



Miami Valley Long Term Recovery  
Operations Group

Case Number: \_\_\_\_\_  
DCM Name: \_\_\_\_\_  
DCM Phone: \_\_\_\_\_

HOMEOWNER NAME \_\_\_\_\_

CO-HOMEOWNER NAME \_\_\_\_\_

HOMEOWNER PROPERTY ADDRESS \_\_\_\_\_

Dear Client,

Before any repair work begins on your home, we want to introduce ourselves and outline what you should expect from our organization. The Miami Valley Long-Term Recovery Operations Group is comprised of non-profit and faith-based organizations in partnership with local, state, and federal agencies working together to assist survivors of the May 27, 2019 Memorial Day Tornadoes in accessing community resources. Our mission is to provide coordinated long-term recovery management and assistance to individuals affected by the tornadoes who do not have adequate personal resources for basic needs as a result of the disaster.

Our resources come primarily from donations—financial, labor and material—from individuals, organizations and churches that want to help you and your neighbors recover. We appreciate that you have chosen to partner with our volunteer organization to repair your disaster-damaged home. You may have hopes and desires for your recovery that exceed your budget and our collective resources. So we will propose a repair project designed to restore your residence to a level of safety and functionality that is realistic and achievable within the limits of the resources available.

The attached Homeowner Repair Agreement, along with the accompanying Construction Scope of Work document, provides the terms of our understanding in partnering with you in the repair of your home and among other things, requires you to release us and our volunteers from any potential liability relating to the repair work to be done. Additionally, these documents detail the expectations for your repair project and summarize your responsibilities and those of the organization.

As the homeowner(s), you should read the contents of these documents very carefully and assure any questions have been addressed. If you agree with the terms and conditions set forth in these documents, please initial and sign the Homeowner Repair Agreement where indicated, keep one copy for your records and return the original to us to be kept on file with the organization.

You, your construction manager and your case manager work as your team. Your construction manager will be assigned when the project is scheduled to begin and will be your primary contact for any questions, complaints or concerns regarding your construction project. Your case manager is also committed to your recovery and will be checking in with you periodically to see how your construction project is doing and in all other aspects of your recovery plan. Please keep your case manager informed of any changes or updates to your scope of work.

All the best,  
Your partners in recovery!  
The Miami Valley Long Term Recovery Operations Group



HOMEOWNER NAME \_\_\_\_\_

CO-HOMEOWNER NAME \_\_\_\_\_

HOMEOWNER PROPERTY ADDRESS \_\_\_\_\_

This Homeowner Repair Agreement, along with the accompanying Construction Scope of Work document (collectively hereinafter referred to as the “Agreement”), is being entered into by and between the above referenced homeowner(s) (hereinafter the “Homeowner(s)” or “You”) and the Miami Valley Long Term Recovery Operations Group (hereinafter the “Organization”) which hereby agree to the following with regard to the repair/rebuild of the home located at the above referenced address, which is represented by the Homeowner(s) as being the Homeowner(s)’ primary residence:

## LABOR

**Volunteer Labor** – You hereby acknowledge Your understanding and accept that project completion dates are estimates only and depend on the availability and skills of volunteers, which may fluctuate – sometimes unexpectedly – over the course of the project. Volunteer labor is highly valued in order to stretch every available dollar needed for Your recovery plan. Volunteers have received orientation regarding the work project and other pertinent information. Included in this Agreement, therefore, is Your agreement to allow volunteers to work on Your property without liability. If You have any concerns about the quality of volunteer work or the behavior of any volunteer, please contact Your case manager.

**Sub-contractors** - Occasionally the Organization may engage a sub-contractor for skilled labor. In such circumstances, sub-contractors of the Organization are also covered by the waiver of liability contained in this Agreement.

**Private Contractors** - If a licensed contractor is necessary, You may be asked to obtain three (3) estimates and directly contract with the independent contractor once funding is secured. In such circumstances, You will enter into a separate agreement with the contractor and the Organization will not be responsible for the quality of the work done specific to Your agreement with Your contractor.

**MATERIALS** - Where possible, the Organization’s construction representative will provide You the opportunity to make choices from a defined set of material options. Please understand, however, that choices are often limited by the availability of material resources that have been either donated or offered by vendors at deeply discounted prices.

## LOGISTICS

**Access to Property** - Representatives of the Organization and volunteers associated with this and other partner organizations will need to access Your property to perform work. You may make alternative arrangements with Your construction manager if You are unable to personally grant access to work teams. You are also responsible for ensuring unencumbered access to the work areas including the relocating of possessions and vehicles as necessary, and daily cleanup of any pet waste.

**Scheduling of work teams** - An Organization representative will contact You, if at all possible, at least 48 hours in advance of the arrival of work teams or sub-contractors. Expect, however, the



unexpected. Flexibility is key to project completion!

**Personal property** – You are responsible for securing all personal property and pets in advance of a work team’s arrival as You would with any repair contractor. Household contents may need to be stored during construction. Your construction manager and/or case manager will review options with You if this is necessary. No personal property will be discarded without Your permission.

**Disposal of debris** - Construction debris will be disposed of in accordance with community or sector standards. Certain types of debris may require a permit for disposal; some debris may be left at curbside for pick-up; some may be left in homeowner trash receptacles or taken to the dump. If a dumpster is located on Your property, this will be for construction debris only. Household trash must not be placed in the dumpster. Your construction manager can provide You with information about debris disposal for Your project.

**Permits** - All required construction-related permits will be obtained either by You or the Organization as necessary prior to the project start date.

**Mobility Needs** - Please let Your case manager know of any repairs necessary that would help an occupant of the home maintain independent mobility.

#### **MISCELLANEOUS**

You hereby give permission to the Organization and its volunteers to work on the above-referenced property to repair damage to the home caused by the May 27, 2019 tornadoes. You understand and acknowledge that the persons providing the labor associated with the repair of Your home are volunteers, not professionals working for profit, and that no guarantee is made as to the quality of work done. Accordingly, to the maximum extent lawful, the Organization hereby disclaims any and all and each and every express or implied warranty as to the design, repair or construction work done by the Organization’s volunteers including, without limitation, any implied warranties of habitability, fitness for a particular purpose or merchantability. The Organization has not given and You have not relied on or bargained for any such warranties.

You hereby release and forever discharge and hold harmless the Organization, its member organizations, and their employees, agents and volunteers, and any related affiliate or agency, from any and all liability, claims, demands, costs, injury, damages, loss, accident, delay or irregularity related to or arising out of the repair work done on Your home. This release is binding upon the undersigned and his/her/their heirs, family members, representatives, and assignees.

Any and all disputes relating to this Agreement and/or the home repair work to which this Agreement pertains will be settled by arbitration, in accordance with the rules of the American Arbitration Association ("AAA"). Costs of arbitration, including reasonable attorney's fees incurred in arbitration, as determined by the arbitrator, shall be borne by the non-prevailing party.

Should one party either dismiss or abandon his/her claim or counterclaim before the hearing of it, the other party will be deemed the "prevailing party" pursuant to this Agreement. Should both parties receive judgment or award on their respective claims, the party in whose favor the larger judgment or award is rendered will be deemed the "prevailing party" pursuant to this Agreement.

The text of this Agreement contains the entire understanding between You and the Organization with respect to the covered subject matters. There are no other agreements, contracts, or promises between



Case Number: _____
DCM Name: _____
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You and the Organization on these subject matters other than those set forth in this Agreement, and this Agreement supersedes all other earlier agreements, contracts, understandings, and promises made between You and the Organization, whether express or implied. No change to or modification of this Agreement shall be valid or binding unless it is in writing and signed by the Parties. The Parties executed this Agreement freely, voluntarily, and of their own will, after a reasonable and sufficient time for review, with full and complete understanding of its terms and conditions.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original. You and the Organization further agree that a signature via electronic transmission will be deemed the same as an original.

Homeowner(s) please initial each of the following:

\_\_\_\_ I(we) have reviewed the Construction Scope of Work and have had the opportunity to have any questions answered.

\_\_\_\_ I(we) are in agreement with the scope and estimated cost of work as set forth in the Construction Scope of Work.

\_\_\_\_ I(we) agree that all work will be in accordance with all applicable state, county or municipal building codes.

\_\_\_\_ I(we) acknowledge that repairing/rebuilding by volunteers may prevent an exact time schedule.

\_\_\_\_ I(we) understand that any changes to the repairs and materials set forth in the Construction Scope of Work must be in writing, discussed and approved by me(us), the construction coordinator and case manager and only those additional repairs and/or materials listed will be completed.

THE HOMEOWNER(S):

\_\_\_\_\_  
*Homeowner signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Homeowner signature*

\_\_\_\_\_  
*Date*

THE MIAMI VALLEY LONG-TERM RECOVERY OPERATIONS GROUP:

By: \_\_\_\_\_  
*Construction Manager signature*

\_\_\_\_\_  
*Date*

By: \_\_\_\_\_  
*Case Manager signature*

\_\_\_\_\_  
*Date*