



THE RIGHT RELATIONSHIP IS EVERYTHING.®

Chase Home Finance  
 Rural Housing  
 1400 East Newport Center Drive  
 Deerfield Beach, FL 33442

## CHASE RURAL HOUSING BROKER FORMS SET

	GRH	RDO	CRA	RCF
<b>Chase Rural Housing Product Matrix</b>	X	X	X	
<b>Rural Chase Flex Flyer (product type 922)</b>				X
<b>Chase Rural Housing Contact Information</b>	X	X	X	
<b>Chase Rural Housing File Submission Process</b>	X	X	X	
<b>Chase Processing Forms</b>				
◆ Loan Lock Registration Form	X	X	X	X
◆ Credit Package Submission Form	X	X	X	X
◆ Chase Rural Express Form	X	X	X	X
◆ Loan Closing Request Fee Sheet	X	X	X	X
◆ Closing Package Submission Form	X	X	X	X
<b>Guaranteed Rural Housing Forms (product type 601/601)</b>				
◆ Request for Reservation of Funds 1980-86	X			
◆ Request for Single Family Housing Loan Guarantee 1980-21	X			
◆ Certification Regarding Debarment AD 1048	X			
◆ Borrower Acknowledgement	X			
<b>Rural Dreammaker Opportunity Forms (product type 559)</b>				
◆ Homebuyer Education		X		
<b>Chase Rural Advantage Forms (product type 580)</b>				
◆ 10/1 ARM Disclosure			X	
<b>Income Advantage (Dreammaker and Chase Advantage)</b>				
◆ Undocumented Income Products Work Summary		X	X	
◆ Residual Income and Savings Analysis Form		X	X	
<b>Appraisal Forms</b>				
◆ Standard Appraisal URAR (1004)	X	X	X	X
◆ HUD VC Sheet	X			
◆ Thermal Certification	X			

A different form set applies to Warehouse Seller (Correspondent) Originators and Originators with Delegated Underwriting authority.

# Chase Rural Housing Product Matrix

Program	RHS Guaranteed Rural Housing	Rural DreaMaker Opportunity	Chase Rural Advantage
<b>Term and Market Type</b>	30 Year Fixed Market Type 601 2/1 Buydown Market Type 602	30 Year Fixed Market Type 559	10/1 ARM LIBOR Based Market Type 580
<b>Max LTV</b>	100% of Appraised Value.	100% of lesser of Purchase Price or Appraised Value.	97% of lesser of Purchase Price or Appraised Value.
<b>Credit scores</b>	No minimum credit score. Traditional or Non-traditional credit.	620 minimum credit score. Traditional or Non-traditional credit – see product or credit policy guidelines.	620 minimum credit score. Traditional credit only.
<b>Contributions by others</b>	No maximum seller contribution. Any contribution over 6%, requires comment from appraiser on impact to value.	3% maximum from the seller.	6% maximum from the seller. Additional lender contribution permitted up to 100% of over par pricing.
<b>Down Payment</b>	No down payment required.	No down payment required.	3% May come from gift, grant secured borrowed funds, or seller contributions. If credit score is 660 or greater, borrower may use unsecured loan for required funds.
<b>Geographic Restrictions</b>	Eligible in towns less than 10,000/20,000 in size. Contact RHS for area maps.	No geographic restrictions.	Please see eligible area restriction guide.
<b>Homebuyers counseling</b>	Required in CA, FL, GA, IN, LA, MN, NE, SC, TX, WA, WI or at RHS discretion.	Required on all loans from CCCS 800-632-7663 or PMI 800-950-4764 or on-line at <a href="http://www.pmigroup.com/emerging_markets">www.pmigroup.com/emerging_markets</a>	Required for borrowers without a verified 12 month housing payment history or a score of 660 or lower CCCS 800-632-7663 or PMI 800-950-4764.
<b>Income limits</b>	115% of RHS median income limit. Income from all adult household members must be counted against the income limit.	Must not exceed 100% of HUD median income limits except in high cost areas (see product guide). Only income from borrower and co-borrower is counted against the income limit.	130% of RHS median income limit limits except in high cost areas (see product guide). Only income from borrower and co-borrower is counted against the income limit.
<b>Loan limits</b>	No maximum loan limit.	Maximum loan amount \$322,700.00.	Maximum loan amount \$322,700.00.
<b>MI coverage required</b>	One-time 1.5% guarantee fee. No monthly MI.	35% - .96% monthly MI from PMI. No up-front MI.	35% - .94% Monthly MI from PMI. No up-front MI.
<b>Multiple property</b>	Not eligible	Not eligible	Not eligible
<b>Ratios</b>	29/41% Ratio waivers are available with compensating factors: 660+ score, 2 months PITI reserves, or job stability.	Single ratio of 41% w/620 score. Single ratio of 45% w/660 score & payment shock <25%. Single ratio of 53% w/620 score if using Income Advantage (see product guide).	29/41% w/620 score. No previous housing payment and/or payment shock >50%. 35/43% w/620 score. With previous housing payment & payment shock <50%. 45/45% w/660 score. With previous housing payment & payment shock <50%. Single ratio of 53% w/620 score if using Income Advantage (see product guide).
<b>Reserves</b>	Not required.	Not required.	Not required.
<b>Refinance</b>	Rate refinance only on existing GRH loans.	Not available	All existing Chase mortgages, USDA section 502 Direct and USDA GRH loans. Max LTV 97% - w/no cash out. Max LTV 85% w/cash out.
<b>Underwriting method</b>	Delegated or Chase Rural Housing	Chase Rural Housing only	Chase Rural Housing only

The above product matrix must be used IN CONJUNCTION with the Chase Rural Housing Product Manual, USDA-RD 1980-D Instructions and the Chase Wholesale Product Manual. Please contact your Chase Rural Housing Account Executive or Representative with any questions.





