

Consultant Agreement - HUD 203(k) Inspection

This agreement is entered on _____, 20____ between

The Home Specialist, Inc. (consultant) and

_____ (buyer) regarding the subject property:

For the sum(s) designated the CONSULTANT agrees to:

A. Meet with Borrower(s) and/or Borrower(s)' Agent(s) and/or Contractor(s) at the subject property address to inspect the physical property, identify areas in need of improvement, and determine overall suitability for FHA's 203(k) Rehabilitation Mortgage Program. A feasibility/home inspection fee will be due and payable upon completion of these services. This fee will be fully credited toward the Total Consultant Fee (below) should Borrower(s) decide to continue the application process. This fee is non-contingent and non-refundable. If on initial examination it is quickly determined that the needed repairs are not feasible for the borrower(s) and/or excessively expensive, the Consultant will NOT perform a full Home Inspection and no additional payment will be necessary.

B. With Borrower(s)' input, Consultant will list work items on inspection report that:

1. Must be completed according to the Program (DEFECTIVE)
2. Are recommended to be done (MARGINAL) and;
3. Are desired by Borrower(s), wish list. Not included on inspection report.

From this list, Consultant and Borrower(s) will jointly determine the scope of the work.

For performing the above services, Borrower(s) agrees to pay Consultant the total sum shown below at the time of service (which includes the charge for item "A" (above) which is based on HUD's recommended fee schedule (see simplified procedures). This amount may be credited to the borrower at closing or included in loan amount.

CONSULTANT FEE	\$
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If additional testing services are necessary, these services will either be provided by the Consultant or qualified sub-contractors agreed to by both the Consultant and the borrower, however, the charges for these testing services are in addition to the above Consultant fee. The Consultant will attempt to estimate all extra charges in advance (see below), and may schedule the additional testing for the borrower(s). The charges will be the sole responsibility of the borrower(s), and will be due and payable at time of service.

ADDITIONAL TESTING SERVICES OR CERTIFICATIONS THAT MAY BE NECESSARY AND THEIR ESTIMATED CHARGES:

	<u>Estimated Cost</u>	<u>Required</u>	<u>Initial/Acceptance</u>
Architectural/Engineering	\$100.00 / hour		
Other	\$100.00 / hour		
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Plan Review Fees: "Work Write Up"			
Cost of Repairs			
Less than \$15,000	\$100.00		
\$15,000 - \$30,000	\$150.00		
more than \$30,000	\$200.00		
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Add \$50.00 per unit - multi family			
Re-inspection of same unit	\$100.00		
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Draw Inspections, # of:	\$100.00 / each	(maximum 5 allowed)	

X _____		X _____
Consultant	Date	Borrower(s) Date