

**HOMEOWNER PARTICIPATION AGREEMENT  
RESIDENTIAL SOUND INSULATION PROGRAM**

**PARTIES**

Piedmont Triad Airport Authority ("Authority")  
1000-A Ted Johnson Parkway  
Greensboro, N.C. 27409

\_\_\_\_\_ ("Homeowners")

**RECITALS**

Homeowners own the real property located at \_\_\_\_\_, \_\_\_\_\_, N.C. (the "Property"), including the residence located on the property. As part of its Residential Sound Insulation Program ("RSIP"), the Authority has agreed to pay for work (the "Work") to be performed on the Property, as described in the Site Specific Specifications (SSS) attached to this Agreement, for the purpose of improving the sound insulation of the residence. The Work will be funded in part by a grant from the Federal Aviation Administration (the "FAA"). The Authority has also presented to the Homeowners an Avigation Easement (the "Avigation Easement") to be granted to the Authority as a condition for the Authority's entering into this Agreement. The Homeowners have carefully reviewed this Agreement and the attached SSS and have had an opportunity to question the Authority about the specific improvements that will be made to the Property. They have also reviewed the Avigation Easement. They have agreed to the performance of the Work and to execute the easement. This Agreement describes how the Work will be done and the mutual rights and obligations of the parties in connection with the Work.

**AGREEMENTS**

The Authority and the Homeowners agree as follows:

**1. Performance of the Work.**

The Authority will hire a licensed general contractor or contractors ("Contractor") to perform the Work under a contract (the "Construction Contract") between the Authority and the Contractor. The Authority will schedule the Work with the Contractor and will monitor the Work as it proceeds. Upon the completion of the Work, the Authority will inspect the Work to determine if the Work has been completed in conformity with the Construction Contract; and the Authority will pay the full amount owed to the Contractor for the Work as payment becomes due under the Construction Contract. The Authority shall not permit any valid labor or materialman's liens to attach to the Property as a result of the Construction Contract; provided that the Homeowners shall promptly forward to the Authority any claim of lien received by the Homeowners from the Contractor, any of its Subcontractors or material suppliers, or any other person for labor or materials furnished under the Construction Contract. Homeowners agree for the Work to be performed substantially in accordance with the applicable sections of the General Specifications for the RSIP, which the Homeowners may review upon request. Homeowners will permit all of the Work to be completed in full, as shown on the SSS, to achieve the desired noise reduction and to qualify the Work for FAA grant support.

**2. Access to the Property.**

Homeowners agree (i) to provide full access to the Property to the Authority's staff, consultants and engineers for them to monitor the Work, to make inspections, and to perform any acoustical tests that the Authority may elect to make, (ii) to permit the Work to be inspected by the Authority or by the FAA during the performance of the Work and after completion thereof and (iii) to allow photographs to be taken of their property prior to the Work and afterwards. Homeowners shall also provide full access to their Property to potential bidders for the Construction Contract to enable the bidders to prepare their bids and full access to the selected Contractor for the Contractor to prepare for and to perform the Work. Homeowners may

restrict access to their property for all such purposes to the hours between 8:00 AM to 5:00 PM, Monday through Friday exclusive of holidays and will be given at least 48 hours advance notice of when access will be required. Homeowners or their designated representative will be present on the Property to provide interior access when needed; and Homeowners acknowledge that it is advisable for them to be present, or to have a representative present, while the Work is underway. The Authority will use its best efforts to keep the Homeowners advised of the planned construction and to accommodate the Homeowners' schedule. While the construction is underway, Homeowners shall remove from construction areas all furnishings and other belongings that might impede the Work, shall secure any fragile items that could be damaged by the Work, and shall pay or reimburse to the Authority any additional charges of the Contractor that may result from their failure either to clear the construction area or to secure such items. The Contractor shall have the right to make such reasonable use of the Homeowners' utilities as may be needed during construction.

### **3. Additional Improvements.**

If, before or during the performance of the Work, the Authority determines that the Work cannot be completed successfully unless other improvements are made to the Property, the Authority will cause such improvements to be made at the Authority's expense if the cost is \$1,000.00 or less. If the cost of such improvements exceeds \$1,000.00, the Authority will notify the Homeowners of the additional improvements that are needed and the Contractor's estimate of the total cost. The Homeowners will then have 10 days to notify the Authority whether the Homeowners elect for such improvements to be made. If the Homeowners elect to proceed with such improvements, the Homeowners shall cause such improvements to be made within 30 days thereafter. The Authority shall pay up to but not in excess of \$1,000.00 of the cost of such improvements, and the Homeowners will pay the balance. If the Homeowners do not elect to proceed with the improvements, the Authority may elect (a) for the Work to be completed without the additional improvements as closely as possible to the

original plans, (b) for the additional improvements to be made at the Authority's expense, or (c) to terminate this Agreement, restoring the Property as nearly as possible to its original condition except for any portion of the Work that was previously completed. Except as provided in this Section 3, Homeowners shall not request or agree with the Contractor or any of its subcontractors to make any changes in the scope of the Work for the Construction Contract; and any additional or supplemental services agreed to by the Homeowners and the Contractor shall be performed under a separate contract between them which shall not be binding upon the Authority or in any manner alter the Authority's responsibilities under this Agreement.