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## Chase Rural Housing: File Submission Process

### Registration

- ◆ A file is registered by faxing the **Loan Lock Registration Form**.
- ◆ A file is locked by faxing the **Loan Lock Registration Form**.
- ◆ Rates are distributed daily via fax or e-mail between 10:15 am and 10:30 am EST.
- ◆ There is no limit on maximum amount of locks per day.
- ◆ Lock protection is offered until 7:00 am EST the next business day for new registrations.
- ◆ The loan must be closed and funded by the lock expiration date.

### Underwriting

#### File Submission- 2 options:

1. Mail- Use the **Chase Package Submission Form** for files received in the mail. Files will undergo a 48 hour underwriting turn around time.
  - ❖ A file sent via mail requires only an original package to be processed.
2. Chase Rural Express- Eligible files undergo a next day turn around time. (Borrowers eligible for Chase Rural Express include joint applicants where the primary wage earner has a 660+ credit score **or** a single applicant or joint borrowers have a 620 credit score.)
  - ◆ Register your loan- Use the **Loan Lock Registration Form** to obtain a loan number.
  - ◆ Fax your loan- Use the **Chase Rural Express Form** and include documentation.
  - ❖ A file sent via Chase Rural Express is faxed however, an original package must still be mailed for validation.

#### File Decisions- 4 options:

- ◆ Declined- a file has not met underwriting guidelines. To have the file reconsidered, conditions to reverse the underwriting decision may be faxed. Conditions for declined files are reviewed in 48 hours. Please use underwriting conditions letter as cover sheet when you fax conditions.
- ◆ Suspended- a file is missing some vital information preventing underwriting from rendering a decision. Conditions received to reverse the underwriting decision may be faxed. Conditions for suspended files are reviewed in 24 hours. Please use underwriting conditions letter as cover sheet when you fax conditions.
- ◆ Approved w/Conditions- a file is approved from underwriting. Conditions needed to clear the file from underwriting are reviewed in 24 hours. Conditions received after 4:00 p.m. EST are posted for the following business day. Please use underwriting conditions letter as cover sheet when you fax conditions.
- ◆ Approved and Cleared- a file has met all underwriting conditions and is forwarded to closing.

# CHASE RURAL HOUSING

## LOAN CLOSING

### **INSURANCE ENDORSEMENT AND ADDRESS FOR INSURANCE RENEWAL NOTICES**

Prior to documents, Chase Rural Housing must have the street address of the **Insurance Carrier** and cost of annual premium.

JPMorgan Chase Bank, N.A.  
its successors and/or assigns as their interest may appear.

Hazard Insurance  
PO Box 47020  
Doraville, GA 30362-7020

### **CLOSING INSURED (INDEMNIFICATION) LETTER**

All settlement agents must provide a Closing Insured Letter from their Underwriting Title Insurance Company. The letter must contain the street address of the settlement agent and the address below:

JPMorgan Chase Bank, N.A.  
1400 East Newport Center Drive  
Deerfield Beach, FL 33442

### **TAX BILLS AND TAX NOTICES**

JPMorgan Chase Bank, N.A.  
C/O First American Tax Service  
Attention: Tax Department  
PO Box 569763  
Dallas, TX 75356

Fax – 214-424-8120

### **LOAN SERVICING CONTACT INFORMATION**

First payment address and customer service contact for new loans:

JPMorgan Chase Bank, N.A.  
PO Box 79046  
Phoenix, AZ 85062-9046

Telephone – 800-631-5946

# CHASE PROCESSING FORMS

## **Instructions:**

### **Loan Registration**

All loans must be registered/and or locked prior to underwriting submission.  
A lock/registration confirmation will be faxed back with a loan number.  
All correspondence must reference the loan number.

### **Credit Package Submission Form**

Check list and stacking order with address for submission of original package.

### **Chase Rural Express Form**

Used when faxing files to Chase.  
An original package must still be mailed for validation.

### **Loan Closing Request Fee Sheet**

Form to list fees, request date for closing, and delivery of closing documents.

### **Closing Package Submission Form**

Check list and stacking order with address for submission of original package.



**LOAN REGISTRATION  
REQUEST FOR INTEREST RATE LOCK-IN  
RURAL HOUSING NATIONAL ORIGINATIONS UNIT  
DEERFIELD BEACH, FL**

<b>Please check one:</b>	<input type="checkbox"/> Registration only (float)	<b>Please check one:</b>	<input type="checkbox"/> Complete credit file "Credit Only" (complete file minus appraisal)
	<input type="checkbox"/> Lock and registration of a new file		
	<input type="checkbox"/> Lock for a previously registered file, which must be received by 5:00 pm (EST)		
	<input type="checkbox"/> Extension or Re-Lock		

Company Name: \_\_\_\_\_

Chase-RD (FmHA) Client Number: Y# \_\_\_\_\_ or Z# \_\_\_\_\_

Company's Telephone Number: \_\_\_\_\_

Company's Fax Number: \_\_\_\_\_

Loan Purpose (Please select one):  Purchase  
 Refinance

Loan Type (Please select one):  30-Year Fixed USDA GRH – Market Type 601  
 2/1 Buydown USDA GRH – Market Type 602

Credit Score \_\_\_\_\_ (USDA GRH Loans ONLY. Use lower of 2 scores or middle of 3 for the primary wage earner)

