

HOLD HARMLESS AGREEMENT CONTRACTOR SELECTION

Borrower: _____ GRC Loan #: _____

Property Address: _____

You have applied for a renovation home loan. One of the requirements of this loan type is that you have a General Contractor. **You are solely responsible for selecting a contractor and negotiating the terms of the renovation contract.** Neither the Lender nor its employees can refer you to a specific contractor. Please be advised that your Lender, its employees, or other agents do not encourage, promote, or require the use of any contractor. **Guaranteed Rate Inc, its employees, and other agents make no warranties of any kind regarding a validated contractor including, but not limited to, the contractor's workmanship, timeliness of completion, quality of materials, cost for services provided, scope of work, job-site cleanliness, etc.**

It is your responsibility to select the contractor, and the check the work and references of the contractor you select. You are encouraged to conduct Your own investigation of a prospective contractor. When a contractor is selected, your Lender will validate that the contractor meets all jurisdictional licensing and bonding requirements, meets insurance coverage requirements, and has contractually agreed to complete the work described in Your Specification of Repairs for the amount estimated and within the allotted time frame; however, this information is obtained for the sole use by the Lender and You may not rely on the Lender's validation process for Your own use. You are solely responsible for due diligence associated with selection of a contractor. Lender's validation of the contractor's qualifications creates no responsibility on the part of Lender for damage or other liability arising from Your use of the contractor.

You, the Borrower(s), agree to hold harmless the Lender, its agents, successors and/or assigns, and its employees, from and against all claim, damages, losses, expenses, legal fees, and other cost arising or resulting from the contractor, subcontractors, or material suppliers performance of the work, negligence, breach of contract, tortious act, wrong-doing, and/or other behaviors/activities that may give rise to liability.

Notwithstanding the above, it is expressly understood by You that, in the event a cause of action or claim is asserted against the contractor, subcontractor, and/ or You will provide the Lender with notification of such claim, dispute, or notice. Lender may, at its discretion, defend such dispute with full rights of recourse to You, the Borrower(s), for any and all fees, costs, expenses, and payments, including but not limited to attorney fees, and settlement payments, made or agreed to be paid, in order to defend or discharge the claim, cause of action, dispute or litigation.

You understand that these statements and acknowledgments are made for the purpose of inducing the Lender to advance the money pursuant to the terms of the Loan documents, and the Lender is relying upon the truth and accuracy of the statements made in advancing such loan proceeds. Further, You agree to hold harmless Lender, its agents, successors and/or assigns, and its employees against cost, damages, attorney's fees, expenses, and liabilities which it may incur or sustain in connection with the incorrectness of any of these representations or court action arising there from and will pay the same upon demand.

Borrower Signature

Date

Co-Borrower Signature

Date