



## RESIDENCY ADDENDUM TO PARTICIPATION AGREEMENT

This Residency Addendum to the Participation Agreement is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 202\_ between the undersigned (“Homeowner”) and Connecticut Foundation Solutions Indemnity Company, Inc. (“CFSIC”).

### WHEREAS:

Please see the checked section(s) below.

☐ Homeowner purchased a residential dwelling (the “Dwelling”) identified in the Participation Agreement to which this Addendum is attached and is a material part on or after October 31, 2017 and will enter into a Participation Agreement with CFSIC on \_\_\_\_\_, 202\_ pursuant to which CFSIC has determined, based on the information provided by Homeowner, without independent verification, that Homeowner has met the claim eligibility requirements for a Type 1 claim for eligible expenses regarding the Dwelling’s crumbling foundation, and has been assigned CFSIC claim number \_\_\_\_\_.

Now, therefor, Homeowner hereby: (a) represents, warrants, and agrees that Homeowner will own and domicile in the Dwelling as a permanent place of abode for a period of at least twelve (12) months from the date upon which a Certificate of Completion has been issued by the town in which the Dwelling is located, certifying that the work to replace the Dwelling’s crumbling foundation is complete; and (b) acknowledges and agrees that the representation, warranty, and agreement set forth above are material terms supplementing the Participation Agreement and Homeowner’s Type 1 claim eligibility, without which Homeowner would not have been eligible to participate in the program established by CFSIC to provide financial assistance to certain homeowners affected by crumbling foundations, and in the event the representations and warranties set forth herein are found false or misleading at a future date and/or agreements set forth herein are not complied with by Homeowner on a current or on-going basis, such failure will result in immediate cessation of payments from CFSIC due to Contractor, as defined in the Participation Agreement, and CFSIC may, at its sole discretion, seek a refund from Homeowner of any payments made to Contractor on behalf of Homeowner.

☐ Homeowner purchased a residential dwelling (the “Dwelling”) identified in the Participation Agreement to which this Addendum is attached and is a material part on or after \_\_\_\_\_, that was subject to a \_\_\_\_\_ Type 1 claim with CFSIC made by or on behalf of \_\_\_\_\_, (the “Prior Homeowner”) and has been assigned CFSIC claim number \_\_\_\_\_; and whereas the foundation of the Dwelling, as of the date hereof, has not been replaced, and Homeowner desires to assume the Prior Homeowner’s Type 1 claim with CFSIC regarding the replacement of the Dwelling’s foundation.

Now, therefor, Homeowner hereby: (a) represents, warrants, and agrees that Homeowner acknowledges and adopts as accurate, correct, and complete, as if made directly by the



Homeowner, all of the information provided by the Prior Homeowner in the Type 1 claim filed with CFSIC concerning the Dwelling, and that Homeowner will own and domicile in the

Dwelling as a permanent place of abode for a period of at least twelve (12) months from the date upon which a Certificate of Completion has been issued by the town in which the Dwelling is located, certifying that the work to replace the Dwelling's crumbling foundation is complete; and (b) acknowledges and agrees that the representations, warranties, and agreements set forth above, inclusive of all terms and conditions contained in the Participation Agreement, are material terms supplementing Homeowner's assumption of the Prior Homeowner's Type 1 claim, without which the undersigned would not be eligible to participate in the program established by CFSIC to provide financial assistance to certain homeowners affected by crumbling foundations, and in the event the representations and warranties set forth herein are found false or misleading at a future date and/or agreements set forth herein are not complied with by Homeowner on a current or on-going basis, such failure will result in immediate cessation of payments from CFSIC due to Contractor, as defined in the Participation Agreement, and CFSIC may, at its sole discretion, seek a refund from Homeowner of any payments made to Contractor on behalf of Homeowner. In addition, by signing below Homeowner assumes the Prior Homeowner's Type 1 Claim.

IN WITNESS WHEREOF, the parties hereto have signed and delivered this Addendum to the Participation Agreement on the date set forth above.

In the Presence of:

**HOMEOWNER:**

\_\_\_\_\_  
Witness

**(BELOW THIS LINE FOR SUPERINTENDENT USE ONLY)**

In the Presence of:

**CONNECTICUT FOUNDATION  
SOLUTIONS INDEMNITY COMPANY,  
INC.**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Name: Michael Maglaras & Company

Title: Superintendent

Date: \_\_\_\_\_