- Rural DreamMaker Opportunity – 100% LTV, 30-Year Fixed – Market Type 559
- Chase Rural Advantage 10/1 ARM – Market Type 580
- 502 Direct Loan Leveraging – Market Type 982
- Rural ChaseFlex – 30-Year Fixed – Market Type 922
- Rural 103% – 7/1 LIBOR ARM – Market Type 583
- Rural Chase 97% – 30-Year Fixed – Market Type 648
- Rural Preferred Non-Agency (Jumbo), 30-Year Fixed – Market Type 603
- Rural Preferred Non-Agency (Jumbo), 15-Year Fixed – Market Type 623

Borrower's Name: \_\_\_\_\_

Co-Borrower's Name: \_\_\_\_\_

Chase Loan Number: \_\_\_\_\_ (Previously registered loans only)

Property Address: \_\_\_\_\_

City/County/State/Zip: \_\_\_\_\_

Property Type (Please select one):  Single Family  Townhouse  PUD  Manufactured (USDA Only)

Loan Amount: \$ \_\_\_\_\_

Sales Price: \$ \_\_\_\_\_

Appraised Value (if available): \$ \_\_\_\_\_

Application Date: \_\_\_\_\_

Interest Rate: \_\_\_\_\_%

Lock-In Period (Please select one):  7  15  30  45  60  75

Extension/Re-Lock:\*\*  Extend for \_\_\_\_\_ days **OR**  Re-Lock

**\*\*Note:** The cost of extensions will be taken from Yield Spread Premium (YSP). All re-locks are "worse-case" between previous price and current market price.

Chase Yield Spread Premium: \_\_\_\_\_% **OR** Chase Rate Sheet Discount Points: \_\_\_\_\_%

Chase Service Release Premium: \_\_\_\_\_%

BY: \_\_\_\_\_  
Please Print Name Authorized Signature Date

**FAX TO: (954) 422-1249**

**IMPORTANT NOTICE**  
All locks of loans previously registered and all re-locks and extensions must be received by 5:00 pm (EST). All other requests must be received by 7:00 a.m. (EST) of the next business day or your request cannot be honored.



# CHASE RURAL HOUSING

## Rural Express

Fax (954) 422-1249

DATE:

TOTAL # OF PAGES: \_\_\_\_\_

**PLEASE CHECK:**

- |                          |   |   |
|--------------------------|---|---|
| <input type="checkbox"/> | 30-Year Fixed USDA Guaranteed Rural Housing | 100% LTV of appraisal no monthly MI                 |
| <input type="checkbox"/> | 30-Year Fixed Rural DreaMaker Opportunity   | 100% LTV of purchase w/ Monthly MI                  |
| <input type="checkbox"/> | 30-Year Fixed Rate Chase 97                 | 97% LTV of purchase price w/ monthly MI             |
| <input type="checkbox"/> | 10/1 ARM Chase Rural Advantage              | 97% LTV no monthly MI                               |
| <input type="checkbox"/> | 103% LTV 7/1 ARM                            | 103% LTV of purchase w/ monthly MI                  |
| <input type="checkbox"/> | 30/15 Preferred Fixed Rate                  | Jumbo, 2 <sup>nd</sup> homes and cash-out refinance |

BORROWER(S) NAME(S):

CHASE LOAN #:

LENDER/BROKER NAME:

Y or Z#:

LOAN OFFICER:

PROCESSOR:

PHONE #:

FAX #:

CREDIT SCORES (Enter below middle of 3 or lower of 2 scores)		REQUIRED DOCUMENTATION (Incomplete files cannot be underwritten)	
<b>Primary Wage-Earner Score:</b>  <hr/> <b>Credit Score</b>	<b>Co-Borrower Score:</b>  <hr/> <b>Credit Score</b>	<input type="checkbox"/> Registration Confirmation Sheet	
		<input type="checkbox"/> TYPED 1008 – Loan amount and interest rate must be specified	
		<input type="checkbox"/> SIGNED and TYPED 1003 (01/04 version)	
		<input type="checkbox"/> Good Faith Estimate	
		<input type="checkbox"/> Truth- in - Lending	
		<input type="checkbox"/> Tri-Bureau merged <u>OR</u> RMCR for each borrower	
		<input type="checkbox"/> 30 days paystubs with YTD Income	
		<input type="checkbox"/> Last 2 year's W-2's	
		<input type="checkbox"/> Letter of explanation for derogatory credit & inquiries	

### Chase Rural Express file flow

1. Register loan with Chase Rural Housing lock and registration department.
2. Fax this cover sheet, lock confirmation letter and **ALL** required documentation to 954-422-1249.
3. Underwriter will call and fax back Underwriting Status Report.
4. Fax back or submit with original file all underwriting suspense or approval conditions. Appraisals may not be faxed.
5. Overnight original file for validation, final approval and handoff to closing department.
6. Fax any additional prior to doc conditions to closing department.

**All Chase Rural Express submissions require the submission of an original package for final approval.**







**LOAN CLOSING REQUEST/FEE SHEET FAX TO 954-422-1249**

**I. LOAN ORIGINATOR INFORMATION**

Purchase       Refinance

Borrower(s) Name(s): \_\_\_\_\_  
 Chase Loan Number: \_\_\_\_\_  
 Buydown: [ ] Yes [ ] No      Term: 360 months  
 Loan Amount: \_\_\_\_\_ Interest Rate: \_\_\_\_\_ Lock Expiration: \_\_\_\_\_  
 Company Name: \_\_\_\_\_  
 Licensed: [ ] Mortgage Lender [ ] Broker  
 Company Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
 Contact: \_\_\_\_\_

**II. CLOSING AGENT INFORMATION**

Closing Date: \_\_\_\_\_ Interest Credit:  Yes<sup>1</sup>  No  
 Closing Agent: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
 Contact: \_\_\_\_\_  
 Title Underwriter: \_\_\_\_\_  
 Settlement Fee: \$ \_\_\_\_\_ Federal Express: \$ \_\_\_\_\_ Wire: \$ \_\_\_\_\_

<sup>1</sup> Interest Credit not available for Rural DreaMaker Opportunity loans.

