REMN WHOLESALE

CONTRACTOR'S GUIDE
VA RENOVATION

REMN WHOLESALE I 194 Wood Ave. S. 9th Floor I Iselin, NJ 08830

CONTRACTOR'S CHECKLIST

- ☐ VA Builder ID#
- ☐ Bid
- ☐ Contractor Profile
- ☐ W-9
- ☐ Contractor's License(s)
- ☐ General Liability (Certificate of Insurance)
- ☐ Workman's Comp (Certificate of Insurance)

DISCLOSURES

- ☐ Contractor's Acknowledgment
- ☐ Permits-Certifications Acknowledgment
- ☐ Homeowner-Contractor Agreement

MORTGAGE BROKER ____________________ PHONE _____________

HOMEOWNER __________________________ PHONE _____________

ANY QUESTIONS?
EMAIL US
REMN-RENOVATIONS@REMN.COM

DOCUMENT GUIDE

PLEASE FOLLOW THE BELOW DIRECTIONS TO MINIMIZE DELAYS

Contractor Profile

- Please fill out ALL sections completely
- Please make sure you are using your Legal Business name and it is correctly spelled the SAME throughout ALL documentation (Profile, License, W9, Profile, Disclosures)
- "Principal" must be listed by full name on the Profile.
- References must be completed filled out.
    - Credit References - needs at least the last 4 digits of the account number. This is needed to verify with the bank that the credit account exists.
    - Client References - ALL need to be within the 12 months (Completed work only). Full client names, Phone #, Type of work (be specific), and Month/Date of completion are required.
- Miscellaneous questions must be answered.
- Insurance information must be provided.
- ONLY the Principal can sign the Profile, and all other documents.

Insurance

- **General Liability**
    - Please provide your "Certificate of Insurance".
    - Certificate Holder (bottom left hand corner) – will need to be revised to **HomeBridge Financial Services, 128 Lubrano Drive STE 201, Annapolis, MD 21401**. Please contact your insurance company to make the change.

- **Workman's Comp Insurance**
    - Please provide your "Certificate of Insurance".
    - Certificate Holder (bottom left hand corner) – will need to be revised to **HomeBridge Financial Services, 128 Lubrano Drive STE 201, Annapolis, MD 21401**. Please contact your insurance company to make the change.
    - IF exempt from Workman's Comp please provide a "Certificate of Exemption" if the State issues one. IF the State does not issue a "Certificate of Exemption" please state the reason why you are exempt on the attached Exemption Form.

W9

- Please complete all fields
- ONLY the Principal can sign

License

- Please submit your Contractors License that is current and not expired.
- If you are doing specialty work such as Electrical or Plumbing that requires a specialty license, please provide.
- If you are exempt from any licensing requirements please state the reason why on the attached exemption form

Using Subcontractors?

- Please provide their licenses if required for the work. Ex: Plumbing, Electric, HVAC
- If you are exempt from carrying Workman's Comp Insurance, please provide each Subcontractor's GL Insurance.

Business Registration

- We will check to see that your Company Name is properly registered with the Secretary of State.
- If your business is exempt from registering please state the reason why on the attached Exemption Form.

Bid

- Borrower name and Subject property address must be listed on Bid
- Please state on the Bid if any of the work is structural or not.
- Please note on Bid if there are any Permits required for the work being done. For which work? Cost?
- We cannot accept anything with the word "Estimate". Please submit a Contractual "Bid" or "Proposal"
- The total price should be all inclusive of taxes (if applicable)
- Contractor (Principal Only) and Borrower to sign and date.

- **Labor and Materials costs must be separated for each individual job**
  - **REMN's Renovation Department will review to confirm the costs are feasible for the type of work being done.**

- **Detailed description required. IF not able to fit on the Bid, you can provide a separate addendum page with more details.**
  - Please be as specific as possible on each item of work. This will help to avoid any confusion or disagreements about the work being done.

For example:

Your bid only states "Installing Countertop". The Homeowner thought you were installing a Granite Countertop, however you were actually planning on installing a Formica Countertop. Since we have only set aside a certain dollar amount for work, this type of disagreement can cause a major issue. We cannot increase the amount of funds after the loan closes, therefore we need these precise details in advance of closing.

