

# Southern University Law Clinic

## Disaster Relief Handbook

- I. Choosing a contractor
- II. Successions
- III. FEMA appeals

### **I. Choosing a contractor**

#### **A. Plan your project**

- i. Figure out what you need to be repaired
- ii. Research potential contractors who are able to make the necessary repairs

#### **B. Get at least 2-3 estimates**

- i. When comparing estimates from different contractors, don't just compare the bottom line cost.
- ii. Look at the cost and quality of materials for each one.
- iii. Be sure the estimate includes the total price, the materials to be used, a time table for payments and the expected time line for completion of the work.

#### **C. Verify the contractor's/subcontractor's licenses**

- i. Get proof that the contractor you may be working with is licensed. Visit "Contractor Search" on [www.LAContractor.org](http://www.LAContractor.org), or get the mobile app, "La. Contractor," to check the status of their license.
- ii. Only work with contractors who are currently licensed

#### **D. Check at least 3 references**

- i. Ask your contractor for three references in writing
- ii. When speaking with the references ask if they were satisfied with the contractor's work and if the contractor kept to the schedule and the contract terms
- iii. You can also look for reviews on sites like [angieslist.com](http://angieslist.com)

### **E. Require a written contract**

- i. The contract should be a detailed description of the work to be done, the material to be used and the equipment to be installed
- ii. Be sure there is a schedule of payments and a time line for when the work will be completed
- iii. Be sure you understand the contract before you sign it

### **F. Contact an attorney**

- i. If you need someone to help you review it, call **225.771.3333**, and someone from **Southern University Law Center's Disaster Relief Clinic** will be happy to assist you.
- ii. Any changes to the contract should be agreed upon by both parties, and should be made in writing
- iii. Always get a copy of both the contract, and any changes made to it, for your own records

### **G. Don't make a large down payment; instead, make payments as work is completed.**

- i. The payment plan should be outlined in the contract between the contractor and you
- ii. The down payment you should pay in order for work to begin should coincide with the materials and labor necessary to complete the first phase of the project
- iii. Never pay for something that has not been completed
- iv. Do not pay for anything in cash. Use other methods in order to keep a record of all payments made

### **H. Monitor the job**

- i. Regularly check-in on the progress of the work.
- ii. Any and all permits should be displayed by the contractor while the work is being completed

## **I. Don't make the final payment until the work is complete**

- i. Have the contractor meet with you to conduct a walk around while you double check the work
- ii. Before making the final payment make sure that you are satisfied with the completed work

## **J. Keep all paperwork related to the job**

- i. Be sure to keep a file of all papers and documents that pertain to your project, including the contract, any written changes, all bills and invoices, receipts of payments and all correspondence with your contractor
- ii. Also include photos of the job in progress in your file

## **K. Other Requirements for Repairs**

### **i. Repairing your own property**

- a. Property must be your primary residence
- b. Repairs must be less than \$7500, as no license is required for such work
- c. However, this law is superseded by any requirements stipulated by your homeowner's insurance/mortgage companies.
- d. First check with your insurance and mortgage companies before beginning any home improvements

### **ii. Specific License Requirements**

- a. If the improvement costs are between \$7500 and \$75,000, then you need a home improvement contractor who must register for a Home Improvement Registration
- b. If the costs are more than \$75,000, then the contractor must be licensed as a residential building contractor
- c. Contractors who hold valid Residential Licenses can perform home improvement work of any value
- d. A contractor who holds a valid Commercial License can make repairs, so long as the costs do not exceed \$75,000

### **iii. Specific License Requirements, cont.**

- a. Electrical, mechanical, and plumbing work requires a contractor to have a Commercial License for projects exceeding \$10,000
- b. Mold Remediation projects with a value of one dollar or more must be performed by a licensed mold remediation contractor

