**State of Georgia**

**CDBG-DR**

**Homeowner Rehabilitation and Reconstruction Program (HRRP)**

**Limited Subrogation Agreement**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WHEREAS, insert homeowner(s) name(s) (Homeowner) is receiving financial assistance from the State of Georgia CDBG Disaster Recovery (CDBG-DR) Homeowner Rehabilitation and Reconstruction Program (HRRP), administered by insert subrecipient name in the amount of $ \_\_\_\_\_\_ to repair, replace, and/or elevate the home located at insert address.

In consideration of receipt of funds under the State of Georgia Community Development Block Grant Disaster Recovery (CDBG-DR), Homeowner Rehabilitation and Reconstruction Program (“the Program”) for the 2017 Presidentially Declared Disasters (4294, 4297, & 4338) (“the Disaster”) being administered by insert subrecipient name, subject to the provisions below I hereby assign to the State of Georgia, to the extent of the grant proceeds awarded or to be awarded to me under the Program, all of my claims and future rights to reimbursement and all payments hereafter received or to be received by me (a) under any policy of casualty or property damage insurance or flood insurance (Policies) on the residence, excluding contents (Residence) described in my application for assistance under the Program; (b) from FEMA, Small Business Administration, HUD, and any other federal agency, arising out of physical damage to the Residence caused as a result of the Disaster. Such policies include, but are not limited to, insurance policies characterized as homeowner's, wind, flood or any other type of casualty or property damage or hazard insurance coverage under which I have or may assert any claim for physical damage to the Residence due to severe storms and flooding resulting from the Disaster.

Notwithstanding anything to the contrary contained herein, this is a limited subrogation and assignment, and is limited to an amount not to exceed the amount of the grant received by the undersigned under the Program, to which the State of Georgia has not been reimbursed from other sources. If I hereafter receive any Federal Assistance Payments for physical damage to the Residence (not including contents) from the Disaster, I agree to promptly pay such amount to the State of Georgia if that amount would have reduced the amount of my Program grant had I received such Federal Assistance Payment prior to my receipt of grant proceeds. For Federal Assistance Payments, this assignment shall not apply to benefits specifically calculated to be in excess of the amount of my grant received under the Program. In any proceeding to enforce this Agreement, the State of Georgia shall be entitled to recover all costs of enforcement, including actual attorney's fees and court costs. Now, therefore, the State of Georgia has an option to recoup assistance used on the above described property upon the terms, conditions and contingencies herein set forth. Homeowner agrees that if he/she receives further insurance proceeds and/or federal benefits for rehabilitation, repairs or reconstruction to their residence in connection with the Disaster, the homeowner will report receiving benefits by emailing CDBG-DR@dca.ga.gov , within one (1) month of receipt of additional proceeds and/or benefits. If homeowner fails to report additional insurance proceeds and/or federal benefits, then the State of Georgia will require immediate repayment of the total amount of additional funding received. The Homeowner and the State of Georgia acknowledge that the State has the right and responsibility to enforce this agreement.

IN WITNESS WHEREOF, the undersigned homeowner(s) has affixed his/her signature and seal this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

STATE OF GEORGIA

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THUS DONE AND SIGNED on the \_\_\_ day of \_\_\_\_\_\_\_\_\_\_ , 20\_\_\_\_, in the presence of the undersigned witnesses and Notary Public, after due reading of the whole.

Witness: Owner(s):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name Owner 1 Print Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Signature Owner 1 Signature

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Owner 2 Print Name

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Owner 2 Signature

SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_

NOTARY PUBLIC FOR GEORGIA

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_