

Mayor's Office of Housing and Community Development  
City and County of San Francisco



**London N. Breed**  
Mayor

**Eric D. Shaw**  
Director

**LENDER PARTICIPATION AGREEMENT  
(Below Market Rate Housing Program)**

THIS LENDER PARTICIPATION AGREEMENT (this "**Agreement**") is entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between the City and County of San Francisco, a municipal corporation ("City"), acting through the Mayor's Office of Housing and Community Development ("MOHCD"), and \_\_\_\_\_ ("Lender").

**RECITALS**

A. The Inclusionary Affordable Housing Program (the "**Inclusionary Program**") is governed by Section 415 of the San Francisco Planning Code (the "**Planning Code**") and requires certain market rate residential developments to, amongst other things, develop a certain percentage of units at a "below market rate" ("**BMR**") price that is affordable to low, moderate, and middle-income first-time homebuyers. The specific Planning Code requirements for a project are set forth in the project's planning motion approving the project's entitlements (the "Planning Motion"), and in the project's recorded Notice of Special Restrictions ("**NSR**").

B. Planning Code Section 415 also requires that MOHCD and the San Francisco Planning Department publish an "Inclusionary Affordable Housing Program Monitoring and Procedures Manual" (the "Program Manual") containing procedures for monitoring and enforcement of the policies and procedures for implementation of the Inclusionary Program. The Planning Code, the Planning Motion, the NSR, and the Program Manual, each as may be amended from time to time, are collectively referred to as the "BMR Inclusionary Documents."

C. BMR homes sponsored by the Office of Community and Investment and Infrastructure ("**OCII**") are part of the Limited Equity Homeownership Program (the "**LEP Program**"). The requirements for the LEP Program are set forth in the Developer's Disposition and Development Agreement ("**DDA**") or Owner Participation Agreement ("**OPA**") for each project. The "Limited Equity Homeownership Program – Loan Disclosure Information" ("**Loan Disclosure**") further describes the LEP Program. The DDA, the OPA and Loan Disclosure, each as may be amended from time to time, are collectively referred to as the "**BMR LEP Documents**."

D. BMR homes governed by Section 1344 of the San Francisco Subdivision Code are part of the Condominium Conversion Program (the "**Condo Conversion Program**"). Subdivision Code Section 1344 requires that owner comply with the terms and guidelines set forth in the Program Manual containing procedures for monitoring and enforcement of the policies and procedures for

implementation of the Condo Conversion Program. The Subdivision Code, the Program Manual and any other documents, each as may be amended from time to time, are collectively referred to as the “**BMR Condo Conversion Documents**.”

E. The Inclusionary Program, the LEP Program, and the Condo Conversion Program are, hereafter collectively or individually referred to as the “BMR Program.” The BMR Inclusionary Documents, the BMR LEP Documents, and the BMR Condo Conversion Documents are, hereafter collectively or individually referred to as the “**BMR Documents**.”

F. The BMR Program is, in part, designed to provide eligible low, moderate, and middle-income first-time homebuyers who meet all of the Program requirements with the opportunity to purchase affordable homes (“**Eligible Borrowers**”).

G Lender desires to participate in the BMR Program by providing home loans (“**First Mortgage Loans**”) to Eligible Borrowers and by administering and servicing first mortgage applications and loans in compliance with the BMR Program requirements.

H. Each individual who originates a mortgage loan (“**Mortgage Loan Originator**” or “**MLO**”) for Lender on a retail, correspondent, or wholesale basis must be individually approved by MOHCD to participate in the BMR Program.

Now, therefore, in consideration of the mutual promises in this Agreement, the City and the Lender agree as follows:

1. **Program Documents**. The City will provide the Lender with a copy of the BMR Documents prior to close of escrow for the sale of a BMR unit. The City agrees to provide the Lender with any amendments to such documents, and the Lender agrees to comply with all such documents, as they may be amended from time to time, in performing its obligations under this Agreement.

2. **Lender Participation**. The City hereby authorizes the Lender as one of the City’s approved Lenders for receipt and processing of applications for the BMR Program in accordance with the Agreement and the BMR Program requirements and documents. The Lender acknowledges that the City may enter into Lender Participation Agreements with other financial institutions in connection with the BMR Program. If Lender originates mortgage loans on a retail, correspondent, or wholesale basis for a third-party lender that will fund a First Mortgage Loan (“**Third-Party Lender**”), Lender and each individual MLO will ensure that a Third-Party Lender’s First Mortgage Loan complies with this Agreement, including without limitation, Sections 8, 10, and 11 below. Third Party Lender does not include any government sponsored entity, including without limitation, Fannie Mae, Freddie Mac, or CalHFA. MOHCD reserves the right to reject any Third-Party Lender.

3. **Lender Orientation/Training**. As a condition to the Lender’s participation in the BMR Program, the Lender will attend all orientation and/or training programs provided by the City in connection with the BMR Program, as applicable, prior to originating a loan. Each individual MLO must attend a lender training session annually.

4. **Education of Potential Eligible Borrowers**. The Lender will provide access to and ensure compliance with the Program Manual for all BMR applicants. The Lender must submit evidence

that a prospective Eligible Borrower has completed such education with the application information the Lender submits to MOHCD under Section 9(a).

5. **Eligibility Criteria.** The Lender will screen prospective Eligible Borrowers for compliance with the BMR Program eligibility criteria and application requirements as described in the BMR Documents. Lender's determination that an applicant qualifies will have no bearing on the City's application process or the City's determination as to whether an applicant qualifies as an Eligible Borrower.

6. **Applications for BMR Loan Pre-Approvals.**

(a) The Lender will provide the prospective Eligible Borrower(s) with a First Mortgage Loan application and will require that all prospective Eligible Borrowers complete the application form and provide all information necessary to substantiate the information provided on that form.

(b) The Lender will review and verify the information in each application and supporting documentation, including, but not limited to, an applicant's credit history, employment and income, assets, and debts, to determine whether an applicant qualifies as an Eligible Borrower.

7. **Investigation/Underwriting for First Mortgage Loan.**

(a) The Lender agrees that, with respect to a First Mortgage Loan, it will perform only such investigations and verifications of potential Eligible Borrowers that it would normally perform for a loan where a borrower was not applying for the BMR Program.

(b) The Lender's fees for the First Mortgage Loan will not exceed fees customarily charged for mortgage loans which are not made in connection with the BMR Program.

(c) Lender will not provide a First Mortgage Loan in an amount where total Loan to Value ratio would be less than 50% of the BMR sales price.

(d) Lender will complete and sign MOHCD's "Lender Closing Checklist" in the form attached hereto as Exhibit A, and may be updated from time to time ("**Lender Checklist**").

8. **BMR Loan Fees.** The Lender will not charge an applicant additional fees to apply for a First Mortgage Loan for a BMR unit, including applicants who qualify for the City's BMR Down payment Assistance Loan Program ("**BMR DALP**"). In no event will the Lender receive any compensation from any applicant, Eligible Borrower, or the City in connection with its obligations under this Agreement.

9. **BMR Lottery Application and Loan Approval.**

(a) Following the Lender's determination that an applicant qualifies as an Eligible Borrower, the applicant will be required to apply for a BMR unit by submitting to MOHCD a BMR

lottery application and supporting documents as required in the BMR listing, together with a copy of the First Mortgage Loan Pre-Approval and Verification of Homebuyer Education form.

(b) If the applicant is selected through the lottery, the applicant will be required to submit to MOHCD a full BMR Program application in a form approved by MOHCD. MOHCD will review the full BMR Program application, and if the applicant's income and assets meet the BMR Program criteria, MOHCD will issue a letter to the applicant confirming eligibility to purchase the available BMR unit ("**Eligibility Letter**"). Any changes to the applicant's income, household size, or assets may alter their eligibility status.

(c) Upon issuance of the Eligibility Letter, the sales agent will schedule a viewing of the available BMR unit with the applicant within 48 hours from the date of the Eligibility Letter. The Eligible Borrower will enter into a sales contract for the property within 7 calendar days from the date of the Eligibility Letter. The sales contract will grant the Eligible Borrower at least 60 days to close with a 45 day financing contingency.

(d) Upon completion of the final first mortgage loan approval, the Lender will deliver to MOHCD all of the following: (i) Sales Contract; (ii) Fair Market Appraisal; (iii) Preliminary Title Report with Wire Instructions and Escrow Deposit Receipt; (iv) final signed and dated Loan Application and Transmittal Summary (Form 1003 and 1008); (v) Loan Estimate and/or Closing Disclosure, (vi) First Mortgage Loan Approval; (vii) estimated Settlement Statement, (viii) Lender Checklist and any documents described in the Lender Checklist; and information about any loan assistance programs, Mortgage Credit Certification (MCC) programs, and/or any other loans to the Eligible Borrower, as applicable (all of the foregoing, collectively, "**Lender Package**").

(e) Upon MOHCD review and approval of the Lender Package, MOHCD will draft City closing documents for a BMR silent second lien (see Section 11 below) to be reviewed prior to closing. BMR buyers will execute the final City closing documents at escrow, simultaneous with Lender's documents for the First Mortgage Loan and all other closing documents associated with the sale.

(f) The Title Company will work with BMR buyer to review and sign documents that restrict the resale of the BMR unit and that establish a lien on the property.

(g) The Title Company returns signed, notarized and recorded closing documents to MOHCD.

(h) BMR units are subject to annual monitoring by MOHCD to ensure full compliance of all occupancy requirements.

10. **Limitation of Liability.** Notwithstanding any other provision of this Agreement, Lender and City hereby acknowledge and agree that they are entering into this Agreement in order to establish the Lender requirements for participation in the BMR Program. The parties understand and agree that the City would not be willing to enter into this Agreement if it could result in any liability or cost to the City. Accordingly, in the event that Lender believes that the City has violated any of the terms of this Agreement, its sole remedy shall be to terminate this Agreement.

11. **BMR Documents and Security.** To ensure compliance with the BMR Documents, Lender acknowledges that each approved BMR subsidized unit will be documented by a “silent second” promissory note with a principal amount equal to the difference between the Fair Market Value (FMV) and BMR sales price, a deed of trust securing such promissory note, and any other documents reasonably required by the City, in form and substance prepared by the City. The City’s deed of trust and any other security will be subordinate to the documents securing the Borrower’s obligations under the First Mortgage Loan; provided however, that the affordability resale and occupancy restrictions required under the BMR Documents, as applicable, will in no event be subordinated to the First Mortgage Loan. Under no circumstance is Lender to provide and/or allow any other mortgage lien to be recorded against a BMR unit without the prior written consent of MOHCD. Lender further agrees to provide MOHCD notice of any loan other than the First Mortgage Loan.

12. **Escrow Account.** All BMR sales transactions will take place through an escrow account with a title company mutually acceptable to the Eligible Borrower and the seller. No transaction will be permitted unless such title company complies with any and all escrow instructions provided by MOHCD.

13. **Secondary Market.** The Lenders who are approved by Fannie Mae or Freddie Mac to sell such mortgages must submit their written approval to participate in the BMR Program. A copy of the Lender’s Product Information and Matrix will be requested prior to becoming a BMR Approved Lender. Lender must have the ability to lend on all BMR units.

14. **Maximum Number of Authorized MLOs.** A maximum of five (5) MLOs from Lender may be authorized by MOHCD to participate in or make First Mortgage Loans in connection with the BMR Program under this Agreement. Lender will name each individual MLO and require each MLO to sign this Agreement. Lender may request changes to authorized MLOs by submitting the Authorized MLO Update Form, attached hereto as Exhibit B, to MOHCD for approval. Any request for an increased number of MLOs will include a written justification and will require approval from the Director of MOHCD or designee. Under no circumstances will an unauthorized MLOs be involved in the origination of the First Mortgage Loans secured by the City’s BMR units without the prior written approval of MOHCD.

15. **Lender’s Performance.**

(a) The City will periodically review Lender’s performance under this Agreement, including, but not limited to, the number of loans originated, loan performance, types of loans made to Eligible Borrowers (such as refinancing on the BMR Units, marketing of DALP and other services to Eligible Borrowers), and providing homebuyer education to applicants. In the event the City determines that the Lender has not satisfactorily performed its obligations under this Agreement, the City will provide written notice of that fact to the Lender. If, in the City’s reasonable judgment, the Lender has not remedied this situation within thirty (30) days of the City’s notice, the City may terminate this Agreement as to Lender and all of its MLOs by written notice to the Lender.

(b) This Agreement is applicable to the City’s BMR Program and any other sales or refinancing of BMR units approved by MOHCD. Lender will adhere to the MOHCD loan processing timelines and conduct business in a professional manner at all times, and adhere to

any applicable standards of Nationwide Multistate Licensing System (NMLS), California Bureau of Real Estate (BRE), California Department of Business Oversight (DBO), and administrative agencies and bodies representing the mortgage loan originations for home buyers.

(c) Lender understands that submission of incomplete Lender Packages or submission of inaccurate information declared in lender forms will delay the processing, review, underwriting, approval and closing of the sale of a BMR unit. MOHCD performs lender training to ensure MLOs will adhere to MOHCD loan policies, standards of lender form packaging, application process and timelines. Noncompliance with MOHCD's loan policies and MLOs that submit incomplete or inaccurate information on three occasions shall be removed from the Lender list. As a courtesy, a written notice may be provided by MOHCD with first and second warnings of any noncompliant submissions prior to the MLO removal from the Lender list.

(d) Lender shall utilize only competent MLOs under the supervision of, and in the employment of Lender. Lender will comply with City's reasonable requests regarding assignment and/or removal of MLOs.

16. **No Dual Agency.** In general, real estate brokers or agents who represent the Eligible Borrower or the seller are prohibited from originating First Mortgage Loans in the same BMR transaction. MLOs are prohibited from having multiple sources of compensation, either directly or indirectly, from the same BMR transaction. Accordingly, Lender will not permit its MLOs to have multiple roles in the same BMR transaction. By way of example, an MLO may not represent an Eligible Borrower as a real estate broker or agent if such MLO is originating the First Mortgage Loan.

17. **Participation Fee.** Lender agrees to pay an initial participating fee as published on the MOHCD website. For each subsequent year, the Lender agrees to pay a renewal fee as published on the MOHCD website. All fees paid by the Lender shall be non-refundable.

18. **Term.**

(a) This Agreement shall continue until terminated by either the City or the Lender. Either party may terminate this Agreement for any reason upon sixty (60) days prior written notice to the other party. In addition, the City may immediately terminate this Agreement upon written notice from the City upon the Lender's failure to comply with any provision of this Agreement. In the event of any termination, the Lender may no longer participate in or make First Mortgage Loans in connection with the City's BMR Program.

(b) Any termination of this Agreement shall not affect (i) any outstanding First Mortgage Loan, or (ii) any outstanding BMR Loan.

19. **Amendments.** This Agreement may be amended only by a written amendment executed by the City and the Lender.

20. **Independent Contractor.** Lender is an independent contractor with the right to exercise full control of employment, direction, compensation and discharge of all persons assisting in the performance contemplated under this Agreement. Lender is solely responsible for: (a) its own acts and those of its MLOs, agents, employees and contractors and all matters relating to their

performance, including compliance with Social Security, withholding and all other Laws governing these matters and requiring that contractors include in each contract that they will be solely responsible for similar matters relating to their employees; (b) any losses or damages incurred by Lender, any of its MLO's, contractors or subcontractors and the City and its officers, representatives, agents and employees on account of any act, error or omission of Lender in the performance of this Agreement or any other Lender document; and (c) all costs and expenses relating to Lender's participation under this Agreement.

21. **Nondiscrimination.** In the performance of this Agreement, Lender covenants and agrees not to discriminate against any employee, City and County employee working with Lender, applicant for employment with Lender, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

22. **Americans with Disabilities Act.** Lender acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Lender shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Lender agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agree that any violation of this prohibition on the part of the Lender, its employees, agents or assigns will constitute a material breach of this Agreement.

23. **Nondisclosure of Private, Proprietary or Confidential Information.**

(a) Lender must be sensitive to the privacy interests of the Borrowers, and should use the information received only for purposes of verifying the borrowers' eligibility for a first mortgage loan and qualification for a BMR and any City administered homeownership loan program.

(b) If this Agreement requires City to disclose "Private Information" to Lender within the meaning of San Francisco Administrative Code Chapter 12M, Lender and MLOs shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the services set forth in this Agreement. Lender is subject to the enforcement and penalty provisions in Chapter 12M.

(c) Lender understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Lender may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Lender agrees that all information disclosed by City to the Lender shall be held in confidence and used only in performance of the Agreement. Lender shall exercise the same standard of care to protect such information as a reasonably prudent the Lender would use to protect its own proprietary data.

24. **Public Records Act and Sunshine Ordinance.** The City is subject to the requirements of California Public Records Act, Government Code Section 6250, et seq. The Public Records Act provides that virtually all documents held or used by the City in the course of conducting the public's business are public records which the City, subject to certain limited exemptions, must make available for inspection and copying by the public. Applications for loans or grants from the City are public records as are the completed loan and grant documents. Under Section 67.24(e) of San Francisco Administrative Code, applications for financing and all other records of communications between the City and the Borrower must be open to public inspection immediately after a contract has been awarded. All information provided by Borrower which is covered by that ordinance (as it may be amended) will be made available to the public upon appropriate request. In addition, contracts, contractors' bids, responses to requests for proposals and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this Section will be made available to the public upon request.

25. **Compliance.** Lender will comply with all applicable federal, state and local laws in connection with fair lending and fair housing regulations, including any and all regulations which govern housing, residential and mortgage lending. Lender shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

26. **Notices.** Any notice or other communication shall be effective only if in writing and given by delivering the notice in person, by sending it first class mail or certified mail with a return receipt requested or overnight courier, return receipt requested, with postage prepaid, addressed as follows:

To the City: Mayor's Office of Housing and Community Development  
One South Van Ness Avenue, 5th Floor  
San Francisco, California 94103  
Attn: BMR Homeownership Programs

To the Lender: \_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

Any notice or other communication shall be deemed given two (2) days after the date when mailed if sent by first class, certified or overnight courier, or upon the date personal delivery is made.

27. **Dispute Resolution Procedure.**



(a) The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Lender's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Lender of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Lender shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or for matters costs resolved under this section.

(b) No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Lender's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

28. **Assignment.** This Agreement nor any duties or obligations hereunder may be assigned or delegated by Lender unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

29. **Severability.** The invalidity or unenforceability of any one or more provisions of this Agreement will in no way affect any other provision.

30. **Agreement Made in California; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

31. **Cooperative Drafting.** Both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

32. **Alcohol and Drug-Free Workplace.** City reserves the right to deny access to, or require Lender to remove from, City facilities personnel of any Lender that City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription.

Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

33. **Limitations on Contributions.** By executing this Agreement, Lender acknowledges that it is familiar with Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Lender's board of directors; Lender's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Lender; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Lender. Lender must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

34. **Conflicts of Interest.** Through its execution of this Agreement, Lender acknowledges that it is familiar with the provisions of Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Sections 87100 et seq. and Sections 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

35. **MacBride Principles - Northern Ireland.** The provisions of San Francisco Administrative Code Chapter 12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Lender confirms that Lender has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

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THIS AGREEMENT is entered into as of the date first written above.

**LENDER:**

Lender's Name: \_\_\_\_\_

Lender's Address: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Signer  
(CEO or COO)

\_\_\_\_\_  
Printed Name of Authorized Signer

\_\_\_\_\_  
Title of Authorized Signer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone #

\_\_\_\_\_  
Email Address:

**BMR Housing Program - List of Authorized MLOs of Lender:**

<u>Printed Name of MLO</u>	<u>Phone #</u>	<u>Email Address</u>	<u>Signature</u>	<u>Date</u>

**CITY:**

City and County of San Francisco, a municipal corporation,  
represented by the Mayor, acting by and through the  
Mayor's Office of Housing and Community Development

By: \_\_\_\_\_  
Maria Benjamin, Deputy Director of MOHCD

Approved as to Form:

DENNIS J. HERRERA,  
City Attorney

\_\_\_\_\_  
Deputy City Attorney

**EXHIBIT A**

Lender Checklist  
(attach)

**MAYOR'S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT (MOHCD)  
BELOW MARKET RATE PROGRAM - LENDER CLOSING CHECKLIST (BMR ONLY)**

<b>INSTRUCTIONS:</b> This form <b>must be completed and signed</b> by a participating Mortgage Loan Officer (MLO) for consideration of MOHCD's final approval in connection with a BMR home purchase. If the buyer is also applying for any MOHCD's downpayment assistance loan programs, a <a href="#">Combined DALP Loan Application</a> will be required in lieu of this form.			
<b>SUBMITTED BY:</b>		<b>DATE:</b>	
Telephone:		Email:	
Bank/Lender Name:			
Address:			
<b>If funding lender is different than loan origination lender, complete the following:</b> (Please note that both origination lender and funding lender must be approved by MOHCD)			
Funding Lender Name:			
Funding Lender Address:			

**1. BORROWER(S) LEGAL NAME AS IT WILL APPEAR IN FINAL FORM ON LOAN AND TITLE:**

Name:		Fico Score:	
Name:		Fico Score:	
Name:		Fico Score:	
Name:		Fico Score:	

Name as it will appear on title and manner in which title will be vesting: (Tenants in Common is <u>NOT</u> allowed)	
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Note: All household members aged 18 or order must appear on the title for a BMR Unit and be co-borrowers on the mortgage for the Unit except legal dependents, children under age 24 and eligible non-owner occupants as prescribed under Section IV (A) (2) of the [Procedures Manual](#).

Household Current Gross Annual Income:	\$
Household Last Year's Gross Annual Income:	\$
Total Liquid Assets (excluding retirement accounts):	\$

**2. BMR PROPERTY ADDRESS AND INFORMATION:**

Street:		Unit:		Zip:	
Block #:		Lot #:		Square feet:	
# Bedrooms:		# Baths:		Parking Space #:	

**3. REQUIRED SUBMISSION DOCS (pdf format only).**

<input type="checkbox"/> <b>Form 1008</b> – Underwriting Summary	
<input type="checkbox"/> <b>Form 1003</b> – Residential Loan Application, signed and dated by MLO and borrowers	<input type="checkbox"/> <b>Escrow Docs</b> – Preliminary Title report, Wire Instructions, Escrow Deposit Receipt
<input type="checkbox"/> <b>Credit Report</b> – Borrower signed explanation and document any mortgage accounts showing	<input type="checkbox"/> <b>Purchase Agreement</b> – ratified contract with all addendums
<input type="checkbox"/> <b>Income</b> – 3 consecutive recent paystubs, 3 yrs W2s, 1099s, & 1040s, VOEs for all borrowers, For Self-Employed – sign and dated YTD P&L	<input type="checkbox"/> <b>Appraisal</b> – Must be Fair Market Value [APPRAISAL <b>MUST NOT</b> REFLECT BMR SALES PRICE AS VALUE]
<input type="checkbox"/> <b>Tax Transcripts &amp; 4506T</b> – 3 yrs transcripts for all Borrowers and 3 yrs listed on 4506T	<input type="checkbox"/> <b>First Time Homebuyer Certificate</b> – required for all titleholders
<input type="checkbox"/> <b>Assets</b> - 3 most most recent statements, LOE and source of deposit more than \$500 (other than payroll), proof EMD cleared account, proof receipt of gift funds (if applicable)	<input type="checkbox"/> <b>Estimated Settlement Statement</b> – Combined Master Statement showing: BMR silent lien in 2 <sup>nd</sup> position with title insurance, Taxes/insurance impounds, Post-Purchase Education Deposit \$200 to HomeownershipSF
<input type="checkbox"/> <b>Gift</b> – Completed gift letter(s), Donor's current bank statement	<input type="checkbox"/> <b>First Mortgage Conditional Loan Approval</b> – with all terms & conditions
<input type="checkbox"/> <b>Junior Loan Conditional Loan Approval</b> – with all terms & conditions (if applicable)	<input type="checkbox"/> <b>HO6 Insurance Policy or Insurance Quote</b> – to verify sufficient coverage and premium amount
<input type="checkbox"/> <b>ID</b> – Government-issued current photo ID	<input type="checkbox"/> <b>MCC Documents</b> (if applicable)

**4. LOAN INFORMATION:**

		<b>RATIO:</b>	<b>TERM:</b>
Purchase Price:	\$		
Closing Costs:	\$		
Prepaid Items:			
First Mortgage Loan:	\$	%	YR
Loan Interest Rate [Must be Fixed Rate]:		%	
Other Non-MOHCD Loan Program / Specify Source:	\$	%	YR

1 South Van Ness Avenue, 5<sup>th</sup> Floor, San Francisco, CA 94103 – Phone: (415) 701-5500 – Fax: (415) 701-5501

**MAYOR'S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT (MOHCD)  
BELOW MARKET RATE PROGRAM - LENDER CLOSING CHECKLIST (BMR ONLY)**

Borrower's Down Payment <b>[Must be no less than 3%]:</b>	\$		
Additional Cash From Borrower:	\$		
Front-end Debt-To-Income Ratio <b>[Minimum 28% w/o DALP]:</b>	%		
Back-end Debt-To-Income Ratio <b>[Maximum 45% w/o DALP]</b>	%		
LTV <b>[Minimum 50%]:</b>	%		
CLTV <b>[Must not exceed 97%]:</b>		%	
<b>MONTHLY PAYMENTS:</b>	\$		
Principal & Interest Monthly Payment:	\$		
Mortgage Insurance Monthly Payment (If any):	\$		
HOA Monthly Payment:	\$		
Monthly Hazard Insurance:	\$		
Monthly Taxes:	\$		

**5. TITLE | ESCROW | SALES PERSON | APPRAISAL INFORMATION:**

Escrow Officer:		Phone:	
Address:			
Email:		Escrow No.:	
Fair Market Value:			
Appraisal Report Date:		Appraisal Valid Until:	
Sales Agent Name:		Phone:	
Email:		Cellular:	

**6. PURCHASE CONTRACT INFORMATION:**

Contract Ratification Date:	
Financing Contingency Date:	
Close of Escrow Date:	

<b>Comments:</b>
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I certify that I have verified all information contained in this application and meets MOH lender guidelines. I confirm that all applicants are eligible for the BMR program. I acknowledge that any inaccurate or incomplete information may delay the review and processing of this file or result to disapproval.

<b>Participating Mortgage Loan Officer signature:</b>	
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**EXHIBIT B**

***The CITY AND COUNTY OF SAN FRANCISCO  
MAYOR'S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT  
BMR HOUSING PROGRAM***

**Authorized MLOs Update Form  
(Please disregard if not applicable)**

MLOs Authorized to Participate in the Program

**Note:** Changes made using this form will update current MLO lists and **MUST** be made by the authorized signer of Lender. Please allow 3-5 business days for MOHCD to be updated.

<u>Printed Name of MLO</u>	<u>Add or Remove</u>	<u>Email Address</u>	<u>Signature</u>	<u>Date</u>

\_\_\_\_\_  
Signature of Authorized Signer  
(CEO or COO)

\_\_\_\_\_  
Printed Name of Authorized Signer

\_\_\_\_\_  
Title of Authorized Signer

\_\_\_\_\_  
Date

Telephone # \_\_\_\_\_

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