### **iv. Mortgage Requirements**

- a. If you are current on your mortgage payments **AND** have damage repair costs of less than \$40,000, the loan servicer must have policies and procedures to determine when a licensed contractor is required to repair or reconstruct the residence. You must contact your Loan Servicer to determine which requirements apply to you
- b. When the damage repair costs are greater than/equal to \$40,000, the loan servicer **MUST** ensure a licensed contractor is used to repair or reconstruct the residences
- c. In cases where homeowners are 31+ days delinquent in their mortgage payments, a licensed contractor is **ALWAYS** required to repair or reconstruct the residences

## **II. Successions**

- A.** Sometimes it is necessary to open a succession in order to prove who owns a piece of property. Completing a succession allows you to show who legally has an ownership interest in property, and allows those with such an interest to work with others to repair it.
- B.** In certain instances, it is possible to obtain a succession by affidavit. In order to pursue this type of succession, the value of the property has to be \$125,000 or less. This option is beneficial because most times, it is a faster and cheaper alternative to a traditional succession.
- C. Documents/information needed to obtain ownership interest in property include the following:**

- i. The decedent's will
- ii. Biographical and Family Information

iii. Name of Decedent    iv.

Decedent's date of birth

v. Decedent's date of death

vi. City and Parish of Decedent's residence at time of death    vii.

Marriages

viii. List of all marriages,

ix. Dates of all marriages

x. Cause of termination of marriages (death of a spouse, divorce, annulment)

#### **D. Children**

i. List all of the decedent's children

ii. Include the following information:

a. full name;

b. date of birth;

c. date of death if applicable;

d. how related to decedent (biological child, adopted child, stepchild)

#### **E. Assets**

i. List all the decedent's assets.

ii. For each item, determine the value or account balance on the date of the decedent's death, and please make copies of any supporting documentation

iii. Bank Accounts and Investment Accounts

a. Describe all accounts in the decedent's name, his/her spouse's name, and joint accounts

b. Name(s) on account

c. Bank where account is located

- d. Account number
  - e. Account type (checking, savings, money market, etc.)
  - f. Balance in account on the date of decedent's death
- iv. Stocks, Bonds, Securities
- a. Describe all stocks, bonds, and marketable securities owned by the decedent
  - b. For each item please include a description and the value of the property on the date of the decedent's death
- v. Automobiles, boats, RV's, and similar items
- a. Describe all automobiles, boats, RV's, and similar items owned by the decedent, his/her spouse, or by the decedent and another person jointly
  - b. For each item please include the following information:
    - Registered owner(s)
    - VIN Number
    - Make and model
    - Value as of the date of the decedent's death
- vi. Real Estate, mineral interests, timber interests
- a. Describe all real estate, mineral interests, and timber interests owned by the decedent. Indicate the decedent's ownership interest in the property
  - b. Please include a legal description of the property, if possible. You can usually find this in your mortgage or the act of sale in which the decedent acquired the property
  - c. Please include the value of the property on the date of the decedent's death, if possible
- vii. Life Insurance & Annuities
- a. Include the value of the proceeds of any life insurance policy or annuity paid on account of the decedent's death
  - b. For each policy, please include the following information:

- Name of insurance/annuity company
- Policy number
  
- Value of proceeds paid
  
- Beneficiary of proceeds

viii. Business Interests

- a. Describe any partnership, LLC, or corporation interest owned by the decedent on the date of his death
- b. Determine the value of the decedent's share within the partnership, LLC, or corporation

ix. Personal Effects

- a. Describe the clothing, furniture, jewelry, and personal effects owned by the decedent on the date of his/her death
- b. Include the estimated value of these effects. Generally, personal effects may be grouped together and assigned a value as a group
- c. However, valuable items and collections should be listed individually and be valued separately. Common valuable items include:

- Art
- Guns
- Coins
- Antiques
- Silver
- Furs
- Jewelry
- Stamps

x. Sums Due to Decedent

- a. Describe any amounts owed to the decedent on the date of his/her death even if they were not collected until a later time
- b. Common sums due to the decedent may include:
  - Tax refunds
  - Rent from rental property