**III. STATEMENT OF LOAN FEES**

Please complete the following indicating whether Borrower or Seller will pay each fee, the Payee, and whether the fee is "POC".  
**PLEASE NOTE: CHASE FEES CANNOT BE MODIFIED.**

CHASE FEES	AMOUNT	BORROWER	SELLER	PAYEE	POC
Funding Fee	\$395.00			CHASE	N/A
Tax Service Fee	*			CHASE	N/A
Federal Express	\$0			N/A	N/A
Flood Determination/Life of Loan	\$11.00/\$7.00			CHASE	N/A
Doc Preparation	**			CHASE	N/A
Brokers Only-RD (FmHA) Processing Fee	\$175.00			CHASE	N/A
Repair Escrow Administration Fee (N/A if all repairs completed prior to closing)	\$150.00			CHASE	N/A
<b>LENDER/BROKER/RHS FEES</b>					
RD (FmHA) Guarantee Fee – Purchase	1.50%			RD	N/A
RD (FmHA) Guarantee Fee – Refinance	.50%			RD	N/A
Origination					
Discount to Originator					
Processing/Application					
Appraisal					
Credit Report					
Recording Fee					
Lender/Broker Courier Fees					
Flood Certification (Lender/Broker)					
Other					
Other					

\* **Tax Service Fee:** Purchase = \$69 Refinance = \$20  
 \*\* **Lenders:** Doc Preparation varies by state: TX= \$140 NC, SC, VA and WA = \$70 All other states = \$55  
 \*\* **Brokers:** Doc Preparation varies by state: TX= \$150 NC, SC, VA and WA = \$80 All other states = \$65

**IV. FUNDING TYPE**

I want my closing package sent:  **FEDERAL EXPRESS**  
 **E-MAIL DOCS (VMP) – E-MAIL ADDRESS**

Please check one:  **FUNDING BY CHECK**  
 **FUNDING BY WIRE (REFINANCES ARE ALL FUNDED BY WIRES.)**

**NOTE: IF FUNDS ARE TO BE WIRED, PLEASE ATTACH INSTRUCTIONS (MUST BE ON CLOSING AGENT'S LETTERHEAD WITH PHYSICAL ADDRESS). WIRES ARE NOT RELEASED UNTIL 2:00PM ON THE DAY OF FUNDING.**

The Lender/Broker certifies that the above information is true and correct to the best of its knowledge and understands that its accuracy and the stated requirements are necessary for timely delivery of the loan documentation and settlement proceeds to the Closing Agent and to close the loan on the scheduled closing date.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

# RURAL HOUSING FORMS

## Instructions:

### **Request for Reservation of Funds 1980-86 (10-03)**

Brokers fill out Submitting Lender information and Applicant/Property information. Chase Manhattan Mortgage Corp is the RHS Approved Lender. Fax this form to the Rural Development office that serves the county in which the subject property will be located.

Request for Reservation of Funds are valid for 60 days, during which time the loan must be processed, approved by Chase and then submitted, by Chase, to Rural Development.

### **Request for Single Family Housing Loan Guarantee 1980-21 (1-03)**

Chase is the lender. Do not fill out any lender information. Chase will sign as Lender's Authorized Representative. Please complete borrower information and borrowers must sign page 2 (Certifications).

### **US Department of Agriculture Certification Regarding Debarment AD1048**

Borrowers must sign and date the "Signature(s)" line. All other information may be left blank.

UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL DEVELOPMENT  
RURAL HOUSING SERVICE (RHS)  
GUARANTEED RURAL HOUSING (GRH)

REQUEST FOR RESERVATION OF FUNDS

**LENDER INFORMATION:**

**Submitting Lender Name:** \_\_\_\_\_ **Tax I.D. No.** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Lender Contact Person:** \_\_\_\_\_

**Contact Phone No. ( )** \_\_\_\_\_ **Ext.** \_\_\_\_\_ **Fax No. ( )** \_\_\_\_\_

**RHS Approved Lender** (Complete when *Submitting Lender* (listed above) is not an RHS Approved Lender):

**Name:** \_\_\_\_\_ **Tax I.D. No.** \_\_\_\_\_

**APPLICANT/PROPERTY INFORMATION:**

Reservation Amount Requested: \$ \_\_\_\_\_  Applicant and Co-Applicant are both First Time Homebuyers

Is this a Refinance Loan?  Yes If Yes, Loan being refinanced is a RHS  Guaranteed Loan **OR**  Direct Loan

<b>Applicant Information</b>	<b>Co-Applicant Information</b>
<b>Name:</b> _____	<b>Name:</b> _____
<b>SSN:</b> _____	<b>SSN:</b> _____
<i>OPTIONAL: (Please circle or mark as appropriate)</i>	<i>OPTIONAL: (Please circle or mark as appropriate)</i>
<b>Veteran:</b> Yes No <b>Disabled:</b> Yes No <b>Gender:</b> M F	<b>Veteran:</b> Yes No <b>Disabled:</b> Yes No <b>Gender:</b> M F
<b>Ethnicity:</b> (Check only One Box) <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	<b>Ethnicity:</b> (Check only one Box) <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino
(Check as many boxes as applicable) <b>Race:</b> <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White	(Check as many boxes as applicable) <b>Race:</b> <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White
<b>Marital Status:</b> <input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Unmarried	<b>Marital Status:</b> <input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Unmarried

**Property Address:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_ **County:** \_\_\_\_\_

We are processing an application from the above named person(s), and expect to have a complete package to you within 60 days. Please reserve funds for this loan. We have reviewed the applicants income and credit history and have tentatively determined the applicant(s) has sufficient qualifying income and credit history to proceed with this application.