- **Common Line Item questions- Please be detailed, Other questions may apply.**
    - Painting Job – Where is the painting being done? How many coats of paint/ primer will be applied?
    - Installing Flooring – What type/grade/finish of flooring? Where will it be installed?
    - If you are removing something will it be replaced?
    - If you are installing something, where will it go?
    - Kitchen Cabinets – What type/color?
    - Kitchen Counter – What type/finish?
    - Sink/Faucet – What type/grade/finish?
    - HVAC /Furnace installation – Size/Type being installed?
    - New Appliances – Type/Make/Model/Color
    - Demo of Walls – Are they load bearing walls? Permits?
    - Drywall – Where is it being installed?
    - Outlets – How many being installed? What locations?
    - Shingles – What type of shingles?
    - Water Damage – Location? What is the source of the water damage? Is it fixed? Will it be fixed?
    - Door Installation – Location? What grade door? Hollow door or Steel?
    - Carpet – What rooms? Please include the grade of carpet.
    - Lights – Location of installation? What type?
    - Siding – Type? Location?
    - Molding – Type? Location?
    - Plumbing – What specifically are you doing and what type of material? Hold and Cold water lines? Toilet, tub, shower lines? Etc.

Payment Terms

- **PLEASE DISCUSS PAYMENT TERMS OF PROGRAM WITH THE MORTGAGE BROKER**

CONTRACTOR PROFILE REPORT

JOB INFORMATION			
Case Number:		Date:	
Borrower Name:		Co-Borrower Name:	
Property Address:			

CONTRACTOR INFORMATION							
Contractor Name:							
Address:		City:		State:		Zip:	
Principal:		Social Security #:					
Point of Contact:							
Work/Phone Number:		Cell Number:		Fax Number:			
Email:							

ORGANIZATION										
Type of Organization:		Corporation		Partnership		LLC		Joint Venture		Individual
Number of years in which the organization has been in business:										
Other Co. Names?										
List jurisdictions legally licensed/qualified to conduct business:										
Tax ID Number:		License Number:								

REFERENCES							
Bank:		Phone:		Name:		Acct #:	
Bank:		Phone:		Name:		Acct #:	
Trade:		Phone:		Name:		Acct #:	
Trade:		Phone:		Name:		Acct #:	
Client:		Phone:		Date of Work:		(Must be in past 12 months)	
Type of Work:							
Client:		Phone:		Date of Work:		(Must be in past 12 months)	
Type of Work:							
Client:		Phone:		Date of Work:		(Must be in past 12 months)	
Type of Work:							

MISCELLANEOUS		
Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against you or your organization or its officers? If yes – describe in an attached document and provide 3rd party documentation.	Yes	No
Have your or your organization filed any lawsuits or requested arbitration with regard to construction contracts within the past five (5) years? If yes – describe in an attached document and provide 3rd party documentation.	Yes	No

INSURANCE			
Liability Insurance Carrier:		(must provide current declarations page w/minimum $1mm per incident)	
Policy #:		Expiration Date:	
Workman's Comp Insurance Carrier:			
Policy #:		Expiration Date:	

Contractor represents and warrants that all information in the Contractor's Profile is complete and accurate. Contractor authorizes the borrower and/or lender, to contact the references listed above to verify the information represented in this Contractor Profile.			
Signature:			
Typed/Written Name:			
Title:		Date:	
In addition to this completed form, Contractor must provide; State/Local Licenses, Current Liability Insurance, Final Repair Bid and fully completed Lender required documents to include executed W-9.			

SAMPLE Contractor Bid

ABC Contractors

56789 Construction Way, Anytown, CA 90000

License #: 123456
800-222-9999

Borrower name and property address required

Proposal #	12345
Proposal Date	3/17/18

Client	Project Location
Mr. & Mrs. Customer	Parcel # 012-987-01 1234 Oak Street Anytown, CA 90000

Detailed itemization required for labor and material

Item	Description	Labor	Material	Contracted Amount
	Detailed description of each item	$350.00	$154.00	$504.00
				$0.00

Common Line Item questions- Please be detailed, Other questions may apply.