- Last paycheck

## **F. Debts**

- i. Please list and describe all debts the decedent owed at the time of his/her death
- ii. Credit Cards
  - a. Credit card name
  - b. Account number
  - c. Balance on the date of the decedent's death
- iii. Loans
  - a. Please describe all loans owed by the decedent on the date of his/her death
  - b. Common types of loans include:
    - Mortgage Student loans
    - Home equity line of credit Automobile loans
    - Reverse mortgage Cash advances
    - For each loan, please include the following:
      - i. Name of Lender
- ii. Account Number/Loan Number
  - iii. Amount owed on the date of the decedent's death
- iv. Other Debts
  - a. Please describe any other debts owed by the decedent on the date of his/her death.
  - b. Examples of other debts include:
    - Unpaid taxes
    - Unpaid child support or spousal support
    - Unpaid court judgments



- Unpaid medical bills

v. Administrative Expenses

- a. Please describe any expenses the decedent's estate or the decedent's family has paid to preserve his/her property, administer his/her estate, or for his/her funeral
- b. For each expense, please indicate the amount of the expense and who paid it. When possible, please provide supporting documents such as bills or receipts
- c. Common administrative expenses may include:
  - Funeral Expenses
  - Cremation/burial expense
    - Headstone
  - Cost of funeral service
  - Cost of honorarium to clergy
  - Obituary
  - Property Maintenance Expenses (expenses paid to maintain the decedent's property)
  - Insurance payments on real estate and automobiles
  - Mortgage or other loan payments made after the decedent's death
  - Storage costs
  - Cleaning costs
  - Real estate taxes

vi. Administrative & Legal Expenses

- a. These are the expenses incurred by the executor of the decedent's estate and the legal fees associated with administering his estate
- b. Common examples include:
  - CPA/Tax Preparation costs for the decedent's final tax return
  - Appraisal fees
  - Court costs
  - Attorney fees
- c. Free Legal assistance to complete a succession can be obtained from: Southern University Legal Clinic (225.771.3333)

### **III. FEMA Appeals**

#### **A. Background for FEMA Appeals**

- i. All appeals must be filed in writing to FEMA. You should explain why you think the decision is incorrect. When submitting your letter, please include:
  - a. Your full name
  - b. Date and place of birth
  - c. Address
- ii. In addition, your letter must be either notarized, include a copy of a state issued identification card, or include the following statement, "I hereby declare under penalty of perjury that the foregoing is true and correct." You must sign the letter.
- iii. If someone other than you or the co-applicant is writing the letter, there must be a signed statement from you affirming that the person may act on your behalf. You should keep a copy of your appeal for your records.
- iv. To file an appeal, letters must be postmarked, received by fax, or personally submitted at a Disaster Recovery Center within 60 days of the date on the determination letter.
- v. NEVER send FEMA an original copy of ANYTHING. Make sure to make copies of all documents and submit those copies only.

Sometimes information is misplaced, and if you keep your original, in the event that FEMA cannot find your documentation, you can always submit another copy.

**B. Documents needed include:**

- i. Insurance documents
- ii. Documents from insurance company that detail coverage
- iii. Documents that prove that FEMA settlement is insufficient to make essential home repairs, provide a place to stay, or replace certain contents
- iv. Documents that detail any flood insurance coverage
- v. FEMA cannot duplicate homeowner/rental insurance benefits
- vi. Documents that prove occupancy if you rented the property
- vii. Documents that prove the damaged home/rental was your primary residence
- viii. Examples: utility bills, driver's license, lease, etc.
- ix. Documents that prove ownership if you owned the property
  - a. Examples may include:
    - Mortgage
    - Insurance documents
    - Tax receipts
    - Deed
- x. Proof of expenses for home repair
- xi. Copies of contracts that were signed for repair of the property
- xii. Quotes/estimates of cost of work to be done
- xiii. Receipts/cancelled checks that prove expenses for home repair were incurred
- xiv. Any documents showing expenses for home repair, personal property replacement, moving and storage costs, etc.
- xv. Information from inspections
- xvi. All documents that detail any inspection done on the property