\_\_\_\_\_  
(Authorized Lender Representative/Official)

**Date:** \_\_\_\_\_

**REQUEST FOR SINGLE FAMILY HOUSING LOAN GUARANTEE**

TO: Rural Development Rural Housing Service	Lender ID No.
	Lender Name
	Lender Contact Person
	Lender Phone Number
	Lender Fax Number

Please issue a Conditional Commitment for Single Family Housing Loan Guarantee in the following case:

Applicant's Name, Address, and County	Social Security No.
	Age
	Telephone Number

1. The applicant  has  does not have a relationship with any current Rural Development employee.
2. The applicant is a (check applicable):  US citizen  qualified alien  U.S. Non-citizen National  
 other (explain)
3. The applicant is a (check applicable):  veteran  first time homebuyer
4. Number of persons in the household: \_\_\_\_\_
5. The applicant's credit report indicates (check one):
 

a. The applicant has no credit history	<input type="checkbox"/>
b. The applicant has no adverse credit history	<input type="checkbox"/>
c. The applicant has experienced adverse credit history but we have determined that it is beyond the applicant's control	<input type="checkbox"/>
d. Other (explain):	<input type="checkbox"/>
6. The current annual income for the household is: \$ \_\_\_\_\_
7. The current adjusted income for the household is: \$ \_\_\_\_\_
8. TOTAL DEBT ratio \_\_\_\_\_ PITI ratio \_\_\_\_\_
9. We propose to loan \$ \_\_\_\_\_ for 30 years at \_\_\_\_\_ % per annum with payments of \$ \_\_\_\_\_ per month.
10. The interest rate is based on the  Fannie Mae  VA rate on \_\_\_\_ / \_\_\_\_ / \_\_\_\_.  
 \_\_\_\_\_ The interest rate is locked in until \_\_\_\_ / \_\_\_\_ / \_\_\_\_.  
 \_\_\_\_\_ The interest rate will float until loan closing.  
 (If this option is checked and the interest rate increases at loan closing, the loan must be re-underwritten and this certification must be updated).
11. The applicant is unable to secure the necessary conventional credit without a Rural Development guarantee upon terms and conditions which the applicant could reasonably be expected to fulfill.
12. The applicant understands that Rural Development approval of the guarantee is required and is subject to the availability of funds.
13. Housing and Urban Development's Credit Alert Interactive Voice Response System (CAIVRS) was checked for outstanding delinquent Federal debts and confirmation No. \_\_\_\_\_ was obtained.
14. Loan funds will be used for the following purpose(s):

Purpose	Amount
	\$ _____
	\$ _____
Total Loan = _____	

*According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0078. The time required to complete this information collection is estimated to average 30 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.*

## Certifications

In order to induce the Agency to issue the requested guarantee, we certify that we have originated and underwritten the loan in compliance with all Agency loan requirements. This form contains or is supplemented with all information required by 7 C.F.R. § 1980.353(c).

\_\_\_\_\_

Date

\_\_\_\_\_

Lender's Authorized Representative Signature

## Applicant(s) Acknowledgments and Certifications

I (We) certify and acknowledge that if the Agency pays a loss claim on the requested loan to the lender, I (We) will reimburse the Agency for that amount. If I (We) do not, the Agency will use all remedies available to it, including those under the Debt Collection Improvement Act, to recover on the Federal debt directly from me (us). The Agency's right to collect is independent of the lender's right to collect under the guaranteed note and will not be affected by any release by the lender of my (our) obligation to repay the loan. Any Agency collection under this paragraph will not be shared with the lender.

I AM (WE ARE) unable to provide the housing I (we) need on my (our) own account, and I am (we are) unable to secure the credit necessary for this purpose from other sources upon terms and conditions which I (we) can reasonably fulfill. I (we) certify that the statements made by me (us) in this application are true, complete and correct to the best of my (our) knowledge and belief and are made in good faith to obtain a loan.

Warning: Section 1001 of Title 18, United States Code provides: "Whoever, in any matter within the jurisdiction of any Department or Agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

\_\_\_\_\_

Borrower

\_\_\_\_\_

Co-Borrower

\_\_\_\_\_

Date

\_\_\_\_\_  
FOR AGENCY ONLY  
\_\_\_\_\_

Check one:  The applicant is eligible

The applicant is not eligible

## NOTICE TO APPLICANT REGARDING PRIVACY ACT INFORMATION

The information requested on this form is authorized to be collected by the Rural Housing Service (RHS), Rural Business Cooperative Services (RBS), or Rural Utilities Service (RUS) ("the agency") by title V of the Housing Act of 1949, as amended (42 U.S.C. 1471 et seq.) or by the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.), or by other laws administered by RHS, RBS or RUS.

