

## DOCUMENTATION OF CONSTRUCTION COMPLAINT/REQUEST FOR COMPENSATION FOR CONSTRUCTION DEFECTS

### PART I - DOCUMENTATION OF CONSTRUCTION COMPLAINT(S)

|  |   |
|--|---|
| <b>NAME, ADDRESS and CASE NUMBER OF BORROWER</b><br><br> | <b>TYPE OF WARRANTY:</b><br><br><input type="checkbox"/> 1. <b>Builder's Warranty - Term</b> _____<br><br><input type="checkbox"/> 2. <b>Independent Home Warranty - Term</b> _____<br>(Address): |
| <b>NAME and ADDRESS OF CONTRACTOR</b><br><br>            | <input type="checkbox"/> 3. <b>Insured Home Warranty (HOW) - Term</b> _____<br>(Address):   |

RD was notified of construction complaints on Borrower's dwelling or unit, described as follows:

\_\_\_\_\_  
County Office Staff Person

\_\_\_\_\_  
Date

### PART II - REQUEST FOR COMPENSATION FOR CONSTRUCTION DEFECTS

Assistance requested from the Government under Section 509(c) of the Housing Act of 1949:

- |  |   |
|--|---|
| <input type="checkbox"/> 1. Repair defects.<br><br><input type="checkbox"/> 2. Reimburse for emergency repairs<br><br><input type="checkbox"/> 3. Pay temporary living expenses. | <input type="checkbox"/> 4. Pay moving, storage or relocation expenses<br><br><input type="checkbox"/> 5. Pay damages resulting from the defect(s).<br><br><input type="checkbox"/> 6. Convey dwelling or unit to RD with release from liability for RD loan. |
|--|---|

Describe in detail the defects for which compensation is requested, the proposed repairs, and the estimated cost. If number 2 is checked above, receipts must be attached. If number 3, 4, or 5 is checked, documentation supporting the amount requested must be attached.

The undersigned certify that I/We are the sole lawful owners of the subject property and the only person(s) entitled to any special relief.

It is understood that the determination by RD of this claim is final and conclusive.

It is agreed that on the rendering of any assistance pursuant to Section 509(c) of the Housing Act of 1949, RD will be subrogated to all rights, equities and remedies that I/We have against the builder or other persons arising out of the defect or defect(s) compensated for, and RD will be fully substituted in our place for such purpose and I/We will execute assignments on request.

I/We understand that Section 1001 of Title 18 of the United States Code relating to Rural Development transactions provides: "whoever, for the purpose of influencing such Administration ... makes, passes, utters or publishes any statement knowing the same to be false ... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

|                               |      |                                  |      |
|-------------------------------|------|----------------------------------|------|
| CLAIMANT ( <i>Signature</i> ) | DATE | CO-CLAIMANT ( <i>Signature</i> ) | DATE |
|-------------------------------|------|----------------------------------|------|

Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining this data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, Room 404-W Washington, D.C. 20250, and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0575-0082), Washington, D.C. 20503. Please DO NOT RETURN this form to either of these addresses. Forward to RD only.

Status of action against contractor:

I HEREBY CERTIFY that all of the administrative determinations and certifications required by Rural Development regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements or pertinent regulations have been compiled with. I hereby approve the above-described assistance in the amount set forth below, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purposes of and subject to the conditions prescribed by Farmers Home /administration regulations applicable to this type of assistance.

CLAIM APPROVED FOR:

- |   |                          |   |
|---|--------------------------|---|
| <input type="checkbox"/> 1. Repair defects.                             | \$ _____                 | <input type="checkbox"/> 6. Cancel loan and take dwelling or unit into inventory. |
| <input type="checkbox"/> 2. Reimburse for emergency repairs             | \$ _____                 |   |
| <input type="checkbox"/> 3. Pay temporary living expenses               | \$ _____                 |   |
| <input type="checkbox"/> 4. Pay moving, storage, or relocation expenses | \$ _____                 |   |
| <input type="checkbox"/> 5. Pay damages resulting from the defect       | \$ _____                 |   |
|   | AMOUNT OF CLAIM \$ _____ |   |

|                   |               |                               |  |
|-------------------|---------------|-------------------------------|--|
| APPROVAL OFFICIAL |               | COUNTY OFFICE MAILING ADDRESS | DATE FUNDING AUTHORIZED BY THE NATIONAL OFFICE |
| TITLE             | DATE APPROVED |                               |  |

TO THE APPLICANT: As of this date, \_\_\_\_\_ this is notice that your application for the above financial assistance from the Rural Development has been approved, as indicated above, subject to conditions required by the Rural Development. If you have any questions, please contact the County Supervisor.