- Painting Job – Where is the painting being done? How many coats of paint/primer will be applied?
- Installing Flooring – What type/grade/finish of flooring? Where will it be installed?
- If you are removing something will it be replaced?
- If you are installing something, where will it go?
- Kitchen Cabinets – What type/color?
- Kitchen Counter – What type/finish?
- Sink/Faucet – What type/grade/finish?
- HVAC /Furnace installation – Size/Type being installed?
- New Appliances – Type/Make/Model/Color
- Demo of Walls – Are they load bearing walls? Permits?
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- Shingles – What type of shingles?
- Water Damage – Location? What is the source of the water damage? Is it fixed? Will it be fixed?
- Door Installation – Location? What grade door? Hollow door or Steel?
- Carpet – What rooms? Please include the grade of carpet.
- Lights – Location of installation? What type?
- Siding – Type? Location?
- Molding – Type? Location?
- Plumbing – What specifically are you doing and what type of material? Hold and Cold water lines? Toilet, tub, shower lines? Etc.

Item	Description	Labor	Material	Contracted Amount
		$1,200.00	$625.00	$1,825.00
		$6,500.00	$3,200.00	$9,700.00
			$85.00	$85.00
		$250.00	$1,239.10	$1,489.10
		$250.00	$1,603.10	$1,853.10
		$3,275.00	$5,600.00	$8,875.00
		$2,500.00	$1,250.00	$3,750.00
		$1,000.00	$500.00	$1,500.00
		$650.00	$150.00	$800.00
		$450.00	$35.00	$485.00
		$350.00	$50.00	$400.00
		$125.00	$100.00	$225.00
		$125.00	$100.00	$225.00
		$125.00	$100.00	$225.00
		$250.00	$200.00	$450.00
		$250.00	$200.00	$450.00
		$125.00	$100.00	$225.00
		$125.00	$100.00	$225.00
		$125.00	$100.00	$225.00
		$1,500.00	$550.00	$2,050.00
				$0.00
		$850.00	$450.00	$1,300.00
If any permits	*please list them in seperate line item and describe what they are for*		$450.00	$450.00
			Total	$37,466.20

Represents total labor and material costs

There are no structural repairs being completed on this bid

Please comment on Bid if there are any repairs that are structural in nature.

Ex: We are removing load bearing walls that will be a structural repair
Ex: There are no structural repairs being completed

Borrower and Contractor signatures required

Acceptance

My signature below is my acknowledgement that I/we have read this proposal, understand the terms and conditions of this proposal and agree to be bound thereby. I understand my acceptance of this proposal forms a binding contract between myself and Sample Contractor Company. Accepted and Agreed:

Borrower Signature: ______________________________ Contractor Signature:______________________________

Date: ___________________________

NOTE: EXPIRATION DATES ON COST ESTIMATES NOT PERMITTED

VA BUILDER ID#

VA ID # -____________________________

IF NOT APPROVED WITH VA

1) Please inform your Homeowner & Mortgage Broker
2) Please see VA instructions on PG 15 to get approved

EXEMPTION FORM

If you are exempt from any of these requirements please explain below

Business Name Registration

Licensing

Principal Name

Principal Signature

Date

Contractor's Acknowledgement
VA Renovation Loan Program

Contractor Name: ____

I,______________________________, wishing to act as a Contractor on Renovation Loan projects, acknowledge and understand the terms as set forth by HomeBridge Financial Services, Inc. ("HomeBridge") under which I will be expected to perform. These terms are outlined below:

- I understand there will not be any funds for up-front start-up costs.
- Change Orders and Draw Requests will not be accepted until HomeBridge's Draw Department has prepared a draw file. This process takes approximately 7-10 business days from closing. Contractors and Borrowers should schedule the start of work accordingly.
- All work described on the Renovation Specifications of Repair and/or estimates (as applicable) must be completed in full.
- Any alterations to the Renovation Specification of Repairs must be approved by the HomeBridge Underwriter prior to any changes being made.
- Once the independent Third-Party Inspection Company has inspected and approved the work, funds will be released within 7-10 business days by a two-party check payable to the Contractor and the Primary Borrower.
- The cost of these inspections varies depending on the location of the property and the total scope of work. Generally, these fees range in price between $150 and $350.
- When a General Contractor is managing the project the maximum number of draw disbursements is three (3) : 1st Draw at 20% completion, 2nd Draw at 60% completion, and 3rd Draw at 100% completion.
- If the Borrower elects to use up to three (3) "specialty" contractors, the maximum number of draw disbursements is two (2) per contractor: 1st Draw at 50% completion and 2nd Draw at 100% completion.
- All Draw Disbursement checks are made payable to both the Contractor and Primary Borrower and are sent to the subject property using Two (2) Day UPS Delivery.
- All work must be completed in the time frame allocated to the project. Extensions must be requested in writing outlining the reason for the delay and the predicted completion date. Work must begin on the project within 15 days of loan closing with no work stoppages greater than 15 days.
- Continued delays and/or poor workmanship may result in the contractor being removed from the project and replaced with another contractor and may result in a forfeiture of any funds remaining in the escrow account after a contractor has been terminated (eg. 10% hold back).