xvii. Photographs

- a. Pictures of all damage to the property
- b. Pictures of damage to personal belongings

xviii. All correspondence with FEMA

- a. All letters, forms, documents, etc. that FEMA has sent to you since you began your claim
- b. All letters, form, documents, etc. that YOU have sent FEMA since you began your claim
- c. Any documents showing ineligibility for a SBA loan

**IV. References**

A. [www.lslbc.louisiana.gov](http://www.lslbc.louisiana.gov)

B. [www.fema.gov](http://www.fema.gov)

C. [www.disasterlegalaid.com](http://www.disasterlegalaid.com)

D. Prof. Virginia Listach, Esq., Director of Clinical Education at Southern University Law Center

**Remember, you can contact Southern University Law Center's Legal Clinic at 225.771.3333, for assistance with your legal matters!**

**APPENDIX**

## **La. Prac. Constr. Law Appendix 2**

Louisiana Practice Series | James  
S. Holliday, Jr.  
H. Bruce Shreves  
Dale R. Baringer  
Appendices

### **Example of a Flat Fee Construction Contract For Educational Use ONLY**

#### **STATE OF LOUISIANA PARISH OF EAST BATON ROUGE**

This AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between [Name of Builder], [Address of Builder] (hereinafter referred to as “BUILDER”), and \_\_\_\_\_, \_\_\_\_\_ (address), (hereinafter referred to as “OWNER”) who hereby agree:

That the BUILDER and the OWNER for the consideration hereinafter named, agree and bind and obligate themselves as follows:

#### **I. Project**

The BUILDER agrees to furnish all materials, to do and perform all the work, and to erect, build, finish and deliver in a workmanlike manner the completed home as shown on the drawings described in the specifications prepared by \_\_\_\_\_ and dated and signed by the parties hereto on this date, which said drawings and specifications are by reference made a part thereof and, together with this agreement, for the contract.

The work under this contract shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and shall be finished and completed by the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_. However, OWNER understands that this time frame is an estimate and may change because of forces outside of the builder’s control, including, but not limited to, weather conditions, material shortages, labor shortages, payment delays, change orders, OWNER related delays, inspection delays. In such cases, OWNER agrees to allow reasonable extensions of time.

BUILDER assumes no responsibility for the adequacy of the design set forth in the plans and specifications, notwithstanding any statement to the contrary set forth in the plans or specifications. BUILDER is obligated to provide and/or build only what is shown on the plans and specifications and nothing further. BUILDER shall not under any circumstances, be considered as the designer of the residence and shall provide no design

service whatsoever. The Building is to be erected on the following described property, which belongs to the OWNER: \_\_\_\_\_ (address).

## II. Consideration

In consideration thereof, the said OWNER binds and obligates itself to pay to the BUILDER for the true and faithful performance of all and everyone of the covenants, agreements, and stipulations herein contained, the sum of \_\_\_\_\_ and No/100 (\$ \_\_\_\_\_) Dollars, together with any extras contracted through Change Orders, in lawful current money of the United States of America, payable to BUILDER as follows:

A non-refundable deposit of \_\_\_\_\_ and No/100 (\$ \_\_\_\_\_) Dollars is due upon the execution of this agreement. This amount will be applied to the total amount due on the contract.

The first payment of \_\_\_\_\_ and No/100 (\$ \_\_\_\_\_) Dollars upon completion of the foundation.

The second payment of \_\_\_\_\_ and No/100 (\$ \_\_\_\_\_) Dollars upon completion of the framing and shingles.

The third payment of \_\_\_\_\_ and No/100 (\$ \_\_\_\_\_) Dollars upon completion of the rough in's.

The fourth and final payment of \_\_\_\_\_ and No/100 (\$ \_\_\_\_\_) Dollars shall be made thirty days after the top outs and finishes are completed and Occupancy Certificate has been received.

## III. Final Punch List

Once Certificate of Occupancy has been obtained but before OWNER takes occupancy of the residence, OWNER shall make a thorough inspection of the residence and prepare a "Final Punch List" that lists any and all items of contract work that are incomplete and/or deficient. OWNER shall sign and date the "Final Punch List" and deliver a copy of same to BUILDER with 30 days of Certificate of Occupancy. BUILDER will make every effort to complete list 100% prior to OWNER occupying home. In the event this isn't possible, the OWNER agrees to a 30 days period from the date of receipt of the Final Punch List to allow BUILDER to complete the Final Punch List.

## IV. Change Orders

It is agreed and understood that any and all changes to any work performed or to be performed at the OWNER'S request shall be submitted and/or verified, in writing, by

OWNER to BUILDER prior to any such changes being made. It is further agreed and understood that BUILDER shall submit to OWNER, in writing, the cost for such requested changes for OWNER'S approval prior to any such changes being made. The OWNER will be charged on a cost-plus basis with a commission in the amount of \_\_\_\_\_ (\_\_\_\_%) Percent of all Costs, together with all Costs for any change orders approved by the BUILDER.

The term "Costs" includes, but is not limited to, all amounts paid or incurred by BUILDER for labor, materials, licenses, permits, engineering, blueprinting, postage, and notary or legal expenses directly related to this Agreement.

It is further agreed and understood that any remedial work necessitated by changes requested by the OWNER, or by work performed by a laborer not retained by BUILDER, shall be at the OWNER'S sole cost and expense. BUILDER shall not be obligated to perform any Change Order that in his sole opinion are not technically sound or if it will materially affect the overall progress of the job or if it will materially decrease or increase the scope of work as anticipated. If any change is necessary to meet any governmental regulation that is not contemplated by the plans and specifications, OWNER shall pay for the necessary changes, in addition to the contract price.

#### V. Home Warranty

BUILDER'S warranty to OWNER is as specified in the "New Home Warranty Act" (LA. R.S. 9:3144A).

#### VI. Allowances

Any allowances not spent will be deducted from the final purchase price.

#### VII. Insurance and Indemnity

It is agreed and understood that the BUILDER shall not be the insurer of, or be responsible for, liability to any visitors to the building premises, and OWNER hereby agrees to indemnify, defend, and hold BUILDER harmless for any and all claims made by any party, other than employees or subcontractors of BUILDER, which in any way relate to the building premises. In order to adhere with insurance requirements, to eliminate the possibility of injury and/or make unnecessary and costly changes, the OWNER nor guests of owner agrees to not visit the premises unless with a representative of the BUILDER or at the request of the BUILDER between the hours of 7A.M. and 3P.M. Monday through Friday, Central Standard Time.

It is agreed that the BUILDER shall indemnify, defend, and hold OWNER harmless for any and all claims made by its employees that in any way relate to the building of the structure.

It is agreed and understood that the BUILDER shall not be the insurer of, or be responsible for any laborer not retained by the BUILDER, and OWNER agrees to indemnify, defend, and hold BUILDER harmless for any and all claims made by any laborer not retained by BUILDER that in any way relate to the building premises.

It is agreed and understood that the BUILDER shall not be the insurer of, or be responsible for any theft or vandalism that takes place at construction site. OWNER may obtain Builder's Risk Insurance, equal to the estimated contract price, at his own expense.

#### VIII. Force Majeure

Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labour strikes, other than those of BUILDER or its suppliers, that prevent BUILDER from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement.

#### IX. Default

The OWNER shall be in default hereunder if it fails to make any payment on or prior to the date due, and does not cure such non-payment within ten (10) days after receiving written notice.

A party shall also be in default hereunder if it fails to comply with any other term of this contract and does not cure such other failure within thirty (30) days after the nondefaulting party provides the defaulting party with written notice thereof; provided however, that if any such non-monetary default is not capable of being cured within the requisite period of time, then so long as the party charged with the default has diligently pursued such cure of the default within the prescribed period, such party shall be given reasonable time to cure the default, such time not to exceed ninety (90) days, unless a shorter period is expressly required under the terms of this Agreement.

#### X. Breach of Contract

In the event the OWNER breaches this Agreement or cancels the Agreement through no fault of the BUILDER, OWNER shall be liable to BUILDER for all attorney fees and costs incurred by BUILDER to enforce the terms of this Agreement, and OWNER shall be liable



to BUILDER for any and all costs in any way associated to the construction of the building up to the date of cancellation. OWNER shall be liable to BUILDER for all expenses incurred for material and labor plus a 10% penalty based on the total amount of expenses up to the date of cancellation.

#### XI. Arbitration / Litigation Clause

*[If arbitration is chosen to resolve disputes, then practitioners should consider choosing paragraph “A” or “B” when drafting their Arbitration Clause as a starting point. If arbitration is not chosen, then practitioners should consider inserting a paragraph like paragraph “C” to insure issues like venue are provided for in the contract.]*

##### *A) Private Arbitration*

Any and all claims or disputes arising from or related to this contract or a breach thereof shall be settled by binding arbitration in [City], Louisiana, by a single arbitrator in accordance with the rules and guidelines stated in L.A. R.S. § 9:4201 et. seq.. BUILDER and OWNER shall designate the disinterested arbitrator who shall be a licensed contractor. Before undertaking to resolve the dispute, the arbitrator shall be duly sworn faithfully and fairly to hear and examine the matters in controversy and to make a just award according to the best of his or her understanding. The American Arbitration Association shall never be selected to facilitate a resolution to any dispute that arises out of or is in any manner related to this Agreement. The written decision of the arbitrator shall be final and binding on BUILDER and OWNER. The costs and expenses of the arbitration proceeding shall be shared by the parties equally; however, the arbitrator has the power to assess the final cost of arbitration between the BUILDER and the OWNER in a manner to be decided by the arbitrator, and the assessment shall be set forth in the decision and award of the arbitrator. Judgment on the award, if it is not paid within thirty (30) days, may be entered in any court having jurisdiction over the matter. No action at law or suit in equity based upon any claim arising out of or related to this Agreement shall be instituted in any court by BUILDER or OWNER against the other except (i) an action to compel arbitration pursuant to this Section, or (ii) an action to enforce the award of the arbitration panel rendered in accordance with this Section.

##### *B) More Formal American Arbitration Association (AAA) Clause*

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

##### *C) If Litigation is Chosen Instead of Arbitration*

It is the intent of the parties herein that any dispute or claim arising from this Agreement shall be resolved by a court of competent jurisdiction. In no event shall any claim, or any portion of any claim, be submitted to arbitration. The undersigned parties hereby agree

that any dispute or claim arising from this Agreement shall be litigated by the courts in [Parish Name] parish, Louisiana applying Louisiana substantive law and procedure.

## XII. Insolvency

Should the OWNER become insolvent or apply to the bankruptcy court to be adjudged a voluntary bankrupt, or proceedings be instituted against the OWNER to have him adjudged an involuntary bankrupt, or proceedings be taken against the OWNER looking to the appointment of a receiver or syndic, or any proceedings be instituted for the seizure or sale of the property used and employed by the OWNER in the execution of the contract, or should the OWNER fail to pay and payments, or for any reason fail, refuse or neglect to prosecute the same with due diligence, dispatch and efficiency, the BUILDER shall have the right, at the BUILDER'S option, upon three days' notice to the OWNER and a reasonable opportunity to remedy the default, to abandon the work and bill OWNER for all damages including any missed payments, and reasonable attorney's fees for the collection of said payment and damages.

