitation Loan Permit Certification

(TO BE COMPLETED BY LOCAL MUNICIPALITY/BUILDING DEPT/ETC.)

<input type="checkbox"/> <b>Refinance:</b> Provide evidence that all required permits have been obtained, prior to closing. If not obtained, proof of application for same is required.	<input type="checkbox"/> <b>Purchase:</b> Borrower does not own subject property yet, but must <u>validate</u> , prior to closing, which permits are required, cost of permits, turn time to issue them, and if there are any open violations on property.
---	--

- Notice to Mortgage Applicant: You must take this form to your local municipality to be completed, if your rehab requires permits.**
- ✓ Lender will not permit the scheduling of your closing without verification of required permits, for refinance or purchase transactions.
  - ✓ For refinances, you must apply for and obtain your permit **PRIOR TO LOAN CLOSING**, or document that your local office has a delay in issuing
  - ✓ After Closing, work may not begin until permits are issued. Draw money will not be released until required permits are provided to the Lender. If your municipality delays issuing the permit(s), your contractor may be delayed in starting work.
  - ✓ **Regardless of permit delays, the project must still be completed within six (6) months of your closing date.**
  - ✓ Be certain to decide and confirm whether you, as the homeowner, or your Contractor(s) will obtain the permit(s).
  - ✓ Report any delays or problems to your lender immediately

<b>Property Address:</b>		
<b>Applicant Name(s):</b>		Loan #:
<b>BORROWER TO COMPLETE (attach estimates if possible):</b>		
CONTRACTOR NAME	ANTICIPATED WORK (General Description)	APPROX. COST

**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 fill in the requested information below, and 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, and please use the back of this form or attachments to include additional information.*

* MUNICIPALITY TO COMPLETE *					
Name of Municipality:				Ph #:	
Municipality Type: <input type="checkbox"/> County <input type="checkbox"/> Town <input type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Other _____					
Are there any violations currently <b>OPEN</b> against the subject property? <input type="checkbox"/> No <input type="checkbox"/> Yes (please attach description/cost to cure)					
What is your current Turn-Time to issue permits?					
PERMIT TYPE:	PERMIT REQUIRED?	INSPECTION REQUIRED?	LICENSE REQUIRED?	COST OF PERMIT? (if any)	COMMENTS/NOTES
GENERAL BLDG PERMIT	Y / N	Y / N	Y / N	\$	
HVAC	Y / N	Y / N	Y / N	\$	
ROOFING	Y / N	Y / N	Y / N	\$	
ELECTRICAL	Y / N	Y / N	Y / N	\$	
PLUMBING	Y / N	Y / N	Y / N	\$	
OTHER	Y / N	Y / N	Y / N	\$	
NO PERMITS REQUIRED	Y / N	Y / N	Y / N	\$	
NAME & TITLE OF PERSON COMPLETING THIS SECTION:					

**CERTIFICATION:**

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Municipal Employee     Lender Employee     HUD Consultant ID # \_\_\_\_\_

If HUD Consultant or Lender Employee is completing this form, they must answer all of the above questions, and their signature above attests that they have confirmed the answers provided directly with the local municipality, and assume all liability for misinformation.

BORROWER ACKNOWLEDGEMENT REQUIRED	
<b>SELECT ONE:</b> <input type="checkbox"/> I DO    / <input type="checkbox"/> I DO NOT    request the sum of all permits to be financed into my Rehabilitation Escrow	
Borrower Signature	Date:
Borrower Signature	Date:

