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## **COUNTY OF YUBA FIRST TIME HOMEBUYER PROGRAM**

### **PROGRAM LENDER AGREEMENT**

This document serves as an AGREEMENT, made and entered into, by \_\_\_\_\_, hereafter referred to as "Lender", in connection with the Yuba County First Time Homebuyer Program (the "Program").

#### **PURPOSE OF PROGRAM**

The Program is designed to help make homeownership more affordable for individuals and families with low incomes. The Program provides Down Payment Assistance ("DPA") to qualifying homebuyers purchasing an owner-occupied residence in California.

#### **PROGRAM GUIDELINES AND FREQUENTLY ASKED QUESTIONS**

Applicable Program Guidelines ("Guidelines") are published to the Program website ("Website") at: [https://www.yuba.org/departments/community\\_development/planning\\_department/first\\_time\\_homebuyer\\_program\\_\(fthb\).php](https://www.yuba.org/departments/community_development/planning_department/first_time_homebuyer_program_(fthb).php)

In any conflict between the Guidelines and the Frequently Asked Questions ("FAQ"), the most recently published FAQ shall control. The Program Administrator will make all available efforts to inform all interested parties, including all prospective Program applicants and lenders, upon any revisions to the Guidelines and/or FAQ. It is the responsibility of the Lender to ensure their understanding of the Program documents.

#### **AGREEMENT**

By its acceptance hereof, Lender agrees to the terms and conditions specified in this Agreement, the Draft FTHB Program Documents (Loan Agreement, Deed of Trust, and Promissory Note), as well as any subsequent revisions as may become necessary due to requirements of the County and/or the funding source. All current versions of the documents listed in this paragraph are included at the Program website.

1. The County of Yuba hereby designates the Lender as its non-exclusive agent for receipt and processing of applicants for the Program.
2. The Lender agrees to work cooperatively with the Program Administrator to represent the Program fairly and accurately to presumptive or approved Program applicants/borrowers.
3. The Lender agrees to make information regarding the Program available to all presumptive or approved Program applicants/borrowers who request or may qualify for the Program. The Lender will timely and in good faith review and process the primary loan application in order to determine their eligibility for the Program and to efficiently complete the application process.
4. The Lender agrees to share with the Program Administrator all documentation received by the Lender from Program applicants, any information the Lender used to make a determination to approve or deny a Program applicant for its primary loan, and/or produced

by the Lender or its agents to process the primary loan. The Lender agrees to share the mortgage closing documents for an approved Program applicant with the Program Administrator.

5. The Lender work to assist the Program Administrator in conducting such reasonable investigation as is necessary to certify that the approved Program applicant has satisfied all requirements of the Program. Prior to funding of the Program loan for the approved Program applicant(s), the Program Administrator will need to review the information included in the Lender's completed 1008 form.
6. The Lender will only charge presumptive or approved Program applicants/borrowers applying for the Program those reasonable lending fees the Lender would charge a potential borrower applying for mortgages not connected with the Program.
7. 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 up to \$400 and/or prohibit the Lender from participating in the Program upon the Lender's excessive loan cancellations.
8. The Lender agrees to designate a Primary contact person. The Primary contact or other persons appointed by the Lender, shall be responsible for remedying any issues.
9. The Lender agrees to inform the Program Administrator of any changes to the information pertaining to the Primary contact person, including those changes relating to the Program contact persons and their replacements. Lender are required to maintain such contact records during the course of Lender's participation in the Program.
10. The Lender agrees to process and record the Program loan documents for an approved Program applicant along with its primary loan documents.
11. The County of Yuba 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. Amendment to this Agreement shall be reflected in writing.

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*): \_\_\_\_\_  
Primary Contact's Title: \_\_\_\_\_  
Primary Contact Phone #: \_\_\_\_\_  
Primary Contact Email: \_\_\_\_\_

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**This executed Agreement is to be submitted to the Program Administrator using the following means using the file name format COMPANYNAME\_FTHB\_LENDER\_AGREEMENT:**

- 1) To the upload portal listed on the website: <https://yubacounty.egnyte.com/ul/sRsNW4DCO4>
  - 2) If desired in addition to 1); to [iscott@co.yuba.ca.us](mailto:iscott@co.yuba.ca.us) AND [skhagura@co.yuba.ca.us](mailto:skhagura@co.yuba.ca.us)
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