

EXHIBIT B

HOME RETRO PROGRAM
APPLICATION FOR LANDLORD/PROPERTY OWNER

To be completed and signed by all Property Owners (Landlords) of the property. Questions about the Application should be directed to:

ALPHA ONE
125 Main Street
South Portland, ME 04106
(800) 640-7200

Name of Intake Staff:
Telephone of Intake Staff:
Email of Intake Staff:

I. PROPERTY OWNER INFORMATION

List all owners of the property.

OWNER

CO-OWNER

First Name MI Last Name

First Name MI Last Name

Company Name

Company Name

Mailing Address

Mailing Address

City State Zip

City State Zip

Daytime Telephone:

Daytime Telephone:

Evening Telephone

Evening Telephone:

II. PROPERTY INFORMATION

Provide the property address to be modified.

Property Street Property City Property State Property Zip

Single Family Home: Yes No Year Built

Multifamily Home Yes No Number of Units

List all tenants benefiting from the modifications to the property.

Unit Number:

Unit Number:

Tenant Name:

Tenant Name:

Tenant Telephone:

Tenant Telephone:

Unit Number:

Unit Number:

Tenant Name:

Tenant Name:

Tenant Telephone:

Tenant Telephone:

III. CERTIFICATION

Each person signing this Owner Certification certifies that:

1. The building(s) and apartment unit(s) for which I am requesting a Grant under the Maine State Housing Authority ("MaineHousing") Home Retro Program (the "Program") is located within the State of Maine at the property address identified on this Property Owner (Landlord) Application (collectively the "Program Units"):
2. The Program Unit(s) are owned by me.
3. I agree to advertise vacant/vacated Program Units on the MaineHousingsearch.org website. I agree to include in the advertisement the specific accessibility features of the modified unit.
4. I understand that any misrepresentation or misstatement in this Certification or any other document executed in connection with the Program Grant issued to me will constitute a breach of this Certification and entitle MaineHousing to take appropriate proceedings against me.
5. I understand that MaineHousing, Alpha One Administrator, any mortgage insurer or guarantor or any of their representatives may wish to investigate or to verify the matters set forth in this Certification or in other documents provided in connection with the my application for a Program Grant, and I hereby permit such investigation or verification.
6. I understand that upon sufficient notice, MaineHousing or agents of Alpha One shall have the right of entry to the Program Unit(s) and the right to inspect all Program work done, material, equipment and fixtures furnished, installed or stored in and about the Program Unit(s).
7. In the case of co-owners, statements made throughout this Certification in the singular include the plural.

Signed by all owners of the property.

Signature of Owner

Date

Signature of Co-Owner

Date

**IF YOU DO NOT UNDERSTAND ALL OF THE INFORMATION CONTAINED IN THIS DOCUMENT,
PLEASE CONTACT ALPHA ONE FOR CLARIFICATION BEFORE SIGNING.**

ALPHA ONE USE ONLY

Alpha One has reviewed this Application and determined it is complete.

Date: _____

Alpha One Representative Signature

Alpha One Representative (print)

MAINE STATE HOUSING AUTHORITY PRIVACY NOTICE

NOTICE TO APPLICANT REGARDING PRIVACY ACT INFORMATION

Safeguarding information in this age of technology presents new challenges for all of us. But at the Maine State Housing Authority ("MaineHousing"), your confidence in us is our greatest asset. For that reason we adhere to strong guidelines to ensure that any private financial information you share with us is protected and held in confidence. Our employees are highly trained and are held to the highest standards of conduct.

MaineHousing wants you to understand how we gather, use and safeguard information about you to provide you with our products and services. This notice explains our practices for the gathering, sharing and security of information relating to our customers.

Information We Gather

As part of providing you with financial products or services, we gather non-public personal information about you from the following sources.

Applications, account forms and other information that you provide to us, whether in writing, in person, by telephone, electronically or by any other means. This information may include your name, address and social security number.

Your transaction with us.

Information about your transactions with non-affiliated parties.

Information from a consumer reporting agency.

Information We Share

We do not share any personally identifying information on our current or former customers to any third party, except the following as permitted by law:

With your permission.

To comply with federal or state laws and other applicable legal requirements.

To consumer reporting agencies.

To respond to subpoena or court order, judicial process or regulatory authorities.

To third parties assisting us in performing our functions or services to you. These third parties are under contract to maintain this information in confidence and not use this information for other purposes. For example, we may share personally identifying information with mailing services, firms that assist us in marketing our products or other financial institutions with whom we jointly market financial products or services. We may share personally identifying information with service providers who help us process your applications or service your accounts. Our service providers include attorneys and other professionals. **Because we do not share non-public information, outside of these exceptions, opting-out is not necessary.**

If you are no longer an active customer, we will retain your records for as long as required by law. We will continue to treat your personally identifying information as described in this notice.

Our Security Procedures and Information Accuracy

We restrict access to the personal and account information of our customers to those employees who need to know that information in the course of their job responsibilities. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to protect customer information.

We also have internal controls to keep customer information as accurate and complete as possible. If you believe that any information about you is not accurate, please let us know.

If you have a privacy-related concern, please contact our Counsel, Jodie Stevens, 207-626-4683 or 1-800-452-4668 ext. 1683.