This acknowledgement will be incorporated and made part of any Renovation Loan project file that the above-named Contractor is contracted to work on. I certify that I have read and understand the requirements that I must meet throughout the rehabilitation period and agree to cooperate in full with HomeBridge.

Contractor's Signature: ______________________________ Date: ______________

HOMEOWNER/CONTRACTOR AGREEMENT

Owner's Name(s):	Contractor's Name:
Address:	Address:
TelephoneNumber: Work: Home:	TelephoneNumber: Work: Home:
VA Case No.:	License No.:

THIS AGREEMENT, made this date,___/___/___ between the above mentioned Homeowner (Owner) and Contractor, is for the rehabilitation of the property located at

____

that has been approved for a HomeBridge Financial Services, Inc. ("Lender") rehabilitation mortgage loan. The Owner(s) shall pay the Contractor the sum of $_____________ for completion of the work, including all sales tax due by law, together with such increases or decreases in the contract price as may be approved in writing by the Lender. The work will begin within 15 days of loan closing with the Lender and will be completed within three (3) months of closing unless delayed beyond the Contractor's control. The General Provisions listed below are made a part of this Agreement. The contract documents consist of the architectural exhibits listed in the Rehabilitation Loan Agreement between the Owner(s) and the Lender, or as described below (or on an attached sheet):

Owner Signature Date

Owner Signature Date

Owner Signature Date

Owner Signature Date

Contractor Signature Date

GENERAL PROVISIONS

1. Contract Documents: This Agreement includes all general provisions, special provisions and architectural exhibits that were accepted by the lender. Work not covered by this agreement will not be required unless it is required by reasonable inference as being necessary to produce the intended result. By executing this Agreement, the contractor represents that he/she has visited the site and understands local conditions, including state and local building regulations and conditions under which the work is to be performed.

2. Owner: Unless otherwise provided for in the Agreement, the owner will secure and pay for necessary easements, exceptions from zoning requirements, or other actions which must precede the approval of a permit for this project. If owner fails to do so, then the Agreement is void. If the contractor fails to correct defective work or persistently fails to carry out the work in accordance with the Agreement or general provisions, the owner may order the contractor in writing to stop such work, or a part of the work, until the cause for the order has been eliminated.

3. Contractor: The contractor will supervise and direct the work and the work of all subcontractors. He/she will use the best skill and attention and will be solely responsible for all construction methods and materials and for coordinating all portions of the work. Unless otherwise specified in the Agreement, the contractor will provide for and/or pay for all labor, materials, equipment, tools, machinery, transportation, and other goods, facilities, and services necessary for the proper execution and completion of the work. The contractor will maintain order and discipline among employees and will not assign anyone unfit for the task. The contractor warrants to the owner that all materials and equipment incorporated are new and that all work will be of good quality and free of defects or faults. The contractor will pay all sales, use and other taxes related to the work and will secure and pay for building permits and/or other permits, fees, inspections and licenses necessary for the completion of the work unless otherwise specified in the Agreement. The contractor will indemnify and hold harmless the owner from and against all claim, damages, losses, expenses, legal fees or other costs arising or resulting from the contractor's performance of the work or provisions of this section. The contractor will comply with all rules, regulations, laws, ordinances and orders of any public authority or HUD inspector bearing on the performance of the work. The contractor is responsible for, and indemnifies the Owner against, acts and omissions of employees, subcontractors and their employees, or others performing the work under this Agreement with the contractor. The contractor will provide shop drawings, samples, product data or other information provided for in this Agreement, where necessary.

4. Subcontractor: All subcontractors must be selected by the contractor, except that the contractor will not employ any subcontractor to whom the owner may have a reasonable objection, nor will the contractor be required by the owner to employ any subcontractor to whom the contractor has a reasonable objection.

5. Work by Owner or Other Contractor: The owner reserves the right to perform work related to the project, but which is not a part of this Agreement, and to award separate contracts in connection with other portions of the project not detailed in this Agreement. All contractors and subcontractors will be afforded reasonable opportunity for the storage of materials and equipment by the owner and by each other. Any costs arising by defective or ill-timed work will be borne by the responsible party.

