

169 Daniel Webster Highway, Ste 18B, Meredith, NH 877-394-8736

## **Broker Contract Check List - Good Neighbor Next Door**

USE BLUE INK NO WHITE OUTS NO SCRATCH OUTS

HUD BROKER ASSIGNED TO THE NAID # USED TO PLACE THE BID <u>MUST</u> SIGN WHEREVER IT ASKS FOR BROKERS SIGNATURE

□ <u>Sales Contract (Form 9548)</u> This is to be printed from the HUD Home Store after Bid Completion, 3 pages.

## <u>LINE BY LINE INSTRUCTIONS FOR COMPLETING THE SALES</u> <u>CONTRACT (9548</u>)

- □ **Line 1** Full name(s) as it would appear on the deed. If bid was placed in a company's name, Also print the signer's name. *(This will need to be added manually)*
- □ Line 2- Full name(s) as it would appear on the deed and the way they wish to hold title (i.e. married couple, single woman, joint tenants with full rights of survivorship). (*This will need to be added manually*)
- □ Line 3- Exact bid amount as it was placed on HUD Homestore. (*This will automatically generate. Amount entered during bid entry cannot be changed*)
- □ Line 3- Purchaser had paid: Earnest money- enter \$500 for sales \$50,000 or under. Enter \$1,000 for sales \$50,001 or over. Vacant lot earnest money deposit = half of list price. (*This will need to be added manually*)
- □ Line 3- Earnest money shall be held by the Local Listing Broker office. (*Please note, the EMD check must be made payable to the Local Listing Broker Office*") (*This will need to be added manually*)
- □ Line 4- Financing type must be checked off (*This will automatically generate*)
  - -If the purchaser is applying for FHA financing:
  - -The property is listed IN: check 203(b)
  - -The property is listed IE: check 203(b) with repair escrow.
  - -The property is listed UI: check 203(k)

-If the purchaser is paying cash or applying for conventional financing check the box for cash or conventional financing

□ Line 5- Exact closing cost amount as it was placed on HUD Homestore. (*This will automatically generate. Amount entered during bid entry cannot be changed*)

- □ Line 6a- Exact Selling Broker Commission amount as it was placed on HUD Homestore. (This will automatically generate. Amount entered during bid entry cannot be changed)
- □ Line 6b- Exact Listing Broker Commission amount as it was placed on HUD Homestore. (*This will automatically generate. Amount entered during bid entry cannot be changed*)
- □ Line 7- Line 3 minus lines 5 thru 6b. (*This will automatically generate*)
- □ Line 8- Check off appropriate purchase type based on how the bid was entered.
- Line 9 Enter number based on below (*This will need to be added manually*)
   If purchaser is an owner occupant financing with a <u>203K</u> loan enter <u>60</u>
   If purchaser is an owner occupant <u>not financing with 203K</u> enter <u>45</u>
- □ Line 9 Closing location must be entered as Buyer Select Closing Company Office Address. (*This will need to be added manually*)
- □ Line 10- Check off appropriate box based on if LBP addendum is or is not included *(This will need to be added manually)*
- □ **Line 11** Check off "is attached" for properties built prior to 1978. Also check off "Other addendum is attached". (*This will need to be added manually*)
- □ Line 12- Purchaser(s) must initial in shaded area. (*This will need to be added manually*)
- □ Line 13- Purchaser(s) PRINT name, SIGN and DATE. Must be original signature(s). (*This will need to be added manually*)
- □ Line 13-Purchaser(s) current address CANNOT be a PO Box. (*This will need to be added manually*)
- □ Line 13 Purchaser(s) phone number. (*This will need to be added manually*)
- □ Line 13 Purchasers social security number or EIN for investor (company). (*This will need to be added manually*) (*The purchaser's social security number or EIN cannot be changed*).
- Line 13- Under "Certification of Broker" (*This will need to be added manually*) -Broker Business Name & Address
   -Broker's EIN or SSN
  - -SAMS NAID
  - -Brokers Phone Number,
  - -HUD designated broker must sign and date

You have now completed the 9548 Sales Contract. Please follow instructions on the additional pages to complete the remainder of the contract package.

#### □ Conditions of Sale

• Purchaser(s) must sign & date at bottom of page

#### □ Proof of Funds / Mortgage Preapproval

- o Must be on lender / bank letterhead
- Must include the purchaser(s) name(s)
- Mortgage Loan approval or Financial Records equal to or greater than amount entered on line 3 of 9548.
- Mortgage Prequalification must specify when purchaser is financing FHA or FHA 203K.
- Cannot be more than 30 days old.
- o Gift letters must be notorized

#### □ Earnest Money

- Place a <u>copy</u> of the Certified Bank Check or Money Order with the Contract Package
- Overnight the Local Listing Broker a Certified Bank Check or Money Order made payable to the Local Listing Broker Office in the amount as follows:
  - Sales price up to \$50,000 = \$500
  - Sales price over \$50,000 = \$1,000
  - Vacant lot = half of list price

Lead Base Paint Addendum (Form to be downloaded from HUD Homestore and applies to properties built prior to 1978)

- o HUD broker must initial finance type
- Purchaser(s) must initial all lines under Purchaser Acknowledgment
- o HUD broker must initial under Broker Acknowledgment
- o Purchser(s) and HUD broker must sign and date

#### □ Radon, Gas & Mold Notice

- o Enter Property Case Number
- Enter Property Address
- o Enter Date
- o Purchaser(s) signature required
- Purchaser(s) must print name

#### Owner Occupant Addendum

- Enter Purchaser(s) name
- Enter Property Address
- o Purchaser(s) must print name, sign & date
- HUD broker must print name, sign & date

#### □ Inspection Addendum

- Enter Case Number
- Enter Property Address
- Purchaser(s) must sign & date
- HUD broker must sign & date
- □ **For Your Protection get a Home Inspection** (Copy of the FSM Utility Activation Request will be included in the executed contract package)

#### □ Earnest Money Policy

• Purchaser(s) must sign & date

#### □ Closing Extension Policy

- Purchaser(s) must sign & date
- HUD broker must sign & date

#### □ Conflict of Interest Addendum

- Enter Case Numner
- Enter Property Address
- Purchaser(s) must sign & dated
- Selling Agent must sign & date
- HUD Broker must sign & date

#### Buyer Select Closing Company Addendum

- Enter Case Number
- Enter Property Address
- Enter Purchaser(s) Name
- o Enter Selling Agent Name
- Enter Selling Agent Phone Number
- Enter Escrow / Settlement Office Company Name
- Enter Escrow / Settlement Office Mailing Address
- Enter Escrow / Settlement Office Officer Name
- Enter Escrow / Settlement Office Phone Number
- Enter Escrow / Settlement Office Email Address
- Select Yes or No
- Enter Buyer Select ID if applicable
- Attach copy of Escrow / Settlement Officer state license & insurance

#### Electronic Filing Addendum

- o Enter Bid Confirmation Number
- Enter Case Number
- Purchaser(s) must sign & date
- HUD Broker must sign & date

## □ Property Disposition Program-203K Financing Addendum – To be used on properties built prior to 1978

and only when purchaser is financing FHA 203K

- Enter Property Address
- Enter Case Number
- o Enter Lender Name
- Enter Lender Address
- Lender must sign & date
- Purchaser(s) must sign & date
- HUD Broker must sign & date
- □ GNND 9549E Enployer Verificaiton
- □ GNND 9549 Officer / Teacher / EMS / Firefighter
- □ GNND 9549 Personal Information

Original Contract Packages are due to our office within 48 hours of bid acceptance. Earnest Money is due to the Listing Broker's office with 48 hours of bid acceptance.



# Locating the Sales Package

1. Log in to the HUD Homestore www.hudhomestore.com

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Ensure that the log in information being utilized is the information associated with the NAID used to place the bid.

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Hon By n	ne Buyers - Click h	site, you can save	links to your favorite pro er on a HUD Home, a H				ign up to receive email ale jent to enter a bid.	erts

2. Select 'Bidder Functions'. The option will be in the upper right hand corner, under the displayed username.

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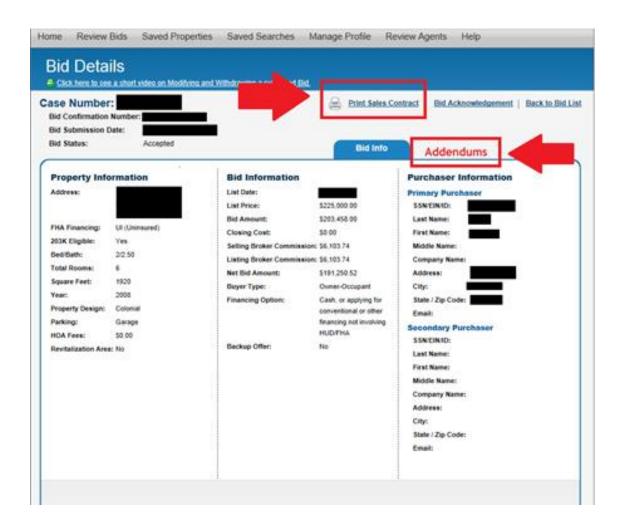
3. Locate the accepted bid. Searching using only the case number may be the most effective option. (*Ensure that the status (4<sup>th</sup> column from the right under 'My Bids') is marked as accepted*)

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4. Print the contract (9548) and addendums.

The option to print the sales contract will be available on the main screen of the 'Bid Details' screen, opposite from where the case number is indicated.

The option to print the addendums will be available on the main screen of the 'Bid Details' screen, opposite from Bid Info.



#### PURCHASER'S RIGHTS AND RESPONSIBILITIES Addendum to HUD-9548 Sales Contract

FHA CASE NO.:
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PROPERTY ADDRESS: \_\_\_\_\_

PRINTED NAME(S) OF PURCHASER(S): \_\_\_\_\_

#### **CONDITION OF PROPERTY**

HUD makes no representations or warranties concerning the condition of this property, including, but not limited to, mechanical and operating systems (electrical, plumbing, sewage, kitchen appliances, heating and air conditioning), dry basement, roof, structural condition, or compliance with local codes, zoning, or building requirements.

HUD will authorize NO repairs to this property. The prohibition of repairs, regardless of the nature or severity of a defect or code violation, extends to all latent (unknown) defects or code violations discovered at any time, including after the closing date. Purchaser(s) are fully responsible for satisfying themselves as to the full condition of this property and any laws, regulations or ordinances affecting this property.

#### THE IMPORTANCE OF A HOME INSPECTION

HUD does not warrant the condition of a property. It is important for you to have a home inspection performed on the property you wish to purchase in order to identify any possible defects. Up to \$200 of the cost to perform the inspection may be financed into your FHA mortgage.

#### 15-DAY CONTRACT CANCELLATION CONTINGENCY FOR CONTRACTS OWNER OCCUPANT

Owner Occupant Purchaser(s) may request that the Sales Contract be canceled if, within 15 days of HUD's acceptance, the property is inspected by a professional home inspector who discovers a structural, roof, system defect, or non-compliance with local codes, zoning, or building requirements that were not previously disclosed and HUD elects not to correct, or if within such 15 day period, the property is inspected for the presence of radon by a professional radon inspector to an extent unsatisfactory to you. A copy of the property inspection report, or radon test report, as applicable, must be attached to the cancellation request.

The cancellation contingency is limited to structural, roof, defective components within the mechanical and operating systems (which include the electrical, plumbing, sewage, heating and air conditioning systems only) or noncompliance with local codes, zoning, or building requirements. Kitchen appliances, window air conditioner units, light fixtures, receptacles and switch covers are not included in the operating systems. Equipment age or energy efficiency ratings are not included in the cancellation contingency. The earnest money deposit will be returned to owner occupant purchasers ONLY if HUD concurs with the home inspection report finding(s).

#### OTHER IMPORTANT INFORMATION

The purchaser has the right to make a final inspection of this property 24 hours prior to closing. This is an "as-is" sale and HUD will not make any repairs. Failure to close may result in forfeiture of earnest money. In case of credit denial, all or part of the earnest money may be refunded. It is the broker/agent's responsibility to submit the credit denial letter to HomeTelos, LP, within ten business days. Failure to do so will result in forfeiture of all earnest money. Closing agents will not release funds until processing is completed by the HUD office. Extensions must be requested before expiration of the contract. Extension

fees are non-refundable. I acknowledge that I am not allowed to occupy or make repairs to the property prior to closing. If I am employed by the U.S. Department of Housing and Urban Development (HUD), or if I am related by blood, marriage, or law to a HUD employee, I must have prior approval before signing a HUD sales contract.

Buyer should have an Abstract covering the property examined by an attorney of Buyer's selection or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is to be obtained, Buyer should obtain commitment for Title Insurance (the Commitment) which should be examined by an attorney of Buyer's choice at or prior to closing. All locks should be replaced or re-keyed at Purchaser's expense.

#### HUD'S LISTED PRICE

PURCHASER(S) MAY BID ABOVE OR BELOW HUD'	S LISTED PRICE. HUD'S ORIGINAL LIST
PRICE WAS BASED UPON AN APPRAISAL. PURCH	ASER(S) ACKNOWLEDGE THAT HUD'S
LISTED PRICE OF THIS PROPERTY IS \$	() Buyer's Initials

The above information was explained to the purchaser(s) by:

Signature of Broker/Agent Date

I/We acknowledge receipt and understanding of the "PURCHASER'S RIGHTS AND RESPONSIBILITIES" addendum.

Signature of Purchaser	Date	Signature of Purchaser	Date
Signature of Purchaser	Date	Signature of Purchaser	Date

FHA Case Numb	er:	
Property Address:		 
Asset Manager:		 

All HUD Property Disposition sales of HUD-acquired properties are to close within the following timeframes of acceptance of a HUD-9548 (1/99) Sales Contract offer to purchase:

- 30 days for Cash/Hard Money purchasers.
- 45 days for all with financing other than 203K.
- 60 days for Owner Occupants using 203(k) financing.

#### Special Instructions:

#### **Forfeiture of Earnest Money Deposits**

The failure by a Purchaser to close on the sale of property within the allowable period, including any extensions approved by HUD, may result in the forfeiture of the entire earnest money deposit, except where special circumstances exist. These situations will need to be documented and approval granted by HUD.

Purchaser Initials: \_\_\_\_\_

Selling Agent Initials: \_\_\_\_\_

#### **Investor Purchasers**

- 1. Please note the 15-day inspection period applies to owner-occupant purchasers only. Investors may inspect the property but will forfeit the entire earnest money deposit regardless of the inspection results.
- 2. Uninsured Sales The purchaser will forfeit the entire earnest money deposit for failure to close within the allotted time, regardless of the reason.
- Insured Sales The purchaser will forfeit fifty percent (50%) of the earnest money deposit for failure to close if the purchaser is determined by HUD or Direct Endorsement underwriter to be an unacceptable buyer. The purchaser will forfeit the entire earnest money deposit if sale fails to close for any other reason.

#### **Owner-Occupant Purchasers**

The purchaser will receive a refund of the entire earnest money deposit under the following circumstances:

- 1. There has been a death in the immediate family (contract holder, spouse, or children living in the same household).
- 2. There has been a recent serious illness in the immediate family that has resulted in significant medical expenses or substantial loss of income, thus adversely affecting the purchaser's financial ability to close the sale.
- 3. There has been a loss of job by one of the primary breadwinners, or substantial loss of income through no fault of the purchaser.
- 4. For Insured sales, HUD (or a Direct Endorsement underwriter using HUD guidelines) determines that the purchaser is not an acceptable borrower.
- 5. For Uninsured sales, the purchaser was pre-approved for mortgage financing in an appropriate amount by a recognized mortgage lender and, despite good faith efforts, is unable to obtain mortgage financing. "Pre-approved" means a commitment has been obtained from a recognized mortgage lender for mortgage financing in a specified dollar amount sufficient to purchase the property.
- 6. For other good cause, as determined by HUD.

#### 15 DAY CONTRACT CANCELLATION CONTINGENCY FOR CONTRACTS OWNER OCCUPANT

Owner occupant Purchase(s) may request that the Sales Contract be canceled if, within 15 days of HUD's acceptance, the property is inspected by a professional home inspector, who discovers a structural, roof, system defect, or non-compliance with local codes, zoning, or building requirements that were not previously disclosed and HUD elects not to correct, or if within such 15 days period, the property is inspected for the presence of radon by a

professional radon inspector to an extent unsatisfactory to the Buyer. Kitchen appliance, window air conditioner units, light fixtures, receptacles and switch covers are not included in operating systems. The earnest money deposit will be returned to the owner occupant purchasers ONLY if HUD concurs with the home inspection report finding(s). If the buyer chooses to cancel the sales contract due to the inspection or other test report, the buyer must submit the cancellation within 15 days of the date executed by the Asset Manager

On an uninsured sale, the Owner Occupant purchaser will forfeit fifty percent of the earnest money deposit in those instances where, despite good faith efforts by the purchaser, there is an inability to obtain a mortgage loan from a recognized mortgage lender.

On either type of sale, the purchaser will forfeit the entire earnest money deposit in those instances where no supporting documentation is submitted, where the documentation fails to provide an acceptable cause for the buyer's failure to close, or where documentation is not provided within a reasonable time following contract cancellation.

#### **Extension Request Requirements**

If scheduled closing dates cannot be met, purchasers may request extensions of the closing time. Extension requests must be submitted to the Asset Manager.

Extensions are granted in intervals of fifteen (15) days upon written request from the purchaser. Extensions of time to close the sale are entirely within Seller's discretion.

Purchaser Initials: \_\_\_\_\_ Selling Agent Initials: \_\_\_\_\_

If granted, the following conditions apply:

- A written request for extensions must be received by Asset Manager no later than five (5) calendar days before the expiration of the sales contract.
- Documentation submitted with the extension request must establish the cause of delay and verification of loan status. All lender letters must contain the signature of the loan officer or underwriter.
- Extension fees are non-refundable if the closing does not occur.
- At closing, unused extension fees will be prorated to the Purchaser and refunded by escrow.
- The granting of one extension shall not obligate the Seller to approve additional extensions, and the Seller shall declare a Default for the Purchasers' failure to close the sale upon the expiration of the original closing period or upon the expiration of the extension.
- Extensions will be for a period of fifteen (15) calendar days. Fees will be based on the Contract Sales Price of the property:
  - \$10 per day if sales price is \$25,000 or less

- \$15 per day if sales price is more than \$25,000, but less than \$50,000
- \$25 per day if sales price is equal to or more than \$50,000
- If it is a cash sale current proof of available funds must be provided by either a letter or an account statement from the purchaser's financial institution(s).

# Enclosed fees must be in the form of a certified check or money order. Money Gram or Western Union money orders will not be accepted.

• IMPORTANT: If the Asset Manager has not received ALL the following: 1) extension request form, 2) extension fees, and 3) appropriate financial letter from lender by contract expiration, the contract will be cancelled.

#### Allowable Closing Costs-Line 5 of Sales Contract (HUD 9548-1/99)

Upon closing of a HUD-owned single-family property for Owner Occupant sales only, the Department will allow to be deducted from its proceeds, purchaser financing and closing costs considered to be reasonable and customary in the jurisdiction where the property is located. Form HUD-9548 (Sales Contract-Property Disposition Program), shall be used to reflect the total dollar amount HUD is expected to pay towards a purchaser's financing and closing costs. However, in no event may the costs exceed three percent (3%) of the property's gross purchase price. If the total closing costs reflected on the Closing Disclosure settlement statement are less than the amount indicated on the sales contract, HUD will reimburse only the actual costs charged and will not credit the purchaser with any difference either in cash or through a purchase price. Within the three percent (3%) allowance, HUD will reimburse loan origination fees up to one percent (1%) of the mortgage. However, on an FHA 203(k) rehabilitation mortgage, HUD will reimburse one and a half percent (1.5%) of the mortgage.

#### Walk-Thru Inspection

All Purchasers are strongly encouraged to conduct a walk through inspection PRIOR to the close of escrow. If a Purchaser discovers a property condition that did not exist at the time of contract ratification must immediately notify HUD's Asset Manager of the damage. Reporting of the damage does not guarantee the correction of the problem that was discovered. On a case by case situation a determination will be made to either repair the damage or provide a credit. The purchaser assumes full responsibility for the property and its condition on the date of close of escrow. The Department assumes no responsibility and will make no settlement, for damages reported to HUD after the close of escrow. (See item # 13.E of HUD Sales Contract).

#### **Offer Exceeding Appraised Value**

I/we understand that if our offer exceeds the list price value and the property is being purchased with FHA / Conventional Financing, I/we will be responsible for the difference in cash.

#### **Buyer(s)** Certification

I/we certify that I/we have read and understand all five pages of this addendum and declare that I/we have been interviewed by a HUD approved Lender who has completed a loan application, verified employment, and obtained a full credit report.

I/we acknowledge this policy and by signing below I/we understand I/we will forfeit our earnest money deposit if we enter into this agreement without properly completing the sales contract offer to purchase.

Signatures:	
Selling Agent:	Date:
Purchaser:	Date:

#### LEAD-BASED PAINT DISCLOSURE ADDENDUM

#### SELLER HAS RECORDS OR REPORTS PERTAINING TO LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Property Case #: Property Address:

#### Lead Warning Statement

Every Purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Purchaser with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

#### Seller Acknowledgement and Contingency Period

Seller has knowledge regarding lead-based paint and/or lead-based paint hazards. Records, reports and other information are available for downloading and review from the property listing website, and copies have been provided to the Purchaser. Purchaser has a contingency period to withdraw from the contract that expires fifteen (15) calendar days from the date of the Purchaser's signature below. Because the Purchaser had access to lead records, reports and other available information before submission of the bid, the Purchaser may withdraw from the purchase contract by providing written notice of withdrawal on or before the contingency expiration date (as evidenced by the postmark on the Purchaser's notice of withdrawal), but is not entitled to a refund of earnest money, unless the Purchaser obtained an independent lead-based paint inspection or risk assessment performed by a Certified Lead-Based Paint Inspector or Risk Assessor and the Purchaser provides the Seller with a copy of the inspection or risk assessment report.

The records or reports indicate that:

\_\_\_\_\_ No lead-based paint or lead-based paint hazards were found.

\_\_\_\_\_ Lead-based paint and/or lead-based paint hazards were found. None of the lead-based paint was deteriorated.

Lead-based paint and/or lead-based paint hazards were found. Some of the lead-based paint was deteriorated and Seller has already completed the required stabilization. The lead-based paint stabilization plan and the lead clearance report are available for downloading from the

property listing website, and have been provided to the Purchaser as evidenced by the signature(s) below. No further stabilization is planned.

Lead-based paint and/or lead-based paint hazards were found. Some of the lead-based paint was deteriorated. Seller has caused a lead-based paint stabilization plan and cost estimate to be prepared. The lead-based paint stabilization plan and cost estimate are available for downloading from the property listing website, and have been provided to the Purchaser as evidenced by the signature(s) below.

#### Financing Type (Selling Broker to initial applicable item)

No FHA Financing: If the purchase of this property is not being financed with an FHAinsured loan, the Seller will not complete any additional lead-based inspection, beyond that which has already been conducted, paint stabilization or clearance. The Purchaser has a contingency period, which expires 15 days from the date of the Purchaser's signature below, to review records and reports provided by the Seller and to conduct an independent inspection or risk assessment.

Any FHA Financing, and no deteriorated lead-based paint was found.

Any FHA Financing Except 203(k): This property is being sold with FHA insured financing under a program other than a 203(k) Rehabilitation Mortgage and, as disclosed above by the Seller, deteriorated lead-based paint was found. If the Seller has not already done so, the Seller agrees to procure a visual assessment and lead-based paint inspection and stabilize the deteriorated lead-based paint in accordance with the stabilization plan and obtain lead clearance before the settlement date or any extensions thereof.

FHA 203(k) Financing: This property is being sold subject to a 203(k) Rehabilitation Mortgage and, as disclosed above by the Seller, deteriorated lead-based paint was found and the Seller has not already completed stabilization and clearance. The Purchaser shall stabilize the deteriorated lead-based paint as part of its work plan for the property rehabilitation and shall obtain lead clearance before occupancy. Purchaser shall complete the 203(k) Rehabilitation Financing Lead Agreement form.

#### **Purchaser Acknowledgement (initial applicable items)**

Purchaser has received the EPA-approved pamphlet "Protect Your Family From Lead In Your Home."

Seller has provided, and Purchaser has received, copies of the records and reports available to the Seller. A list of lead-related records and reports is attached.

\_\_\_\_\_ Purchaser has received a 15-day opportunity to conduct a lead-based paint inspection or risk assessment for the presence of lead-based paint and/or lead-based paint hazards.

#### Selling Broker Acknowledgements (initial)

Selling Broker is aware of his/her responsibility to ensure compliance with the disclosure of information concerning lead upon the transfer of residential property in 42 U.S.C. 4852d.

#### **Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

 _(Purchaser)	_, 20_	_(date)
 _(Co-Purchaser)	_, 20_	_(date)
 _(Selling Broker)	_, 20_	_(date)
 _(Seller)	_, 20	_(date)

Radon Gas and Mold Notice and Release Agreement **U.S. Department of Housing and Urban Development** Office of Housing Federal Housing Commissioner

**Property Case #:** Property address:

## PURCHASERS ARE HEREBY NOTIFIED AND UNDERSTAND THAT RADON GAS AND SOME MOLDS HAVE THE POTENTIAL TO CAUSE SERIOUS HEALTH PROBLEMS.

Purchaser acknowledges and accepts that the HUD-owned property described above (the "Property") is being offered for sale "AS IS" with no representations as to the condition of the Property. The Secretary of the U.S. Department of Housing and Urban Development, his/her officers, employees, agents, successors and assigns (the "Seller") and [insert name of M & M Contractor], an independent management and marketing contractor ("M & M Contractor") to the Seller, have no knowledge of radon or mold in, on, or around the Property other than what may have already been described on the web site of the Seller or M & M Contractor or otherwise made available to Purchaser by the Seller or M & M Contractor.

Radon is an invisible and odorless gaseous radioactive element. Mold is a general term for visible growth of fungus, whether it is visible directly or is visible when barriers, such as building components (for example, walls) or furnishings (for example, carpets), are removed.

Purchaser represents and warrants that Purchaser has not relied on the accuracy or completeness of any representations that have been made by the Seller and/or M & M Contractor as to the presence of radon or mold and that the Purchaser has not relied on the Seller's or M & M Contractor's failure to provide information regarding the presence or effects of any radon or mold found on the Property.

Real Estate Brokers and Agents are not generally qualified to advise purchasers on radon or mold treatment or its health and safety risks. **PURCHASERS ARE ENCOURAGED TO OBTAIN THE SERVICES OF A QUALIFIED AND EXPERIENCED PROFESSIONAL TO CONDUCT INSPECTIONS AND TESTS REGARDING RADON AND MOLD PRIOR TO CLOSING**. Purchasers are hereby notified and agree that they are solely responsible for any required remediation and/or resulting damages, including, but not limited to, any effects on health, due to radon or mold in, on or around the property.

In consideration of the sale of the Property to the undersigned Purchaser, Purchaser does hereby release, indemnify, hold harmless and forever discharge the Seller, as owner of the Property and separately, M & M Contractor, as the independent contractor responsible for maintaining and marketing the Property, and its officers, employees, agents, successors and assigns, from any and all claims, liabilities, or causes of action of any kind that the Purchaser may now have or at any time in the future may have against the Seller and/or M & M Contractor resulting from the presence of radon or mold in, on or around the Property.

Purchaser has been given the opportunity to review this Release Agreement with Purchaser's attorney or other representatives of Purchaser's choosing, and hereby acknowledges reading and understanding this Release. Purchaser also understands that the promises, representations and warranties made by Purchaser in this Release are a material inducement for Seller entering into the contract to sell the Property to Purchaser.

Dated this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_.

Purchaser's Signature

Purchaser's Signature

Purchaser's Printed Name

Purchaser's Printed Name

Form HUD-9548-E (6/2004)

**Warning:** Falsifying information on this or any other form of the Department of Housing and Urban Development is a felony. It is punishable by a fine not to exceed \$250,000 and/or a prison sentence of not more than two years.

## **Individual Owner-Occupant Certification**

	I/we,, submit this offer to purchase the property located at
Property address:	
	as an owner-occupant purchaser. I/we certify that I/we have not purchased a HUD-owned property within the past 24 months as an owner-occupant. This offer is being submitted with the representation that I/we will occupy the property as my/our primary residence for at least 12 months.
Purchaser's Name, Signature & Date:	SIGN HERE
Purchaser's Name, Signature & Date:	SIGN HERE

## **Broker Certification**

I certify that I have not knowingly submitted the HUD-9548, Sales Contract, for the above listed property, on behalf of an investor purchaser. I further certify that I have discussed the penalties for false certification with the purchaser(s).

Broker's		
Name,	SIGN HERE	
Signature & Date:		

fees are non-refundable. I acknowledge that I am not allowed to occupy or make repairs to the property prior to closing. If I am employed by the U.S. Department of Housing and Urban Development (HUD), or if I am related by blood, marriage, or law to a HUD employee, I must have prior approval before signing a HUD sales contract.

Buyer should have an Abstract covering the property examined by an attorney of Buyer's selection or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is to be obtained, Buyer should obtain commitment for Title Insurance (the Commitment) which should be examined by an attorney of Buyer's choice at or prior to closing. All locks should be replaced or re-keyed at Purchaser's expense.

#### HUD'S LISTED PRICE

PURCHASER(S) MAY BID ABOVE OR BELOW HUD'	S LISTED PRICE. HUD'S ORIGINAL LIST
PRICE WAS BASED UPON AN APPRAISAL. PURCH	ASER(S) ACKNOWLEDGE THAT HUD'S
LISTED PRICE OF THIS PROPERTY IS \$	() Buyer's Initials

The above information was explained to the purchaser(s) by:

Signature of Broker/Agent Date

I/We acknowledge receipt and understanding of the "PURCHASER'S RIGHTS AND RESPONSIBILITIES" addendum.

Signature of Purchaser	Date	Signature of Purchaser	Date
Signature of Purchaser	Date	Signature of Purchaser	Date

OMB Approval No: 2502-0538 (exp. 04/30/2018)

## CAUTION

U.S. Department of Housing and Urban Development Federal Housing Administration (FHA)



# For Your Protection: Get a Home Inspection

#### Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

Evaluate the physical condition: structure, construction, and mechanical systems; Identify items that need to be repaired or replaced; and Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

#### You Must Ask for a Home Inspection

A home inspection will only occur if you arrange for one. FHA does not perform a home inspection.

Decide early. You may be able to make your contract contingent on the results of the inspection.

#### Appraisals are Different from Home Inspections

An appraisal is different from a home inspection and does not replace a home inspection. Appraisals estimate the value of the property for lenders. An appraisal is required to ensure the property is marketable. Home inspections evaluate the condition of the home for buyers.

#### FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA cannot give or lend you money for repairs, and FHA cannot buy the home back from you. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

#### Radon Gas Testing and other safety/health issues

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the toll-free National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236.

Ask your home inspector about additional health and safety tests that may be relevant for your home.

#### Be an Informed Buyer

It is your responsibility to be an informed buyer. You have the right to carefully examine your potential new home with a qualified home inspector. To find a qualified home inspector ask for references from friends, realtors, local licensing authorities and organizations that qualify and test home inspectors.

CAUTTOR



HUD-92564-CN (6/14)



### Closing Date Extension Policy

If closing date stipulated in the contract cannot be met, purchasers may request an extension of the closing. Extensions of time to close the sale are at the Seller's discretion and, if granted, will be under the following guidelines:

- The request for extension of closing time will be made in writing to the designated HUD Closing Agent for processing. The request must include the cause of delay and that necessary mortgage funding has been obtained or is imminent. A signed and dated lender letter should be received by HUD's Closing Agent prior to expiration of the sales contract.
- 2. Extensions will be granted for a 15 calendar day period. The following are the extension fees due to the Closing Agent at the time of submission of extension request. These fees must accompany the extension request and be a non-refundable certified or cashier's check or money order in the full amount of the 15 day extension.

This fee is based on the Contract Sales Price:

Contract Sales Price of \$25,000 or less Contract Sales Price of \$25,001 to \$50,000 Contract Sales Price over \$50,000 Extension Fee is \$10 per day Extension Fee is \$15 per day Extension Fee is \$25 per day

- 3. At the time of closing, the unused extension fees, if any, will be prorated to the Purchaser
- 4. The granting of an initial extension period does not obligate Seller to grant additional extensions.
- 5. Extension fees will be retained by Seller if a closing does not occur.

**Buyer Certification:** 

I/we have read and understand this policy and agree to abide by the above policy.

#### Signatures:

(Purchaser)

(Purchaser)

(Purchaser)

(Purchaser)



HUD CASE NUMBER: PROPERTY ADDRESS:

## **Conflict of Interest Addendum**

**Purchaser Certification** 

I/We the undersigned purchaser(s) of the above described HUD property, acknowledge that I/we understand that no employee of a HUD contractor/subcontractor or relative of such employee may purchase a HUD property. I understand that if I am an employee of a HUD contractor/subcontractor or a relative, my contract is subject to cancellation and the forfeiture of my earnest money deposit.

## Selling Broker Certification

I, the undersigned buyer's agent of the above referenced HUD property, understand that no HUD listing broker, employee of the listing broker, nor relative of the listing broker or their employee may purchase a HUD property nor own interest in any corporation purchasing a HUD property. I understand that no employee or their relative of any HUD contractor or subcontractor may purchase a HUD home.

Any contract submitted in violation of these rules is subject to cancellation and earnest money deposit forfeiture.

Furthermore, I understand that any agent found in violation of the Conflict of Interest addendum will immediately lose their listing broker privileges with HUD and may face suspension of their bidding privileges.

Purchaser	Date	Purchaser	Date
Selling Agent	Date	Selling Broker	Date

Case #

#### **Electronic Filing of HUD-9548 Contract Addendum**

Purchaser(s) and Broker have elected to use the HUD-9548 contract form electronically downloaded and printed for the submission of their bid \_\_\_\_\_\_ (confirmation number) for case # \_\_\_\_\_.

By doing so, all parties to this agreement certify, warrant, and represent that no information and/or content of the HUD-9548 contract has been altered or omitted in any manner. They further certify, warrant, and represent that this is a true and accurate copy of the HUD-9548 contract.

The broker and purchaser(s) further agree that (i) they read and understand their responsibilities, as stated in the "Conditions of Sale," which is a part of the HUD-9548 Sales Contract and (ii) no contract or binding agreement exists unless and until a written HUD-9548 Sales Contract, executed by the U.S. Department of Housing and Urban Development is returned to purchaser.

The broker and purchaser(s) knowingly execute this addendum with full understanding that "falsifying information on this or any other form of the Department of Housing and Urban Development is felony. It is punishable by a fine not to exceed \$250,000 and/or a prison sentence of not more than two years (18 U.S. C. 1010, 3559, 3571)."

#### **CERTIFICATION OF ACCURACY**

The following parties have reviewed the information above and certify to the best of their knowledge it is true and accurate, and that they agree to all of the terms and provisions hereof.

Purchaser	Date	Purchaser	Date
Purchaser	Date	Purchaser	Date

Broker/Agent

Date

#### **Property Disposition Program** 203(k) Rehabilitation Financing Lead Agreement

## **U.S. Department of Housing** and Urban Development Office of Housing

Federal Housing Commissioner

Public reporting burden for this collection of information is estimated to average 12 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2502-0306. This information is required to obtain benefits. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. This information is required in order to administer the HUD Lead Safe Housing Rule (24 CFR Part 35).

The information is required in order to determine and document eligibility to participate in the 203(k) sales program. If this information were not collected, HUD would not be able to administer the Property Disposition Sales Program properly to avoid waste, mismanagement, and abuse. The information will be retained by the Department as part of the transaction record for a property disposition action. Failure to provide this information could affect your participation in the HUD Homes program. Responses will not be held confidential.

Warning: Falsifying information on this or any other form of the Department is a felony. It is punishable by a fine not to exceed \$250,000 and/or a prison sentence of not more than two years. Failure to adhere to the residency and resale requirements may result in administrative sanctions being taken against the purchaser.

#### **ADDENDUM TO SALES CONTRACT:** 203(k) REHABILITATION FINANCING LEAD AGREEMENT

Property Address:

FHA Case Number:

This agreement is an addendum to a	nd incorporated in the contract for	or the purchase	se of the above referenced property by (Purchaser's
name)	executed on	, 20	(date). Prior to closing of the sale transaction, this
agreement must be executed by the S	Selling Broker, the Purchaser and	the Lender li	listed below and a copy delivered to the Seller's
designated closing agent.			

The purchaser intends to finance this transaction with an FHA 203(k) rehabilitation loan provided by

(Lender) doing business at (Lender's address).

By signing below, the Lender and Purchaser agree to incorporate a paint stabilization plan including lead clearance, into the 203(k) work plan, in accordance with HUD's Lead Safe Housing Rule (24 CFR 35). The plan will be based on a visual assessment, leadbased paint inspection, and/or risk assessment of the subject property. Lender and Purchaser agree that the interior work and clearance will be completed prior to the Purchaser's occupancy. Lender and Purchaser also agree that the exterior work and clearance will be completed prior to occupancy unless significant adverse weather conditions exist (e.g., winter cold weather prevents proper paint application), in which case occupancy will not be barred, but exterior work must be completed as soon as possible (in accordance with local practices, which may include temporarily enclosing the work area to permit work in any weather conditions, or waiting for a thaw to do work).

Upon the completion of the required lead work and clearance, the undersigned Lender agrees to provide the attached Addendum to Sales Contract: Completion of 203(k) Rehabilitation Financing Lead-Based Paint Stabilization and Clearance to the HUD Home Ownership Center indicated on the notice.

Signature of Lender Date Signature of Purchaser Date Signature of Selling Broker Date

> form HUD-9548-G (2/2023)

## GOOD NEIGHBOR NEXT DOOR

Sales Program Personal Information

#### Questionnaire

**Public reporting burden** for this collection of information is estimated to average 5 minutes per response including the time for collecting, reviewing, and reporting the data. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2502-0570. This information is required to administer the Good Neighbor Next Door (GNND) sales program (24 CFR Part 291, Subpart F) and to determine and document eligibility to participate in the program. If this information were not collected, HUD would not be able to administer the GNND sales program properly to avoid waste, mismanagement and abuse. HUD will retain this information as part of the property disposition transaction record. Response to this request for information is required to obtain benefits. Failure to provide this information could affect your participation in the GNND sales program. In accordance with the Paperwork Reduction Act, HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

**Warning:** Falsifying information on this or any other form of the Department is a felony. It is punishable by a fine not to exceed \$250,000 and/or a prison sentence of not more than two years. Failure to adhere to the residency and resale requirements may result in administrative sanctions being taken against the Law Enforcement Officer, Teacher, Firefighter, or Emergency Medical Technician. *I/We*, the undersigned, certify under penalty of perjury that the information provided on this form is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

**Privacy Act Notice** – The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested on this form by virtue of Title 12, United States Code, Section 1701 et seq. The Housing and Community Development Act of 1987, 42 U.S.C. 3543 authorized HUD to collect Employer ID and/or Social Security Numbers. These numbers are used to provide information to the IRS regarding payment of commissions or other fees. HUD may also disclose this information to federal, state, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. Failure to provide the Employer ID Number or Social Security Number could affect your participation in HUD's Property Disposition Program.

#### **\*Required Information**

**Personal Contact and Employer Information** 

* First Name	* M	iddle Name or Initial
* Last Name		
* Occupation		
* Residential Street Address		
* City	*State	* Zip Code + Plus4 -
* Home Phone Number		
* Current Residence	□Own □Rent □ (	Other
* Contact E-Mail Address		
Contact Fax Number		
* Work Phone Number		
* Employer/Agency Name		
* Employer Street Address		
* City	* State	* Zip Code + Plus4 -
* Human Resources/Point of G	Contact Full Name	
* Human Resources/Point of	Contact Phone Number	
Human Resources/Point of (	Contact Fax Number or	

E-Mail Address

## GOOD NEIGHBOR NEXT DOOR

Sales Program Law Enforcement Officer U.S. Department of Housing and Urban Development Office of Housing - Federal Housing Commissioner

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time to search existing data sources, gather and maintain the data needed, complete and review the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2502-0570. This information is required to obtain benefits and required to administer the Good Neighbor Next Door (GNND) Sales Program (24 CFR Part 291, Subpart F) including to determine and document eligibility to participate in the program. This is an electronic form to be completed online and will be automatically converted to a print form for the selected participant's signature as a record for compliance enforcement. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. If this information was not collected, HUD would not be able to administer the GNND Sales Program properly to avoid waste, mismanagement, and abuse. HUD will retain the information as part of the transaction for a property disposition action. Failure to provide this information could affect your participation in HUD's GNND Sales Program.

**Warning:** Falsifying information on this or any other form of the Department is a felony. It is punishable by a fine not to exceed \$250,000 and/or a prison sentence of not more than two years. Failure to adhere to the residency and resale requirements may result in administrative sanctions being taken against the Law Enforcement Officer, Teacher, Firefighter, or Emergency Medical Technician.

**Privacy Act Notice** – The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested on this form by virtue of Title 12, United States Code, Section 1701 et seq. The Housing and Community Development Act of 1987, 42 U.S.C. 3543 authorized HUD to collect Employer ID and/or Social Security Numbers. These numbers are used to provide information to the IRS regarding payment of commissions or other fees. HUD may also disclose this information to federal, state, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. Failure to provide the Employer ID or Social Security Numbers could affect your participation in HUD's Property Disposition Program.

YES

NO

## Law Enforcement Officer Pre-Qualification Questionnaire

<ol> <li>Are you employed full-time as a law enforcement officer by one of the following: the federal government, a state, a unit of general local government or an Indian tribal government?</li> </ol>		
2. In carrying out such full-time employment, in the normal course of business, do you directly serve community, neighborhood, or jurisdiction of the unit of general local government, or Inc tribal government in which the home is located <i>and</i> are you sworn to uphold, and make arrest violations of federal, state, tribal, county, township or municipal laws?		
<ul><li>(NOTE: Your employer will be required to certify that this statement is correct.)</li><li>3. Have you previously purchased a home through the Good Neighbor Next Door Sales Program or its predecessor program, the Officer Next Door or Teacher Next Door Sales Program?</li></ul>		
4. Have you owned any residential real property within the previous 12 months prior to submitting a bid?		
5. Has your spouse owned any residential real property within the previous 12 months prior to submitting this offer?		
<ul> <li>6. By proceeding to submit a bid you certify to the following:</li> <li>You will live in the HUD home as your sole residence for the 36 month owner-occupancy term.</li> <li>Your good faith intention to continue employment as a law enforcement officer for at least one year after the date of closing.</li> <li>You will sign a second mortgage and note for the amount of the discount from the list price of the property you are awarded.</li> <li>You do not and have not owned any residential real property for the calendar year preceding the date, you are submitting this offer.</li> <li>You will not purchase or accept any residential real property prior to the date you close on the purchase of a home if your offer is accepted.</li> <li>You will certify initially and once annually that you have continuously occupied and are occupying the HUD home, you purchased.</li> </ul>		

*I/We*, the undersigned, certify under penalty of perjury that the information provided above on this form is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to civil and/or criminal penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

Signature

#### GOOD NEIGHBOR NEXT DOOR Sales Program -Teacher

#### **U.S. Department of Housing** and Urban Development Office of Housing - Federal Housing Commissioner

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time to search existing data sources, gather and maintain the data needed, complete and review the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2502-0570. This information is required to obtain benefits and required to administer the Good Neighbor Next Door (GNND) Sales Program (24 CFR Part 291, Subpart F) including to determine and document eligibility to participate in the program. This is an electronic form to be completed online and will be automatically converted to a print form for the selected participant's signature as a record for compliance enforcement. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. If this information were not collected, HUD would not be able to administer the GNND Sales Program properly to avoid waste, mismanagement, and abuse. HUD will retain the information as part of the transaction for a property disposition action. Failure to provide this information could affect your participation in HUD's Good Neighbor Next Door Sales Program.

## Teacher Pre-Qualification Questionnaire

Warning: Falsifying information on this or any other form of the Department is a felony. It is punishable by a fine not to exceed \$250,000 and/or a prison sentence of not more than two years. Failure to adhere to the residency and resale requirements may result in administrative sanctions being taken against the Law Enforcement Officer, Teacher, Firefighter, or Emergency Medical Technician.

Privacy Act Notice - The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested on this form by virtue of Title 12, United States Code, Section 1701 et seq. The Housing and Community Development Act of 1987, 42 U.S.C. 3543 authorized HUD to collect Employer ID and/or Social Security Numbers. These numbers are used to provide information to the IRS regarding payment of commissions or other fees. HUD may also disclose this information to federal, state, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. Failure to provide the Employer ID or Social Security Numbers could affect your participation in HUD's Property Disposition Program.

	YES	NO
<ol> <li>Are you employed full-time as a teacher by a state-accredited public or private school that provides direct services to students in grades pre-kindergarten through 12?</li> </ol>	i 🗆	
2. In carrying out such full-time employment, in the normal course of business, do you serve students from the community, neighborhood, or jurisdiction of the unit of general local government or Indian tribal government where the home is located? (NOTE: Your employer will be required to certify that this statement is correct.)		
3. Have you previously purchased a home through the Good Neighbor Next Door Sales Program or its predecessor program, the Officer Next Door or Teacher Next Door Sales Program?		
4. Have you owned any residential real property within the previous 12 months prior to submitting a bid?		
5. Has your spouse owned any residential real property within the previous 12 months prior to submitting a bid?		
6. By proceeding to submit a bid you certify to the following:		
<ul> <li>You will live in the HUD home as your sole residence for the 36 month owner- occupancy term.</li> </ul>		
<ul> <li>You will sign a second mortgage and note for the amount of the discount from the list price of the property you are awarded.</li> </ul>		
<ul> <li>You do not and have not owned any residential real property for the calendar year preceding the date you are submitting this offer.</li> </ul>		
<ul> <li>You will not purchase or accept any residential real property prior to the date you close on the purchase of a home if your offer is accepted.</li> </ul>		
<ul> <li>Your good faith intention to continue employment as a teacher for at least one year after date of closing.</li> </ul>		
<ul> <li>You will certify initially and once annually that you have continuously occupied and are occupying the HUD home you purchased.</li> </ul>		
I/We, the undersigned, certify under penalty of perjury that the information provided above is true and corre	ect. WAR	NING: Anvone knowingly

submits a false claim or makes a false statement is subject to civil and/or criminal penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. § 3729, 3802).

Signature

GOOD NEIGHBOR NEXT DOOR U.S. Department of Housing Sales Program -Firefighter/Emergency

Medical Technician

and Urban Development

Office of Housing - Federal Housing Commissioner

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time to search existing data sources, gather and maintain the data needed, complete and review the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2502-0570. This information is required to obtain benefits and required to administer the Good Neighbor Next Door (GNND) Sales Program (24 CFR Part 291, Subpart F) including to determine and document eligibility to participate in the program. This is an electronic form to be completed online and will be automatically converted to a print form for the selected participant's signature as a record for compliance enforcement. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. If this information were not collected, HUD would not be able to administer the GNND Sales Program properly to avoid waste, mismanagement, and abuse. HUD will retain the information as part of the transaction record for a property disposition action. Failure to provide this information could affect your participation in HUD's Good Neighbor Next Door Sales Program.

Warning: Falsifying information on this or any other form of the Department is a felony. It is punishable by a fine not to exceed \$250,000 and/or a prison sentence of not more than two years. Failure to adhere to the residency and resale requirements may result in administrative sanctions being taken against the Law Enforcement Officer, Teacher, Firefighter, or Emergency Medical Technician.

Privacy Act Notice - The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested on this form by virtue of Title 12, United States Code, Section 1701 et seq. The Housing and Community Development Act of 1987, 42 U.S.C. 3543 authorized HUD to collect Employer ID and/or Social Security Numbers. These numbers are used to provide information to the IRS regarding payment of commissions or other fees. HUD may also disclose this information to federal, state, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. Failure to provide the Employer ID or Social Security Numbers could affect your participation in HUD's Property Disposition Program.

## Firefighter/Emergency Medical Technician Pre-Qualification Questionnaire

	YES	NO
1. Are you employed full-time as a firefighter or emergency medical technician by a fire department or emergency medical services responder unit of the Federal Government, a state, unit of general local government, or an Indian tribal government serving the community, neighborhood, or jurisdiction of the unit of general local government, or Indian tribal government where the home is located? (NOTE: Your employer will be required to certify that this statement is correct.)		
2. Have you previously purchased a home through the Good Neighbor Next Door Sales Program or its predecessor program, the Officer Next Door or Teacher Next Door Sales Program?		
3. Have you owned any residential real property within the previous 12 months prior to submitting a bid?		
4. Has your spouse owned any residential real property within the previous 12 months prior to submitting a bid?		
<ul> <li>5. By proceeding to submit a bid you certify to the following:</li> <li>You will live in the HUD home as your sole residence for the 36 month owner-occupancy term.</li> </ul>		
<ul> <li>Your good faith intention to continue employment as a firefighter or emergency medical technician for date of closing.</li> </ul>	or at least one ye	ar after
<ul> <li>You will sign a second mortgage and note for the amount of the discount from the list price of the pr</li> <li>You do not and have not owned any residential real property for the calendar year preceding the da submitting this offer.</li> </ul>		warded.
<ul> <li>You will not purchase or accept any residential real property prior to the date you close on the purch if your offer is accepted?</li> </ul>	hase of a home	
• You will certify initially and once annually that you have continuously occupied and are occupying th	e HUD home you	ı purchased.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. § 3729, 3802.)

Signature

Date:

GOOD NEIGHBOR NE T DOOR U.S. Department of Housing

Sales Program

**U.S. Department of Housing and Urban Development** Office of Housing - Federal Housing Commissioner OMB Approval No. 2502-0570 (Expires 04/30/2027)

Date:

SUBJECT: GOOD NEIGHBOR NEXT DOOR SALES PROGRAM – Participant Continuing Eligibility Certification

REO Case No.:

Address:

Participant Name:

Closing Date:

Occupancy Start Date:

I CERTIFY THAT I OWN, AND SINCE THE AGREED UPON OCCUPANCY START DATE, HAVE CONTINUOUSLY RESIDED IN THE ABOVE SUBJECT PROPERTYAS MY SOLE RESIDENCE AND THAT I DO NOT OWN ANY OTHER RESIDENTIAL REAL PROPERTY IN ACCORDANCE WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S GOOD NEIGHBOR NEXT DOOR SALES PROGRAM.

**KWe**, the undersigned, egtvkh{ 'under penalty of perjury vj cv'vj g'kphqto cvkqp'r tqxkf gf 'above'ku'vtwg'cpf correct0WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to 'criminal'cpf lqt civil r gpcnkgu including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287,1001, 1010, 1012, 1014; 31 U.S.C. § 3729, 3802)."'

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

WARNING: Falsifying information on this certification is a felony. It is punishable by a fine not to exceed \$250,000 and/or prison sentence of not more than two years. (18 U.S.C. 1010, 3559; 3571)

**Public reporting burden** for this collection of information is estimated to average 5 minutes per response including time for collecting, reviewing, and reporting the data. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2502-0570. This information is required to obtain benefits and to administer the Good Neighbor Next Door (GNND) sales program (24 CFR Part 291, Subpart F) including to determine and document eligibility to participate in the program. If this information were not collected, HUD would not be able to administer the GNND sales program properly to avoid waste, mismanagement and abuse. HUD will retain this information as part of the property disposition transaction record. Failure to provide this information could affect your participation in HUD's GNND sales program. In accordance with the Paperwork Reduction Act, HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. While confidentiality is not assured this information will not be disclosed outside of HUD except as required or permitted by law.

#### Employer Verification of U.s. Participant Employment Office Property Disposition Program Good Neighbor Next Door Sales Program

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2502-0570. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. This information is required to obtain benefits and to administer the Good Neighbor Next Door (GNND) Sales Program (24 CFR Part 291, Subpart F) including determining and documenting eligibility to participate in the program. If this information are not collected, HUD would not be able to administer this GNND program properly to avoid waste, mismanagement, and abuse. HUD will retain this information as part of the property disposition transaction record. Failure to provide this information could affect your employee's participation in HUD's GNND Sales Program

**Warning:** Falsifying information on this or any other form of the Department is a felony. It is punishable by a fine not to exceed \$250,000 and/or a prison sentence of not more than two years. Failure to adhere to the residency and resale requirements may result in administrative sanctions being taken against the Law Enforcement Officer, Teacher, Firefighter, or Emergency Medical Technician.

**Privacy Act Notice -** HUD's Federal Housing Administration is authorized to solicit the information requested on this form by virtue of Title 12, United States Code, Section 1701 et seq. The Housing and Community Development Act of 1987, 42 U.S.C. 3543 authorized HUD to collect Employer ID and/or Social Security Numbers. These numbers are used to provide information to the IRS regarding payment of commissions or other fees. HUD may also disclose this information to federal, state, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. Failure to provide the Employer ID or Social Security Number could affect your participation in HUD's Property Disposition Program.

#### To the employer:

The individual named below has represented to the U.S. Department of Housing and Urban Development that he/she is employed by your agency in one of the capacities identified below. The information must be verified by your agency as a prerequisite to participation in the Good Neighbor Next Door ( D) Sales Program. Please check the appropriate box provided below, sign/date where indicated and forward this form in the enclosed pre-addressed envelope. Participation in the GN D Sales Program by the named individual is dependent on receipt of this Verification from your agency.

I certify that the information provided on this form and in any accompanying documentation is true and accurate. The undersigned understands that any misrepresentations made on this form as to the agreed to provisions may be subject to civil and or criminal penalties including, but not limited to, fine or imprisonment, or both, under the provisions of Title 18, United States Code, Sections 1001 and 1010.

Agency's Certification of Employment hereby certify that

Name:\_\_\_\_\_ Address: \_\_\_\_\_ Case #: \_\_\_\_\_

Is employed by the below-named agency and is: (check the appropriate box)

a Law Enforcement Officer who, for purposes of GNND Sales Program, is defined as an individual who is employed full-time by a law enforcement agency of the federal government, a state, a unit of general local government, or an Indian tribal government and is sworn to uphold, and make arrests for violations of, federal, state, tribal, county, township, or municipal laws serving the above listed address; or

a Teacher, who, for purposes of the GNND Sales Program, is defined as an individual employed as a full time teacher by a state accredited public school or private school that provides direct services to students in grades pre-Kindergarten through 12 and serves students from the community, neighborhood, or jurisdiction of the unit of general local government, or Indian tribal government in where the home is located; or

☐ a Firefighter or Emergency Medical Technician who, for the purposes of the GNND Sales Program, is defined as an individual who is employed full-time as a firefighter or emergency medical technician by a fire department or emergency medical services responder unit of the federal government, a state, a unit of general local government, or an Indian tribal government serving the above listed address.

Print or type your name		
Print or type your title		
Agency Name		
Agency Address		
Telephone Number		
Your signature	Date	
Previous edition is obsolete	reference Handbook 4000.1	