Should the BUILDER become insolvent or apply to the bankruptcy court to be adjudged a voluntary bankrupt, or proceedings be instituted against the BUILDER to have him adjudged an involuntary bankrupt, or proceedings be taken against the BUILDER looking to the appointment of a receiver or syndic, or any proceedings be instituted for the seizure or sale of the property used and employed by the BUILDER in the execution of the contract, or should the BUILDER abandon said work, or for any reason fail, refuse or neglect to prosecute the same with due diligence, dispatch and efficiency, the OWNER shall have the right, at the OWNER'S option, upon three days' notice to the BUILDER and a reasonable opportunity to remedy the default, to take over said work and complete the same at the cost of the BUILDER.

## XIII. Attorney Fees

In the event legal action is necessary to enforce the payment terms of this Agreement, the BUILDER shall be entitled to collect from the OWNER any judgment or settlement sums due plus reasonable attorneys fees, court costs and other expenses incurred by the BUILDER for such collection action and, in addition, the reasonable value of the BUILDER'S time and expenses spent for such collection action, computed according to the BUILDER'S prevailing fee schedule and expense policies.

## XIV. Severability

If any provision of this Agreement or the application of any such provision to any person or circumstance shall be judicially or otherwise held to be illegal, invalid, void, or unenforceable under present or future laws effective while this Agreement is in effect, such decision shall not have the effect of invalidating or voiding the remainder of this Agreement; the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

XV. Miscellaneous

All the agreements and stipulation herein contained, and all the obligations herein assumed, shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto.

Whenever the words "OWNER" and "BUILDER" are used in this agreement, they shall be construed to include "OWNERS" and "BUILDERS", respectively.

This agreement may be signed in duplicate original.

This agreement and its enforcement shall be governed by the laws of the State of Louisiana.

OWNER

IN TESTIMONY WHEREOF, The said party \_\_\_\_\_ have hereunto set their hands, at \_\_\_\_\_, \_\_\_\_\_, in the presence of the two undersigned competent witnesses, the day, month and year first above written.

WITNESSES:

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

BUILDER

IN TESTIMONY WHEREOF, The said party \_\_\_\_\_, hereunto set its hands, at \_\_\_\_\_, Louisiana, in the presence of the two undersigned competent witnesses, the day, month and year first above written.

WITNESSES:

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

ATTACHMENT TO PLANS AND SPECIFICATIONS

## COMMON GROUNDS FOR FEMA APPEALS AND ACCEPTABLE DOCUMENTATION

<b>Denial Reason</b>	<b>Acceptable Documentation</b>
<b>Identity not verified</b>	<ul style="list-style-type: none"><li>• Official government document (social security statement, etc.)</li><li>• Copy of driver's license</li></ul>
<b>Ownership not verified</b>	<ul style="list-style-type: none"><li>• Deed, title, or official record</li><li>• Real estate tax bill or receipt</li><li>• Will or proof of inheritance</li><li>• Mortgage statement</li><li>• Proof of insurance coverage (settlement or denial), or statement from insurance provider</li></ul>
<b>Occupancy not verified</b>	<ul style="list-style-type: none"><li>• Official government document (social security statement, etc.)</li><li>• Copy of driver's license</li><li>• Landlord's statement or copy of lease</li><li>• Rent receipts</li><li>• Utility bill reflecting damaged residence address</li><li>• Voter registration card or merchant's statement</li></ul>
<b>Insufficient damage/Damage not disaster-caused</b>	<ul style="list-style-type: none"><li>• Contractor's statement or estimate</li><li>• Mechanic's statement or estimate</li><li>• Statement from local official</li><li>• Receipts for expenses caused by the disaster</li></ul>
<b>Insurance may cover losses</b>	<ul style="list-style-type: none"><li>• Receipts for expenses caused by the disaster</li><li>• Proof of insurance coverage (settlement or denial), or statement from insurance provider</li></ul>