6. Binding Arbitration: Claims or disputes relating to the Agreement or General Provisions will be resolved by the Construction Industry Arbitration Rules of the American Arbitration Association (AAA) unless both parties mutually agree to other methods. The notice of the demand for arbitration must be filed in writing with the other party to this Agreement and with the AAA and must be made in a reasonable time after the dispute has arisen. The award rendered by the arbitrator(s) will be considered final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

7. Cleanup and Trash Removal: The contractor will keep the owner's residence free from waste or rubbish resulting from the work. All waste, rubbish, tools, construction materials, and machinery will be removed promptly after completion of the work by the contractor.

8. Time: With respect to the scheduled completion of the work, time is of the essence. If the contractor is delayed at any time in the progress of the work by Change Orders, fire, labor disputes, acts of God or other causes beyond the contractor's control, the completion schedule for the work or affected parts of the work may be extended by the same amount of time caused by the delay. The contractor must begin work no later than 15 days after loan closing and will not cease work for more than 15 consecutive days.

9. Payments and Completion: Payments to the contractor may be withheld because of: (1) defective work not remedied; (2) failure of contractor to make proper payments to subcontractors, workers, or suppliers; (3) persistent failure to carry out work in accordance with this Agreement or these General Provisions, or (4) legal claims. Final payment will be due after complete release of any and all liens arising out of the Agreement or submission of receipts or other evidence of payment covering all subcontractors or suppliers who could file such a lien. The contractor agrees to indemnify the Owner against such liens and will refund all monies including costs and reasonable attorney's fees paid by the owner in discharging the liens.

10. Protection of Property and Persons: The contractor is responsible for initiating, maintaining, and supervising all necessary or required safety programs. The contractor must comply with all applicable laws, regulations, ordinances, orders or laws of federal, state, county or local governments. The contractor will indemnify the owner for all property loss or damage to the owner caused by his/her employees or his/her direct or sub tier subcontractors.

11. Insurance: The contractor will purchase and maintain such insurance necessary to protect from claims under workers compensation and from any damage to the owner(s) property resulting from the conduct of this Agreement.

12. Changes in the Agreement: The owner may order changes, additions or modifications (using form HUD-92577 "Change Order") without invalidating the Agreement. Such changes must be in writing and signed by the owner and accepted by the Lender. Not all change order requests may be accepted by the Lender, therefore, the contractor proceeds at his/her own risk if work is completed without an accepted Change Order.

13. Correction of Deficiencies: The contractor must correct promptly any work of his/her own or his/her subcontractors found to be defective or not complying with the terms of the Agreement.

14. Warranty: The contractor will provide a One-Year Warranty on all labor and materials used in the rehabilitation of the property. This Warranty must extend one year from the date of completion of the Agreement or longer if prescribed by law unless otherwise specified by other terms of this Agreement. Disputes will be resolved through the Construction Industry Arbitration Rules of the American Arbitration Association.

15. Termination: If the owner fails to make a payment, by endorsing the two-party check and forwarding to the contractor, under the terms of this Agreement, through no fault of the contractor, the contractor may, upon ten working days written notice to the owner, and if not satisfied, terminate this Agreement. The owner will be responsible for paying the contractor for all work completed.

If the contractor fails or neglects to carry out the terms of the Agreement, the owner, after ten working days written notice to the contractor, may terminate this Agreement.

Owner Initials: ____

Owner Initials: ____

Contractor Initials: ____

PERMITS/CERTIFICATIONS REQUIRED

HomeBridge FINANCIAL SERVICES

Borrower(s) Name: ______________________________

Property Address: ______________________________

If Permit(s) are required for work on the improvements outlined in the contractor bids, copies of the Permits must be attached to the Draw Request applicable to the renovation funds to be disbursed.

If Certifications are required after the work has been completed. Copies of the certification must be attached to the final Draw Request for funds to be disbursed.

☐ No Permits Required.

