



## **PLATINUM PROGRAM PROGRAM LENDER AGREEMENT**

This document serves as an AGREEMENT, made and entered into, by \_\_\_\_\_, hereafter referred to as "Lender", in connection with the Platinum Home Loan Program (the "Program"), a CHF Program administered by National Homebuyers Fund, Inc. (the "Program Administrator").

### **PURPOSE OF PROGRAM**

The Platinum Program is designed to help make ownership of new and existing homes more affordable for individuals and families with low-to-moderate incomes. The program provides Downpayment Assistance ("DPA") to qualifying homebuyers purchasing an owner-occupied residence in California.

### **PROGRAM GUIDELINES**

Applicable Program guidelines are published by the Program Administrator in the Lender Term Sheet ("Term Sheet") and associated documents available online at [www.nhfloan.org](http://www.nhfloan.org). Any subsequent revisions to the Term Sheet are published via Lender Alerts and also made available online.

### **AGREEMENT**

By its acceptance hereof, Lender agrees to the terms and conditions specified in the Term Sheet as well as all subsequent Lender Alerts.

1. Program Administrator hereby designates the Lender as its non-exclusive agent for receipt and processing of applications for the Program.
2. The Lender agrees to work cooperatively with the Program Administrator to represent the Program fairly and accurately to the borrower.
3. The Lender agrees to make information regarding the Program available to all borrowers who request or may qualify for the Program. The Lender will timely and in good faith review and process the application for potential borrowers in order to determine their eligibility for the Program and to efficiently complete the application process.
4. The Lender will conduct such reasonable investigation as is necessary to certify that the borrower has satisfied all requirements of the Program.
5. The Lender will only charge a potential borrower applying for the Program those reasonable lending fees the Lender would charge a potential borrower applying for mortgages not connected with the Program. In addition, the Lender agrees to pay to the Program Administrator the fees specified in the Term Sheet for processing each transaction.
6. The Lender will notify the Program Administrator of any loan cancellations under the Program in a timely manner. Program Administrator reserves the right to implement a cancellation fee, (not to exceed \$200 per transaction) upon the Lender should there be excessive cancellations by a Lender. The Program Administrator reserves the right to prohibit the Lender from participating in the Program upon the Lender's excessive loan cancellations.
7. The Lender agrees to designate a Program contact person for each of its branches. The contact person, or other persons appointed by the Lender, shall be responsible for remedying any issues.
8. The Lender agrees to inform the Program Administrator of any changes to the information on the Lender Profile form, especially those changes relating to the Program contact persons and their replacements.
9. The Program Administrator may immediately terminate this Agreement and prohibit the Lender from participating in the Program upon the Lender's failure to comply with the terms and conditions of this Agreement and upon written notice by the Program Administrator. No amendment to this Agreement shall be effective unless reflected in writing and/or posted on the Program Administrator's website.

This Agreement has been executed as of \_\_\_\_\_ and is signed by a designated representative of the lending company.

Company Name (*Lender*): \_\_\_\_\_

Authorized Contact's Signature: \_\_\_\_\_

Authorized Contact's Name (*Please Print*): \_\_\_\_\_

Contact's Title: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_

Contact Email: \_\_\_\_\_

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**This executed Agreement is to be submitted to the Program Administrator's office with:**

- 1) Completed Lender Profile Form
- 2) One completed original of this Program Lender Agreement;

3) Mail to: **National Homebuyers Fund, Inc.**  
**Program Administrator**  
**1215 K Street, Suite 1650**  
**Sacramento, CA 95814**  
**Phone: (866) 643-4968**  
**Fax: (916) 444-3551**