

EXHIBIT 9

**AGREEMENT BETWEEN OWNER AND CONTRACTOR
WHERE THE BASIS OF PAYMENT IS A STIPULATED SUM**

AGREEMENT

made this _____ day of _____ the year 20____ .

BETWEEN

_____, the Owner (s), and
Print

_____, the Contractor.
Print

The Owner (s) and Contractor agree as set forth below.

1. **THE CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement and the Contractor' s Proposal Form Attached Breakdown of Estimate as approved by Levy County.
2. **THE WORK.** The Contractor shall perform all the work required by the Contract Documents for rehabilitative repairs and alteration project(s) at the owner (s) occupied dwelling located at _____
_____.

3. **CONTRACT AMOUNT AND PAYMENT SCHEDULE.** Payment will be as follows, subject to acceptance of work done as per paragraph 13 of this Agreement:

Percent of work done	Project Completion Date	Payment
_____	_____	\$ _____
	TOTAL	\$ _____

Upon receipt of notice that the work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Levy County Housing Inspector will promptly make such Inspection and, when he finds the work acceptable under the Contract Documents and the Contract fully performed, upon receipt of a Release of Liens executed by the Contractor he will promptly issue a final Certificate for Payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable.

4. **TIME FOR PERFORMANCE.** Owner (s) shall provide written authorization to Contractor to commence work. Contractor agrees to start work within _____ calendar days after receipt of a written Notice to Proceed. If Contractor fails to commence work within thirty (30) days of the date of the Owner' s notification to commence, Owner (s) shall have the right terminate this Agreement. Such notice of termination shall be in writing.

Contractor agrees to complete work on or before _____ (date) (not to exceed _____ days from the date work commenced). If completion is delayed for reasons beyond Contractor' s control, Contractor shall provide timely notice to the Owner (s) of the reasons for such delay. If such good cause is claimed by the Contractor, it shall be Contractor' s obligation to substantiate its claim by adequate documentation.

In the event Contractor shall fail to complete work within the agreed upon period and fails to provide evidence of good cause for such delay, Owner (s) shall have the right to declare Contractor in default. In such event, Owner (s) shall be responsible for providing written notice to Contractor by registered mail of such default. If contractor fails to remedy such default within 15 calendar days of such notice, Owner shall have the right to select a substitute Contractor. If the expense of finishing the work exceeds the unpaid balance of this Contract, the Contractor shall pay the difference to the Owner (s).

5. **CHANGE ORDERS.** Owner (s) and Contractor expressly agree that no material changes or alterations in the description of work or price provided above shall be made in writing and mutually agreed to by both parties and authorized by Levy County. In no event shall any change order be agreed to or authorized that would increase the total contract amount to a sum greater than \$ _____.
6. **PERMITS AND CODES.** Contractor agrees to secure and pay for all necessary permits and licenses required for Contractor's Performance and to adhere to applicable local codes and requirements whether or not covered by the specifications and drawings for the work including any Contractor registration requirements.
7. **WARRANTY.** For good and valuable consideration, Contractor hereby agrees to provide a full one-year warranty to the Owner (s), which shall extend to subsequent owners of the property to be improved. The warranty shall provide that improvements, hardware and fixtures of whatever kind or nature installed or constructed on said property by the Contractor are new unless otherwise specified, of good quality, and free from defects or deficiencies in workmanship or materials. Contractor and Owner (s) agree, however, that the warrant set forth in this paragraph shall apply only to such deficiencies and defects as to which Owner (s) or subsequent owners shall have given written notice to the Contractor, at its principal place of business, within one (1) year from the date of Contractor's request for final payment, stating that all work under contract has been completed.
8. **HOLD HARMLESS.** Contractor shall agree to defend, indemnify, and hold harmless the Owner (s) and County and its agents and employees from liability and claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from Contractor's Performance under this agreement to install or construct home improvements to be paid for out of the proceeds of the Owner's Rehabilitation Loan. Contractor is acting in the capacity of an independent Contractor with respect to the Owner (s).
9. **LIEN WAIVERS.** Contractor agrees to protect, defend and indemnify Owner (s) from any claims for unpaid work, labor or materials with respect to Contractor's Performance. Final payment shall not be due until the contractor has delivered to the Owner (s) and Levy County complete release of all liens for work completed arising out of Contractor's Performance or a receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to the Owner (s) indemnifying him against any lien.
10. **SCOPE OF WORK.** Contractor acknowledges that it has prepared the Contractor's Proposal, consisting of a Bid and Attached Breakdown of Estimate (attached to this Agreement and incorporated herein), and that such Proposal is accurate and consistent as to the name of Contractor, scope of work that the Contractor will undertake, and price. Contractor acknowledges the performance requirement established in the Proposal and warrants that all work undertaken will conform to said specifications.
11. **REMOVAL OF DEBRIS.** Upon completion of work, contractor agrees to remove all construction debris and surplus material from the property and leave the property in a neat and broom clean condition.
12. **SUBCONTRACTORS.** Nothing contained in the Contract Documents shall create any contractual relation between the Owner (s) or the County and any Subcontractor or Sub-Subcontractor. The Contractor agrees that all warranties contained herein shall apply to all work performed under the Contract, including that performed by Subcontractors and Sub-Subcontractors.
13. **AGENCY.** Nothing in the Contract Documents shall create any contractual relationship between the county and the Contractor. The Owner (s) agrees that the County shall be the Owner's representative during construction and until final payment. The County will have authority to act on behalf of the Owner (s) and to inspect work in progress, as needed, and upon completion and to approve payment of the Contractor upon completion and approval by the County of all work required to be done under the contractor Documents.

14. **INSURANCE.** The contractor agrees to carry adequate insurance coverage for liability and worker's compensation as required by state law.
15. **RESOLUTION OF DISPUTES.** All claims or disputes between the Owner (s) and Contractor arising from or related to the work shall be decided by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association then obtaining, unless the parties mutually agree otherwise. The Owner (s) and Contractor shall submit all disputes or claims, regardless of the extent of the work's progress, to the American Arbitration Association /Better Business Bureau unless the parties mutually agree otherwise. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement, and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. If the arbitrator's award is in a sum which is less than that which was offered in settlement by the Contractor, the arbitrator may award costs and attorney's fees in favor of the contractor. If the award of the arbitrator is in a sum greater than that which was offered in settlement by the contractor, the arbitrator may award costs and attorney's fees in favor of the Owner (s).
16. **PROHIBITION OF KICKBACKS.** Neither the Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder or Proposer, firm or person to submit a collusive or sham Bid or Proposal in connection with the contractor for which the attached Bid\Proposal has been submitted or to refrain from bidding\proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder\Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement, any advantage against Levy County rested in the proposed Contract, and the price or prices quoted are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder\Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
17. **INTEREST OF MEMBERS, OFFICERS, EMPLOYEES OF PUBLIC BODY MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS.** No member, officer, or employee of the Public Body, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.
18. **PROHIBITION OF BONUS OR COMMISSION.** The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining county approval of the application for such assistance.
19. **ACKNOWLEDGMENT.** The above warranties are in addition to, and not in limitation of, any and all other rights and remedies to which the Owner (s), or subsequent owners, may be entitled, at law or in equity, and shall survive the conveyance of title, delivery of possession of the property, or other final settlement made by the Owner (s) and shall be binding and on undersigned notwithstanding any provision to the contrary in any instrument Heretofore or hereafter executed by the Owner (s).

SIGNATURES FOR CONTRACT ON THE FOLLOWING PAGE.

SIGNATURE PAGE:

Contractor and Owner hereby acknowledge acceptance of this agreement:

SIGN AND PRINT NAME UNDERNEATH SIGNATURES:

OWNER:

Signature: _____

_____ **Date**

Print Name: _____

CO-OWNER:

Signature: _____

_____ **Date**

Print Name: _____

Address of property to be improved: _____

SIGN AND PRINT NAME UNDERNEATH SIGNATURE:

CONTRACTOR:

Contractor's Signature

Title

Date

Print Name: _____

PRINT: Construction Company Name

Address of company