☐ Permits Required as indicated below:

PLEASE CHECK ALL WHICH APPLY FOR THE PROJECT ON THE ABOVE REFERENCED PROPERTY

Permit Required	Permit Type	Certification Required After Work is Completed
	HVAC	
	Plumbing	
	Electrical	
	Roofing	
	Well	
	Septic	
	Asbestos	
	Other:	

Permits to be obtained from: ______________________________

(Name of Municipality (Village/City/Town/County)

☐ Cost of Permit Fee IS included in total amount of project

☐ Cost of Permit Fee is NOT included in total amount of project. If NOT, estimated cost of permits $ ____________

House will be habitable within 15 days during the rehab period. Yes ☐ No ☐

☐ Work is structural in nature

☐ Work is NOT structural in nature

Contractor Signature: ______________________________ **Date:** ____________

Contractor Printed Name: ______________________________

Borrower Certification:

I (we) understand that I (we) am/are responsible for obtaining the required permits and city/local building authority inspections for the above items. And no monies will be released from the renovation escrow account for the items requiring permits until I have provided a copy with the Draw Request documentation to the Lender.

Borrower Signature: ______________________________ **Date:** ____________

Co-Borrower Signature: ______________________________

IF NOT CURRENTLY APPROVED WITH VA

Please see VA's Instructions below

Builder ID Contact Information

The following information is required. If you do not provide a valid email address and phone number, your VA Builder ID registration may be delayed. **Please Print Clearly.** Once completed, please email your completed packet to **39/va262@va.gov.**

Email Address: ______________________________

Phone Number

Office: ______________________________

Cell: ______________________________

Physical Address: ______________________________
(No P.O. Box)

____

____

Mailing Address: ______________________________

____

____

For builders servicing Clark, Skamania, or Klickitat Counties, Washington, please contact the Denver RLC at 877-827-3702 Option 5 for additional information.

Figure 1: Builder Information and Certifications

[on builder's letterheadn]

Builder Information and Certifications
VA Loan Guaranty Program

This is to certify that this company:

> Will not use any marketing practices or sales contracts which include features considered by VA to be unfair or prejudicial to veteran-purchasers per Section 9.08 of the VA Lenders Handbook. I understand that the closing of the loan denotes that the builder has determined that the contract is acceptable to VA.
>
> Will construct every property which is to become the security for a VA-guaranteed loan to substantially conform to applicable building codes, applicable VA requirements and the standards of quality as measured by acceptable trade practices.

In cases processed by VA as "proposed or under construction", the builder must also certify that they understand that in any conflict between construction exhibits and applicable VA requirements, the latter will govern; and that VA will consider changes to those exhibits to be binding only when they are listed on a properly executed VA Form 26-1844, Request for Acceptance of Changes in Approved Drawings and Specifications; and that they will be proceeding at their own risk in changing or deviating from those exhibits without advance VA approval.

A fully executed VA Form 26-421, Equal Employment Opportunity Certification, and VA Form 26-8791, VA Affirmative Marketing Certification, is either attached or was previously submitted to VA. (Please reference the VA Builder Approval I.D. Number).

Names of all persons who have a controlling or proprietary interest in this company or are principal shareholders, officers or directors. This company agrees to keep this list updated with VA:

______________________________ ______________________________

______________________________ ______________________________

______________________________ ______________________________

______________________________ ______________________________

Name (*Type or print*) ____________________ Title ____________________

Signature ____________________________ Date ________

Department of Veterans Affairs

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned understands and agrees that it is the "applicant" within the meaning of 38 CFR 36.4391.

To induce the Department Of Veterans Affairs (VA) to act on any request submitted by or on behalf of the undersigned for establishment by VA of reasonable value(s) relating to proposed construction, the undersigned hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work or modification thereof, as defined in the rules and regulations of the Secretary of Labor relating to the land or housing included in its request to VA, the equal opportunity clause contained in 38 CFR 36.4392 and printed on the reverse of this form.

The undersigned further agrees that it will be bound by the equal opportunity clause in any federally assisted construction work which it performs itself other than through the permanent work force directly employed by an agency of Government.

The undersigned agrees that it will cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary, that it will furnish the administering agency and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The undersigned further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to part II, subpart D of Executive Order 11246 and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon the contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to part II, subpart D of Executive Order 11246.

In addition, the undersigned agrees that if it fails or refuses to comply with these undertakings such failure or refusal shall be a proper basis for cancellation by VA of any outstanding master certificates of reasonable value or individual certificates of reasonable value relating to proposed construction, except in respect to cases in which an eligible veteran has contracted to purchase a property included on such certificates, and for the rejection of future requests submitted by the undersigned or on his or her behalf for appraisal services, until satisfactory assurance of future compliance has been received from the undersigned, and for referral of the case to the Department of Justice for appropriate legal proceedings.

