

**RULES AND REGULATIONS TO BE FOLLOWED BY OWNER DURING  
CONSTRUCTION OF A HOME TO BE BUILT BY THE SCHOOL**

1. All OWNERS must have been residents of Fall River, Somerset, Swansea, or Westport (the Greater Fall River Vocational School District) for a period of at least three (3) years immediately prior to execution of the Contract.
2. One (1) of the OWNERS must have reached his/her twenty-first (21<sup>st</sup>) birthday prior to executing the Contract.
3. The OWNER must file with the SCHOOL, a certified copy of the Deed describing the lot of land on which the home is to be built, building permit, three (3) complete sets of plans, and a listing of all materials, and proof of construction and/or permanent financing by June 1 of the year in which construction will begin. Failure to file as aforesaid will mean that the applicant will be passed over and the second choice applicant will be required to meet these requirements by July 1 of the year in which construction is to begin.
4. The OWNER must carry comprehensive personal liability insurance policy with limits of \$100,000 to \$500,000 with medical payments and loss of life provisions to \$100,000. The applicant also must provide insurance against accidental dismemberment and/or loss of sight payments to all persons working under the supervision of the SCHOOL in a minimum amount of \$100,000 per person. This coverage shall include up to 25 persons on site at any one time, and evidence of all insurance must be on file in the office of the SCHOOL prior to commencement of work.
5. During the course of the construction, the OWNER shall furnish to the SCHOOL a list of work performed on the premises by others in order for the SCHOOL to assess the value of the work of the students on the project. The OWNER agrees that the subject dwelling is being constructed for his/her personal use; that the said house may not be sold or conveyed during the three (3) years following construction, except upon the payment of five percent (5%) of the sales price or market value, if sale is for less than fair market value, as determined by the SCHOOL, whichever is greater, to the SCHOOL; that the SCHOOL will have the right to record a Notice of Contract at the appropriate Registry of Deeds to give notice of the provisions of this Paragraph.
6. The foundation must be installed on the premises by the OWNER no later than the first week in August so that construction of the Dwelling may begin on the first Tuesday in September.
7. The proposed home must meet all regulations of the state building code, as well as local building codes in the city or town of construction.

8. The SCHOOL will do all carpentry and millwork as contractually agreed, electrical installation, plumbing, heating, drywall construction, painting and decorating, and air conditioning ( if applicable) excluding the installation of insulation and any masonry work. The OWNER shall contract for all other work which shall be done in such a manner and at such times as not to impede the progress of the work by the SCHOOL.
9. Following completion of the dwelling and prior to occupancy by the OWNER, the dwelling shall be made available to the SCHOOL for a general public OPEN HOUSE on either the last Saturday or Sunday of the school year, whichever may be most convenient for the SCHOOL.
10. The OWNER must furnish electricity, telephone, a Portajohn, a dumpster, gas or fuel oil for the space heaters, and gas or fuel oil for the boiler or furnace, as soon as the heating unit is operational, all at his/her own expense.
11. The SCHOOL reserves the right to limit the distance from the High School itself that any house may be constructed.
12. The SCHOOL reserves the right to accept or reject any application submitted.
13. Any violation by the OWNER of the written Rules and Regulations of the SCHOOL under which the dwelling is to be constructed will result, at the discretion of the SCHOOL, in the withdrawal of the SCHOOL from all participation in further construction work on the dwelling, without liability for the consequence therefore.
14. The OWNER agrees to pay the SCHOOL the sum of ten percent (10%) of the actual or estimated assessed value of the house as of June 30, \_\_\_\_\_ ( land not to be included) as determined by the \_\_\_\_\_ (city /town) provided that such payment is no less than the sum of EIGHTEEN THOUSAND AND NO/100 DOLLARS (\$18,000) as a service fee to OWNER pursuant to this AGREEMENT. This sum is based upon EXISTENT PLANS (incorporated herein as heretofore referenced; and any so-called "Change Orders" shall be billed separately as hereinafter provided for.

{Approved 3/10/05}