

HUD 203K CONSULTING AGREEMENT

This Agreement is made effective as of __/__/____, between Client _____, and Happy Home Inspections T/A Roberto Warren Feliz, Sr, with offices at 444 West Cayuga Phila pa 19120 and 451 Benson street Camden NJ 08103 .

In this Agreement, the party who is contracting to receive services shall be referred to as "Client", and the party who will be providing the services shall be referred to as "Consultant".

Consultant has a background in Construction, 203k loans, Contracting services, Hud procedures, OSHA processes, Licenses and Inspections Codes and Regulations , Construction Management , Permits and Procedures as well as a Master's of Sciences Degree in Safety Management and pending Phd in Safety Sciences and is willing to provide services to Client based on this background and HUD's approval.

Client desires to have services provided by Consultant
Therefore, the parties agree as follows:

- 1. DESCRIPTION OF SERVICES.** Beginning on _____, Consultant will provide the following service (collectively, the "Services"): Preliminary Feasibility Analysis and processes
- 2. PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked by Consultant shall be determined by Client. Client will rely on Consultant to work as many hours as may be reasonably necessary to fulfill Consultant's obligations under this Agreement. Consultant will review required work with parties i.e, Contractors, Architects, Engineers and provide advice to Client on the Scope of Work. Any meetings, sessions, visits, architectural plan reviews, permit application visits, with such parties will be preapproved by client and paid for by those entities at a rate of \$75.00/hour per event. Telephone call and Texts initiated by will be invoiced at \$40.00 per hour with client foreknowledge and approval by client.
X_____Client initials
- 3. PAYMENT.** Client will pay a Preliminary Feasibility Analysis Fee to consultant for the Services in the minimum amount of \$500. Fees are based on estimated construction cost as stipulated by HUD's graduated scale of fees. An initial deposit of \$100.00 for the Preliminary Feasibility Analysis shall be payable on the day of client signing of agreement and prior to the initial site visit. The remainder is due on the day of the initial site review. If a separate home inspection report is required by the Loan bank, a

separate \$350.00 fee will be paid by the client. Mold (Fungal), Lead, Asbestos, Radon, Formaldehyde, Termite services and their associated fees will be agreed upon and paid if those inspections are determined by Bank and Consultant to be required upon the initial site visit.

4. EXPENSE REIMBURSEMENT. Consultant shall be paid for all "out-of-pocket" expenses (mileage, travel, tolls, excess copies, postage) with client approval .

5. SUPPORT SERVICES. Client will not provide support services, including office space and secretarial services, for the benefit of Consultant.

6. INSPECTIONS. Consultant and Client recognize that Consultant's Services will include inspections/or draw requests. Such request will be for a fee of \$325.00 per draw (depending on construction cost , minimum \$35,000-maximum \$1, 000,000.00 (one Million). Each draw will be paid from bank approved loan proceeds. Consultant shall obtain the approval of client prior to the approval of any draws.

7. TERM/TERMINATION. This Agreement may be terminated by either party upon 6 months from closing or when construction is completed days or with written notice to the other party. A reason can be provided, but is not required.

8. RELATIONSHIP OF PARTIES. It is understood by the parties that the Consultant is an independent contractor with respect to Client, and not an employee of Client. Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Consultant.

9. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for _____:

Owner

Happy Home Inspections
Roberto W.Feliz
Owner
451 Benson street Camden NJ 08103

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

13. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

14. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

16. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Pa.

Party receiving services:

By: _____
Owners

Party providing services:
Happy Home Inspections LLC

By: _____
Owner
Roberto Feliz