Disclosure of information requested is voluntary. However, failure to disclose certain items of information requested, including your Social Security Number or Federal Identification Number, may result in a delay in the processing of an application or its rejection. Information provided may be used outside of the agency for the following purposes:

1. When a record on its face, or in conjunction with other records, indicates a violation or potential violation of law, whether civil, criminal or regulatory in nature, and whether arising by general statute or particular program statute, or by regulation, rule, or order issued pursuant thereto, disclosure may be made to the appropriate agency, whether Federal, foreign, state, local, or tribal, or other public authority responsible for enforcing, investigating or prosecuting such violation or charged with enforcing or implementing the statute, or rule, regulation, or order issued pursuant thereto, if the information disclosed is relevant to any enforcement, regulatory, investigative, or prosecutive responsibility of the receiving entity.
2. A record from this system of records may be disclosed to a Member of Congress or to a Congressional staff member in response to an inquiry of the Congressional office made at the written request of the constituent about whom the record is maintained.
3. Rural Development will provide information from this system to the U.S. Department of Treasury and to other Federal agencies maintaining debt servicing centers, in connection with overdue debts, in order to participate in the Treasury Offset Program as required by the Debt Collection Improvement Act, Pub. L. 104-134, Section 31001.
4. Disclosure of the name, home address, and information concerning default on loan repayment when the default involves a security interest in tribal allotted or trust land. Pursuant to the Cranston-Gonzales National Affordable Housing Act of 1990 (42 U.S.C. 12701 et seq.), liquidation may be pursued only after offering to transfer the account to an eligible tribal member, the tribe, or the Indian Housing Authority serving the tribe(s).
5. Referral of names, home addresses, social security numbers, and financial information to a collection or servicing contractor, financial institution, or a local, State, or Federal agency, when Rural Development determines such referral is appropriate for servicing or collecting the borrower's account or has provided for in contracts with servicing or collection agencies.
6. It shall be a routine use of the records in this system of records to disclose them in a proceeding before a court or adjudicative body, when: (a) the agency or any component thereof; or (b) any employee of Rural Development in his or her official capacity, or (c) any employee of the agency in his or her individual capacity where the agency has agreed to represent the employee; or (d) the United States is a party to litigation or has an interest in such litigation, and by careful review, the agency determines that the records are both relevant and necessary to the litigation, provided; however, that in each case, the agency determines that disclosure of the records is a use of the information contained in the records that is compatible with the purpose for which the agency collected the records.
7. Referral of name, home address, and financial information for selected borrowers to financial consultants, advisors, lending institutions, packagers, agents, and private or commercial credit sources, when Rural Development determines such referral is appropriate to encourage the borrower to refinance their RHS indebtedness as required by title V of the Housing Act of 1949, as amended (42 U.S.C. 1471) or to assist the borrower on the sale of the property.
8. Referral of legally enforceable debts to the Department of the Treasury, Internal Revenue Service (IRS), to be offset against any tax refund that may become due the debtor for the tax year in which the referral is made, in accordance with the IRS regulations and under the authority contained in 31 U.S.C. 3720A.
9. Referral of information regarding indebtedness to the Defense Manpower Data Center, Department of Defense, and the United States Postal Service for the purpose of conducting computer matching programs to identify and locate individuals receiving Federal salary or benefit payments and who are delinquent in their repayment of debts owed to the U.S. Government under certain programs administered by the agency in order to collect debt under the provisions of the Debt Collection Act of 1982 (5 U.S.C. 5514) by voluntary repayment, administrative or salary offset procedures, or by collection agencies.
10. Referral of names, home addresses, and financial information to lending institutions when Rural Development determines the individual may be financially capable of qualifying for credit with or without a guarantee.
11. Disclosure of names, home addresses, social security numbers, and financial information to lending institutions that have a lien against the same property as the agency for the purpose of the collection of the debt by Rural Development or the other lender. These loans can be under the direct and guaranteed loan programs.
12. Referral to private attorneys under contract with either Rural Development or with the Department of Justice for the purpose of foreclosure and possession actions and collection of past due accounts in connection with Rural Development.
13. It shall be a routine use of the records in this system of records to disclose them to the Department of Justice when: (a) The agency or any component thereof; or (b) any employee of the agency in his or her official capacity where the Department of Justice has agreed to represent the employee; or (c) the United States Government, is a party to litigation or has an interest in such litigation, and by careful review, the agency determines that the records are both relevant and necessary to the litigation and the use of such records by the Department of Justice is therefore deemed by the agency to be for a purpose that is compatible with the purpose for which the agency collected the records.
14. Referral of names, home addresses, social security numbers, and financial information to the Department of Housing and Urban Development (HUD) as a record of location utilized by Federal agencies for an automatic credit prescreening system.
15. Referral of names, home addresses, social security numbers, and financial information to the Department of Labor, state wage information collection agencies, and other Federal, state, and local agencies, as well as those responsible for verifying information furnished to qualify for Federal benefits, to conduct wage and benefit matching through manual or automated means, for the purpose of determining compliance with Federal regulations and appropriate servicing actions against those not entitled to program benefits, including possible recovery of improper benefits.

16. Referral of names, home addresses, and financial information to financial consultants, advisors, or underwriters, when Rural Development determines such referral is appropriate for developing packaging and marketing strategies involving the sale of Rural Development loan assets.
17. Rural Development, in accordance with 31 U.S.C. 3711(e)(5), will provide to consumer reporting agencies or commercial reporting agencies information from this system indicating that an individual is responsible for a claim that is current.
18. Referral of names, home and work addresses, home telephone numbers, social security numbers, and financial information to escrow agents (which also could include attorneys and title companies) selected by the applicant or borrower for the purpose of closing the loan.

# U.S. DEPARTMENT OF AGRICULTURE

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## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

### (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Organization Name

PR/Award Number or Project Name

---

Name(s) and Title(s) of Authorized Representative(s)

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Signature(s)

Date



# RURAL DREAMAKER OPPORTUNITY

## **Instructions:**

### **Homebuyer Education**

Used with Rural Dreamaker Opportunity program. No exceptions. Must be submitted to clear file from underwriting.

### **Undocumented Income Products Work Summary**

Used with Rural Dreamaker Opportunity and CRA for Income Advantage program.

### **Residual Income and Savings Analysis Form**

Used with Rural Dreamaker Opportunity and CRA for Income Advantage program.

# CHASE RURAL HOUSING

Thank you for registering a Rural DreaMaker Opportunity loan with Chase Rural Housing.