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HOME RETRO PROGRAM PROPERTY OWNER (LANDLORD) INFORMATION FORM

This Property Owner (Landlord) Information Form describes program requirements and provides a list of things that you need to know, and need to do before making a commitment for a Home Retro Program Grant from the Maine State Housing Authority (“MaineHousing”).

HOW THE PROGRAM WORKS:

MaineHousing’s Home Retro Program is administered by Alpha One. Alpha One will take your application, perform all necessary eligibility verifications, and inspect the work as it is being performed. After you have signed all necessary documents and if all guidelines are met, MaineHousing will fund your grant with funds being held on your behalf.

MaineHousing uses funds from the Real Estate Transfer Tax and other state funds to provide funding for the program.

GENERAL PROGRAM INFORMATION:

MULTIFAMILY PROPERTY OWNERS/LANDLORDS

- Grants will be provided to owners of rental properties. The maximum grant amount a landlord can receive is \$10,000 for a single eligible unit. If costs exceed \$10,000 per unit, landlords must pay the difference. If landlords can’t or refuse to pay the difference, MaineHousing reserves the right to “walk away”.
- Landlords will be required to sign several documents, including an application, grant documents, a construction contract and other documents necessary for completion of Home Retro Program. Landlords must also provide proof of building ownership (e.g. a property deed).

OTHER REQUIREMENTS

- Homeowner insurance is required for all properties enrolled in the program. Applicants with properties located in a FEMA recognized Special Flood Hazard Area (100 year flood plain) will not be allowed to participate in the program.
- **Owners can only hire a qualified, licensed contractor from our approved contractor pool, to perform the work and cannot use grant proceeds to pay for his/her own labor or to purchase his/her own materials to perform the work.**
- Do not start any work until your application is approved **AND** you have signed required grant documents and other required documents with Alpha One. **Any work started prior to grant closing will not be funded by MaineHousing.**
- During the work, the contractor may need to use water, electricity and other utilities. The cost for the use of these utilities will be at the expense of the owner or tenant as identified by the lease agreement and HAP Contract between the two parties
- Site visits will be conducted by staff from Alpha One and/or MaineHousing during the construction phase.

CONTRACTOR PROPOSALS:

The property owner will obtain a minimum of three bids from separate, qualified contractors to perform the work. The contractor must be a MaineHousing approved contractor. If you do not select a contractor from the pre-qualified list, you will not receive a grant through this program. Landlords are prohibited from doing their own work.

If you know of a contractor you would like to use in your project, that contractor may apply to become pre-qualified for the program and he/she will have to bid on the project just like any other contractor.

- A pre-qualified contractor is a contractor who has demonstrated proof of workers compensation and liability insurance, references, assurances that the company does not appear on a state or federal debarred list, knowledge of local codes and a willingness to sign and adhere to the Attorney General’s standard construction contract. Alpha One cannot guarantee the work of the contractor.
- Alpha One will award the project to the lowest bidder. If you choose a contractor whose bid is higher than another, **you will be responsible** for paying the difference between the low bid and the bid you chose.

CONTRACTS:

MaineHousing’s Home Retro Program requires a Home Construction Contract to be signed by you and the chosen contractor. Alpha One will provide the contract you must use.

CONTRACTOR PAYMENTS:

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- No payments will be released to the contractor until Alpha One authorizes payment. Final payment will be withheld until the contractor passes a final inspection performed by Alpha One and/or MaineHousing.
- You, the chosen contractor and Alpha One will enter into an Escrow Agreement. This enables Alpha One to hold and distribute the construction funds on your behalf and in accordance with program rules.

RESOLUTION OF DISPUTES:

The MaineHousing uses a standard procedure for resolving disputes among the owner, the contractor, and Alpha One concerning the rehabilitation of a home. Alpha One is initially responsible for resolving disputes. If a dispute arises concerning the provisions of the signed contract or the performance by the parties, contact Alpha One immediately and describe your complaint. If Alpha One is unable to informally resolve your dispute, they will assist you through the following process.

- *Notice of Dispute.* Within five business days of becoming aware of a dispute that is not readily resolved, Alpha One will send MaineHousing a notice of the dispute with a copy of any written correspondence from the complainant. Alpha One will also send a copy of the notice of dispute to the complainant. If MaineHousing learns of the dispute first, MaineHousing shall, within three working days send Alpha One a notice of dispute along with any correspondence from the complainant. For the most efficient process, contact Alpha One first, not MaineHousing.
- *Informal Conference.* Alpha One will set up an informal conference to be held within fifteen days from when Alpha One becomes aware of the dispute. Alpha One will notify all parties of the date, time and place of the informal conference giving reasonable consideration to the schedules of all parties and the severity of the dispute. If the informal conference produces a resolution to the dispute, Alpha One will prepare a document signed by all parties involved in the dispute that plainly states the agreed upon resolution.
- *Binding Arbitration.* The construction contract and/or the general construction contract between the contractor and you will contain a binding arbitration clause. If the informal conference does not produce a resolution, Alpha One will issue a document stating that no resolution was reached and that the parties will Alpha One, owner, and contractor otherwise agree, the arbitration shall be conducted in accordance with the construction industry arbitration rules of the American Arbitration Association. The decision of the arbitrator will be final.