



DOWN PAYMENT ASSISTANCE FORGIVABLE LOAN PROGRAM

LENDER PARTICIPATION AGREEMENT

Date:

Lender's Name:

Address:

City, State, Zip:

Contact Person:

Telephone Number:

FAX Number:

Email Address:

This HOME Consortium Lender Participation Agreement ("Agreement") is made between Waukesha County and the above named Lender. The Lender named above hereby requests to participate in the HOME Consortium Down Payment Assistance Program.

Certification

The Lender certifies that it will adhere to all the provisions contained in the Program Manual and the terms and conditions detailed herein.

Terms and Conditions

1. **Definitions.** "Application" means the application submitted by Waukesha County to the HOME Consortium, its successors and assigns, of any other funding source which has the authority to allocate federal HOME funds for the benefit of eligible financial institutions in the State of Wisconsin, which is effective beginning April 1, 1998 or until funds expire. An eligible financial institution under this Agreement, notwithstanding any reference to the contrary in any Waukesha County Agreement, is any corporation licensed or registered in Wisconsin to originate first mortgage loans. All funds awarded under this Application are available on a first-come, first-served basis. Waukesha County makes no representations or promises that funds will be available for any of the Lender's particular projects. The Lender is required to ensure that funds used for each of its particular projects will be fully in compliance with the Application. Funds reserved for a particular project are not transferable without the prior consent of Waukesha County.
2. **Regulations.** As the Program Manual incorporates all required governing regulations, Lender agrees to be bound by said Manual, as may be amended from time to time.
3. **Reporting.** Lender agrees to provide information regarding the use of funds, as may be reasonably required by Waukesha County in order for Waukesha County to perform its duties under the terms of its contract with the HOME Consortium.

4. **Servicing.** In exchange for the reimbursement of each HOME Consortium DPA loan, Lender acknowledges and agrees to grant, sell, assign and convey to Waukesha County each mortgage and the servicing rights of each HOME Consortium DPA loan and all money due and to be become due and all rights that accrued under the mortgage.
5. **Recapture.** If the recapture of the DPA loan is required pursuant to the Program Manual, Lender agrees to fully cooperate with respect to any necessary action taken to ensure that recaptured funds are returned to the HOME Consortium.
6. **Indemnification.** Lender certifies that it recognizes and agrees that Waukesha County shall be the agent for the HOME Consortium DPA loan program. Lender agrees that it shall indemnify, release and hold harmless, and defend Waukesha County and its directors, officers, employees and agents from and against any liability, claims, demands, obligations or contentions asserted by Borrower or any other person or entity, including without limitation all attorney's fees, whether or not suit is instituted, and other costs and expenses connected therewith, arising out of or in any manner connected with this Agreement or the services provided hereunder unless such claim is due to fraud or misrepresentation on the part of Waukesha County.
7. **Representations and Warranties.** Lender represents and warrants that it will originate, close and deliver to Waukesha County deferred loans in compliance with the Program Guidelines. Lender acknowledges and agrees that Waukesha County is under no obligation to reimburse Lender for HOME Consortium DPA loans delivered to Waukesha County that do not meet Program Guidelines.
8. **Authority.** Lender represents and warrants to Waukesha County that it has full corporate power and authority and has received all corporate and governmental authorizations and approvals as may be required to enter into and perform its obligations under this Agreement.
9. **Program Compliance Fee.** Lender agrees to pay Waukesha County a \$200 fee for each HOME Consortium DPA loan to offset program expenses.

For: _____
 (Name of Lender)

By: _____
 (Title)

 (Type name of Authorized Officer)

 (Signature of Authorized Officer)

Dated: _____

For: **Waukesha County - Community Development**

By: _____
Kristin Silva, Community Development Manager

Dated: _____

Return this form to the Program Administrator at the address shown below.