**Rural DreaMaker Opportunity requires your borrowers to complete pre-purchase housing counseling by telephone, prior to underwriting submission.**

This counseling is offered by special arrangement with PMI Mortgage Insurance Company and Consumer Credit Counseling Services. Borrowers must read Keys to Home Ownership prior to scheduling the telephone counseling.

Copies of Keys to Home Ownership may be ordered, over the internet, from PMI Mortgage Insurance, at the following address:

[http://www.pmigroup.com/emerging\\_markets/emreq.html](http://www.pmigroup.com/emerging_markets/emreq.html)

Borrower instructions for completing pre-purchase counseling are included with this fax. Applicant and co-applicant borrowers must complete the pre-purchase counseling by telephone. All first time home buyers and previous home owners must complete pre-purchase counseling.

Once pre-purchase counseling is completed, a home buyer education certificate will be mailed and faxed to your company at the address and fax number you provide in section 4 of the attached Borrower Instructions. This certificate must be included in your file, when submitting to Chase Rural Housing underwriting.

If you have any questions, please contact your Chase Rural Housing Account Executive.



THE RIGHT RELATIONSHIP IS EVERYTHING.®

## Borrower Instructions to Complete Pre-Purchase Housing Counseling by Telephone

Prepurchase Housing Counseling is intended to take the confusion and uncertainty out of the home-buying process. Whatever your concerns about buying a home for the first time (or the second time) reading the material and discussing it with a professional should help you feel more confident as you undertake what will probably be the largest purchase of your lifetime. In fact, by the time you complete the material, you will probably know more about the home-buying process, and the financial planning that goes with it, than many current homeowners. Best wishes on your road to Homeownership!

### Tips for Success:

- ⇒ Call the 800#. The **APPOINTMENT DESK** will schedule your appointment. The appointment will usually be within 48 hours.
- ⇒ Read Keys To Home Ownership before the appointment & be prepared to answer questions about it.
- ⇒ Expect your telephone call **PROMPTLY** at the time you requested.
- ⇒ Plan to spend 20 –30 minutes uninterrupted time during your counseling session.

For a timely completion of your Prepurchase Housing Counseling, follow the steps listed below:

**Step 1** Read Keys To Home Ownership by National Foundation For Credit Counseling (129 pages) and complete worksheets.

**Step 2** Call the Housing Education Program at 800-632-ROOF (800-632-7663) between 6:30 a.m. – 5:00 p.m. Pacific Time. The **APPOINTMENT DESK** will answer and schedule your appointment. The appointment is usually within 48 hours. **If the representative does not answer, your call will go to a voicemail box. Follow the voicemail instructions and leave your name, area code, phone number so the APPOINTMENT DESK can return your call to schedule your appointment. THE VOICEMAIL BOX IS EMPTIED REGULARLY.**

**Step 3** Once you have scheduled your appointment, be prepared to receive a phone call **PROMPTLY** at the time you requested from a Housing Specialist. You will be asked a series of questions\* during your counseling session.

**Step 4** Upon successfully completing the 20-30 minute session please give the representative the following information:

Tel \_\_\_\_\_ Fax \_\_\_\_\_

**Step 5** “Certificate of Completion” is faxed and mailed to \_\_\_\_\_ within 24 hours.

\*The telephone session is 20-30 minutes and should be uninterrupted time. In preparation for the session you must read Fannie Mae’s Keys To Home Ownership (129 pages) and complete the worksheets in the back of the book. Be prepared to discuss material from the workbook with a Housing Specialist. Some topics that may be discussed in your interview are: ***the terms and conditions of your mortgage; various insurance coverage’s related to your house; household budgeting; financial benefits of homeownership.***

You are not expected to be an expert in real estate. However you should be able to discuss the material from the Guide. This is also your opportunity to ask the Housing Specialist any specific questions or concerns that you may have. In the event that you cannot discuss basic information related to your transaction or the Guide, the Housing Specialist will refer you back to your mortgage broker so that they can assist you with the material. Once the material has been re-read with the assistance of your mortgage broker then you will call back to the Housing Education Program to schedule another 20-30 minute interview. **THIS MAY CAUSE A DELAY IN YOUR TRANSACTION.**

# Undocumented Income Products Work Summary

Use this form for each borrower who earns additional "side job" income

BORROWER \_\_\_\_\_  
PROPERTY \_\_\_\_\_

The captioned borrower, by signing the application, has certified to the following:

1. "Side Job" \_\_\_\_\_
2. Income from "side job" \_\_\_\_\_
3. Approximate hours worked per week    month    (circle one) \_\_\_\_\_
4. How long have you been doing this work? \_\_\_\_\_  
(Must have history of minimum of 12 months to be eligible.)
5. Do you expect to continue this work? \_\_\_\_\_
6. What is your primary job? \_\_\_\_\_
7. Explain how the side job and primary job relate to each other, if unrelated fields.
8. If side job is more than 30 hours per week and you also work a full time job, explain how you manage the additional hours per week.
9. Are additional tools or facilities required to manage the side job? \_\_\_\_\_ If so, will you continue to have access to those tools or facilities? \_\_\_\_\_ If so, are expenses related to the tools or facilities?
10. Are special skills needed for the side job, if it is unrelated to the primary job? \_\_\_\_\_ If so, have you acquired those skills? \_\_\_\_\_ If not, will you incur expenses for obtaining those skills? \_\_\_\_\_ Explain how you will acquire those skills.