NAME OF FIRM	ADDRESS OF FIRM	
SIGNATURE	TITLE	DATE

EQUAL OPPORTUNITY CLAUSE

(Extract of 38 CFR 36,4392)

"During the performance of this contract, the contractor agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

"(2) The contractor will, in all solicitations and advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

"(3) The contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

"(5) The contractor will furnish all information and reports required by Executive Order 11246 or September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

"(6) In the event of the contract's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965,, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States."

☆U.S.GPO: 1993-343-134/84971

VA AFFIRMATIVE MARKETING CERTIFICATION

To induce the Department of Veterans Affairs to act on any request submitted by or on behalf of the undersigned applicant for a master certificate of reasonable value on proposed or existing construction or for appraisals of individual existing housing, not previously occupied, the undersigned hereby agrees:

1. That neither the applicant nor anyone authorized to act for it will decline to show or sell any property included in such request to a prospective veteran purchaser because of his or her race, color, religion, sex or national origin;

2. To apprise minority and female veteran homebuyers of the availability of the housing offered by the applicant in conforming all advertising to the VA Advertising Guidelines for Fair Housing;

3. To maintain a nondiscriminatory hiring policy and provide all marketing staff with written instructions on and training in affirmative marketing techniques;

4. To prominently display the Equal Housing Opportunity poster in each place of business where the housing is offered for sale by the applicant;

5. To incorporate the equal housing opportunity logo, slogan or statement as outlined in the VA Advertising Guidelines for Fair Housing in all advertising, including outdoor signs, radio, television, newspaper and other printed materials;

6. That noncompliance with the foregoing requirements may constitute a basis for the Secretary to refuse to appraise properties with which the applicant is identified. The Secretary may also refuse to appraise where the applicant has been denied participation in HUD programs.

EQUAL HOUSING OPPORTUNITY

SIGNATURE

DATE

NAME *(Type or Print)*

TITLE

COMPANY

ADDRESS OF COMPANY

SEE REVERSE FOR VA ADVERTISING GUIDELINES FOR FAIR HOUSING

VA FORM 26-8791, APR 1977

☆U.S. GOVERNMENT PRINTING OFFICE: 1985-461-886/34025

U. S. DEPARTMENT OF VETERANS AFFAIRS

ADVERTISING GUIDELINES FOR FAIR HOUSING

Section 804(c) of Title VII of the Civil Rights Act of 1968, as amended, prohibits advertising housing for sale or rent in a manner that indicates a preference for or against potential homebuyers because of their race, color, religion, sex or national origin.

For persons engaged in or associated with advertising housing for sale or rent, the following guidelines are provided to assist in complying with the VA's affirmative marketing program.

1. All advertising or residential real estate for sale or rent will contain an Equal Housing Opportunity logo, slogan or statement as a means of advising the homeseeking public that the property is available to all persons regardless of race, color, religion, sex, or national origin.

a. Equal Housing Opportunity Logo:

If other logos are used in the advertisement, then the Equal Housing Opportunity logo should be of a size comparable to other logos.

b. Equal Housing Opportunity Slogan: EQUAL HOUSING OPPORTUNITY

c. Equal Housing Opportunity Statement: We are pledged to the letter and the spirit of the United States policy for the achievement of equal housing opportunity throughout the Nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex or national origin.

2. If human models are used in display advertising campaigns, the models will be clearly definable as reasonably representing all potential homebuyers in the metropolitan area. Models, if used, will indicate to the general public that the housing is open to all without regard to race, color, religion, sex, or national origin.

3. It should be noted that selective use of these guidelines could be considered an effort to circumvent fair housing advertising, and thereby in noncompliance with Federal regulations. Selective use is defined as using the guidelines or the Equal Housing Opportunity logo or slogan only:

a. when advertising a particular housing development, and not another development with housing units also available for sale; or

b. in advertising media that reaches a limited or particular section of the community to the exclusion of other geographic sections within the same community.

4. In respect to classified newspaper advertising, it is not necessary to insert the logo, slogan or statement in each classified ad if the beginning of the real estate advertising section there appears a notice reading as follows:

"All real estate advertised in this newspaper is subject to the Federal Fair Housing Act of 1968, as amended, which makes it illegal to advertise 'any preference, limitation, or discrimination based on race, color, religion, sex, or national origin, or an intention to make any such preference, limitation, or discrimination." This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis."