

Santa Clara County
2310 North First St., Ste.100
San José, CA 95131
(408) 441-4323
(408) 441-4332 fax

Lender ID # _____
(to be completed by County of Santa Clara)

Downpayment Assistance/Closing Program

**County of Santa Clara
Lender / Broker Participation Agreement**

This Agreement made and entered as of the _____ day of _____, 20__, by and between the County of Santa Clara, a political subdivision of the State of California, (herein referred to as “the County”) and: _____

(herein referred to as the “Lender or Broker.”)

Witnesseth: Whereas, the Lender or Broker wishes to participate in the County Homebuyer Loan Program, commonly referred to as SCC40K administered by the County in connection with the mortgage loans it will make available for the acquisition of new or existing single-family housing:

Now, therefore, in consideration of the promises set forth herein, the parties agree as follows:

1. The County hereby designates the Lender or Broker as its agent for receipt and processing of applications for loans made from the County Homebuyer Loan Program.
2. The Lender or Broker will make information regarding the SCC40K Loan Program available to potential borrowers. The Lender or Broker will process and review the application for any potential borrower in order to determine eligibility for the Program.
3. The Lender or Broker will obtain from the borrower all documents and information required for the application for (and receipt of) a loan as directed by County Staff.
4. The Lender or Broker will perform all investigation and verification that it would normally perform for underwriting a mortgage not provided in connection with a loan from the County. The Lender or Broker will conduct such reasonable investigation as necessary to certify that the applicant has satisfied all requirements of the SCC40K Loan Program.
5. The Lender or Broker will charge a potential borrower applying for a loan from the County only those reasonable fees as would be charged to a potential borrower applying for mortgages not provided in connection with a loan from the County.
6. The Lender or Broker may not charge the borrower an application fee for processing an application from the County.
7. The Lender or Broker hereby agrees that it will make a reasonable effort to forward to the County any information it receives prior to loan closing which indicates that misrepresentations were made by any borrower with respect to facts or circumstances material to the application for the loan from the County.

8. The Lender or Broker hereby agrees to read and review the SCC40K Loan Description, Promissory Note, and Deed of Trust. Lender or Broker agrees to attend the County Homebuyer loan training seminar, either in person or by phone.

9. This agreement shall remain in full force and effect until terminated. The Lender or Broker may terminate this agreement, without cause, upon thirty (30) days written notice to the County. The County may immediately terminate this agreement and prohibit the Lender or Broker from participating in the SCC40K Loan Program upon Lender's/ Broker's failure to comply with the terms and conditions of this Agreement and upon written notice by the County. No amendment to this Agreement shall be effective unless in writing and signed by both parties hereto.

10. Nothing contained herein shall be construed to imply that Lender is in any way responsible for servicing any County loan, or enforcement of the covenants contained in the Promissory Note and Deed of Trust for the County loan.

This Agreement is entered into as of the day and year written above.

Authorized Signer

Title

Broker____ Retail Lender____ Wholesale Lender____
(check all that apply)

Address

Phone

City, State, Zip

Fax

E-mail

Lender Comments/Loan Restrictions: _____

Approved By:

, Tracy Cunningham, Homebuyer Program Manager

Please call the County at (408) 441-4323 or send an e-mail to tracy.cunningham@ceo.sccgov.org, if you have any questions.