

**CITY OF BULLHEAD CITY  
REHABILITATION CONTRACT  
Owner/City**

THIS AGREEMENT made this XX day of Month, Year by and between the CITY OF BULLHEAD CITY, a body politics and corporate of the State of Arizona, hereinafter called CITY, and Homeowner's Name, hereinafter called OWNER(S) of record, deed or title recorded with Mohave County in the name(s) of OWNER(S).

WITNESSETH

WHEREAS, there exists in the City of Bullhead City a shortage of decent, safe and sanitary low-cost housing; and

WHEREAS, the City of Bullhead City has a Housing Rehabilitation Program, hereinafter called the PROGRAM, for the purpose of a rehabilitating and maintaining the existing housing stock in the City of Bullhead City; and

WHEREAS, OWNER(S) has been determined to be eligible for assistance under the Housing Rehabilitation Program;

NOW THEREFORE, the parties hereto do hereby agree as follows:

SECTION 1 - TERM:

This Agreement shall be effective as of the XX day of Month, Year and shall remain in full force and effect until completion of repairs and their acceptance by CITY.

SECTION 2 - RESPONSIBILITY OF OWNER(S):

The OWNER(S) shall be responsible for all actions hereinafter set forth and agree(s) to carry out said actions in the manner stipulated herein.

- A. OWNER(S) agree(s) that the CITY shall have final approval authority on all specifications, drawings and bid requirements prepared for the purpose of soliciting bids, and shall have final approval of all contracts awarded.
- B. OWNER(S) will execute such promissory notes, mortgages, liens and other documents as the City may require.

- C. CITY shall represent the OWNER(S) in the control, supervision and direction of the work to be performed under this agreement. Owner shall not hinder construction in progress. A copy of all written communications between the OWNER(S) and the Contractor(s) must be sent to the City of Bullhead City.
- D. CITY shall approve all contracts entered into by OWNER(S) and Contractor(s) for compliance with program. The CITY will inspect all work for workmanship and compliance with above-mentioned contracts.
- E. OWNER(S) will not at any time permit changes in specifications or drawings without first obtaining CITY approval on both the nature and the cost of such changes, to ensure compliance with the Program.
- F. CITY shall have the right at all reasonable times to enter upon the property, identified in Section 4, to observe progress and inspect work to ensure compliance with Codes and Housing Rehabilitation Program.
- G. Upon completion of said work CITY will have authority to make a final inspection, to determine payment to Contractor(s).
- H. OWNER(S) agrees not to discriminate on the basis of sex, age, handicap, race, creed, color, familial status, class, national origin or ancestry on selection of Contractor(s).

The OWNER(S) agree to accept one or more of the following forms of assistance administered by the City:

An outright Grant for a maximum of \$ \_\_\_\_\_;

A CONDITIONAL DEFERRED PAYMENT LOAN (CDPL) that is made on a fifteen (15) year deferred payment, non-interest bearing basis, secured by a promissory note and mortgage. The note will be forgiven at a rate of 6.67 percent (6.67%) per year, contingent upon annual inspection of the property assuring no blight conditions were found (i.e. junk cars, litter, accumulation of debris, lumber, junk, etc.) and if the OWNER(S) or qualifying immediate family member who has inherited the property occupies the dwelling. The unforgiven balance of the loan will become due and payable upon the sale, exchange, or transfer of property or blight conditions during the affordability period.

A DIRECT LOAN secured by a promissory note and a mortgage.

SECTION 3 - CITY AGREES AS FOLLOWS:

- A. The CITY will give OWNER(S) full support and assistance in obtaining a competent Contractor(s) to make repairs and in all dealings with Contractor(s) during the course of the repairs.
- B. After the completion, final inspection and acceptance of all work and upon the Contractor's delivery to the CITY of an itemized and properly executed invoice, the CITY shall, within two (2) weeks, make final payment. The CITY will not require any payments whatsoever from the OWNER(S) so long as OWNER(S) fulfills all obligations pursuant to this Agreement.

SECTION 4 - SCOPE OF AGREEMENT:

Agreement covers payment to be made directly to Contractor Name for work performed on the OWNER(S) property located at Street Address, Bullhead City, Arizona 86442, which is specifically described as the following Legal Description: Subdivision Name, Lot #, Tract # Block #, Parcel Number xxx-xx-xxx.

SECTION 5 - LIMITATIONS:

This Agreement does not stand alone. This Agreement will be incorporated into the Rehabilitation Contract between the OWNER(S) and the Contractor(s) and shall serve as a guarantee of payment to the Contractor(s) subject to the provisions set forth herein and the provisions set forth in the Rehabilitation Contract.

IN WITNESS THEREOF, the parties hereto have entered into this Agreement on the XX Day of Month, Year. This Agreement will be in effect on the date signed by both the City of Bullhead City Housing Rehabilitation representative and the OWNER(S).

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Housing Inspector

\_\_\_\_\_  
Date