#### 4. Final Inspection.

After the Contractor notifies the Authority that the Work has been completed, the Authority shall have the right to conduct an inspection of the Work, both inside and outside the house, and to prepare a written report of the inspection. Unless otherwise agreed with the Homeowners, the inspection shall take place on a weekday between the hours of 8:00 A.M. and 5:00 P.M., exclusive of holidays, and the Authority shall give the Homeowners at least 48 hours advance notice of the date and time of the inspection. The Homeowners, or a person having authority to represent the Homeowners, shall be present during the inspection and shall sign the inspection report prepared by the Authority, either indicating the Homeowners' agreement with the report or specifying on the report any defects in the Work, or any failure by the Contractor to perform the Work in full, that is known to the Homeowners and that has not been noted by the Authority. The Authority shall provide a copy of the report to the Homeowners including any exceptions that have been taken by the Homeowners. The Authority shall determine, in its judgment, what corrective action or additional Work, if any, that the Contractor will be required to perform for satisfaction of the contract specifications, but the Authority's decision shall not be binding on the Homeowners if they disagree nor shall it bar any claims that the Homeowners may have against the Contractor. If the Authority concludes that corrective action or additional Work

is required, the Authority may schedule subsequent inspections under this Section 4 until the Authority is satisfied with the Contractor's performance.

**5. Warranties.**

In addition to a one year warranty of materials and workmanship to be provided by the Contractor in the Construction Contract, the Construction Contract will require the Contractor to provide Homeowners with any product warranties for materials incorporated in the Work. Homeowners agree (i) that the Authority does not itself warrant, and shall not be liable for, any defects in either materials or workmanship, (ii) that the Homeowners shall be solely responsible for enforcing any warranty claims that they may have against the Contractor or material suppliers, and (iii) that the Authority's liability under this Agreement shall be limited to paying the money owed to the Contractor and the costs of contract administration. Homeowners further agree that, while the purpose of the Work is to reduce interior noise levels in their residence, the Authority does not warrant the level of noise reduction that will be achieved as a result of the Work.

**6. Release of Authority.**

Homeowners release the Authority, and its employees, consultants and agents, but not the Contractor or any of the Contractor's subcontractors, from any claim for personal injury or property damage resulting from the Work, except to the extent that such injury or property damage results from the negligence or willful fault of the party to be released. The Authority shall not have any liability for loss or damage to the Property itself or to the belongings of either the Homeowners or others at the Property.

**7.. Environmental Conditions.**

Homeowners represent that the Property is in full compliance with all environmental laws, rules and regulations and that no asbestos, lead paint, or other hazardous materials or conditions exist upon the Property that might interfere

with the Work. Homeowners acknowledge that the Work may affect air infiltration into their residence from the outside and agree that they will be solely responsible for all ongoing maintenance requirements of gas combustion appliances, for the maintenance of interior moisture and humidity levels and for any problems resulting from the reduction in air infiltration into the residence.

**8. Ownership and Maintenance of Work.**

All sound insulation materials shall become the property of the Homeowners upon completion of the Work and final acceptance of the Work by the Authority. Homeowners shall be responsible for the maintenance and operation of the items installed, purchased or constructed in connection with the Work, and any necessary replacement of such items, after the expiration of the applicable warranties; and neither the FAA nor the Authority shall have any responsibility for the maintenance and operation of such items.

**9. Avigation Easement.**

In consideration for the Authority entering into the Construction Contract and the Authority's agreement to pay for the Work, the Homeowners, upon the execution of this Agreement, shall also execute the Avigation Easement, with acknowledgment by a Notary Public, and shall return the signed Avigation Easement to the Authority. The Homeowners shall cooperate with the Authority's efforts to obtain the written consent to, or joinder in, the Avigation Easement by the current holders of any Notes secured by a deed of trust encumbering their real property. If the Authority's efforts are unsuccessful as to any Note Holder, the Authority may elect to rescind this Agreement, by written notice to the Homeowners, in which case neither party shall have any further obligation to the other; but if the Authority does not elect to rescind this Agreement, the Avigation Easement shall remain valid as to the Homeowners and may be recorded by the Authority without the consent or joinder of such Note Holder. The Authority is hereby authorized to record the executed easement in the Office of

the Register of Deeds of Guilford County, North Carolina.

**10. Title to Property.**

Homeowners represent and warrant to the Authority that they own fee simple title to the Property and that they will not convey any interest in the Property, or suffer any lien or encumbrance to attach to the Property, until the Avigation Easement has been recorded.

**11. Entire Agreement.**

This Agreement and its attachment constitute the entire agreement between the parties regarding the subject matter hereof and the rights and remedies of the parties. This Agreement may not be amended except by a written instrument signed by both parties.

**IN WITNESS WHEREOF**, this Agreement has been signed by the Authority and by the Homeowners on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PIEDMONT TRIAD AIRPORT AUTHORITY**

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Executive Director

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Finance Officer  
Piedmont Triad Airport Authority

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\_\_\_\_\_, Homeowner

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\_\_\_\_\_, Homeowner



**SITE SPECIFIC SPECIFICATIONS**  
**FOR THE PROPERTY TO BE**  
**ATTACHED HERE**