\_\_\_\_\_  
Underwriter                      (circle one) Acceptable    Not Acceptable                      \_\_\_\_\_  
Date

3/2002

## Residual Income and Savings Analysis Form

~ USE AND INSTRUCTION PAGE ~

### Use

This form was specifically designed to use with Dreamaker Products or Programs for borrowers who traditionally do not use depository institutions for financial transactions, and where it is difficult to document and verify down payment funds. The form may also be used to support compensating factors or to document the loan approval if the qualifying ratios exceed our guidelines or the borrower will be subject to a large increase in housing expense. The acceptability of cash saved at home is always an exception, but may be considered on a case-by-case basis. Exceptions may be granted at the underwriter level and must be listed on the Loan Approval document or in a memo to the file; however, it will not be necessary for the underwriter to report the exception on the monthly exception log

### Instructions

Cash saved at home or received from unverifiable sources may be considered on an exception basis, provided all the following circumstances detailed below exist:

- The *Residual Income and Savings Analysis Form (reverse side)* must be completed to demonstrate the borrower's ability to save the funds in question. It must be signed by the borrower(s). (*The borrower may need loan officer / broker assistance to complete this form*).
- Borrower customarily uses cash for expenses and that use is consistent with the borrower's past history and financial status. The credit report and other verifications must reflect limited use of credit and financial institutions. Income stability and an excellent credit history (although limited) should be present.
- An in-file credit report must be obtained just prior to closing as verification the borrower did not fail to disclose or has not applied for any new loans.
- Borrower will provide a written statement disclosing the source of the funds and state that the funds have not been borrowed.

**RESIDUAL INCOME AND SAVINGS ANALYSIS**

INCLUDE INCOME AND EXPENSES FOR ALL APPLICANTS

**NAMES:** \_\_\_\_\_

**PROPERTY** \_\_\_\_\_

Net Income from Pay Check(s) per Month \_\_\_\_\_

1. Other verified income not included on Pay Check (bonus, overtime, commissions, incentive, alimony, child support, separate maintenance, Social security, disability, food stamps, car/housing allowance, etc.) \_\_\_\_\_

2. **Other income** not verified (eligible for qualifying only on specific products) \_\_\_\_\_

**Source** \_\_\_\_\_

Total Incomes \_\_\_\_\_

Monthly Expenses:

**Rent / Mortgage (PITI)** \_\_\_\_\_

**Utilities (lights, gas, oil, water, cable, telephone, garbage collection, etc.)** \_\_\_\_\_

**Revolving / Credit Card Debt** \_\_\_\_\_

**Installment Loans (car, student loans, etc)** \_\_\_\_\_

**Child Care Expense** \_\_\_\_\_

**Alimony / Child Support payments** \_\_\_\_\_

**Insurances (not payroll deducted** \_\_\_\_\_

**Negative Rental Income** \_\_\_\_\_

**Other Expense** \_\_\_\_\_

**Family Support Allowance (per table below) #** \_\_\_\_\_

Total Monthly Expenses (subtract from Total Income) \_\_\_\_\_

Residual Income Available for Savings per Month \_\_\_\_\_

(Net Income less Total Monthly Expenses)

Family Support Allowance Table

(Food, Health Care, Gasoline, Clothing)

Size	Allowance	Size	Allowance	Size	Allowance	Size	Allowance
1 person	\$304	2 people	\$440	3 people	\$500	4 people	\$590
5 people	\$620	6 people	\$690	7 people	\$760	8 people	\$850

*\* These family expenses are guidelines only. If the borrower can provide an established historical budget evidencing his/her family expenses are less than the monthly allowance in the above table, the actual expense may be used.*

Revised 10-15-02

# GRH Property Adequacy and Construction Forms

## **Instructions:**

The forms below only need to be completed when applicable and only for Guaranteed Rural Housing loans.

## **HUD VC Sheet**

Not included. This form can be obtained and completed by an appraiser on the HUD roster. The VC sheet is used to insure that house meets HUD and GRH property adequacy standards.

## **Thermal Certification**

An appraiser, home inspector or other qualified inspector must certify the thermal adequacy of all existing homes.

## **1 Year Builder Warranty**

Used for new construction only. This form is completed by the builder and signed by the borrower. A 10 year warranty provided by a USDA-RD approved third party home warranty company may be used in place of this form.

## **Compliance Statement**

Used for new construction, only, and when there is a construction contract between builder and buyer. This form is signed by the builder.

## **Equal Opportunity Agreement**

Used for new construction, only, and when there is a construction contract between builder and buyer. This form is signed by the buyer and builder.

## **Plan Certification**

Used for new construction, only, and when a municipal or county building code department did regulate construction of the subject property. This form is used to certify that a house was built to the current and locally applicable ICC Model Energy Code. This form must be signed and stamped by an architect or engineer.





## BUILDER'S WARRANTY

Names and Address of Purchasers or Owners

Property

For good and valuable consideration, the undersigned Warrantor hereby warrants to the Purchasers or Owners identified above and to the successors or transferees, all of whom are hereinafter referred to as Owners that:

The building, including appurtenances located on the property identified above, is constructed or improved in substantial conformity with the drawings and specifications which have been accepted in writing by the respective USDA Agency. This warranty applies to all workmanship, materials, and the installation of equipment (including, but not limited to, the heating system, water heater, ranges and refrigerator).

The Owners shall give written notice to the Warrantor promptly after the discovery of any defective condition. Such written notice must be given to the Warrantor during the period of warranty. The period of warranty shall be (a) in the case of new construction or rehabilitation, one year from the date of initial occupancy of the completed or rehabilitated building, or (b) in the case of improvements made to an existing building owned by the Owners prior to the improvements being made, one year from the date of the completion of the work.

It is agreed and understood that this warranty shall apply only to those defective conditions of which the Warrantor has been given written notice during the period of warranty.

Warrantor further agrees that warrantor will take any necessary actions to correct such defective conditions within \_\_\_\_\_ days of receipt of written notice. If such action is not taken within \_\_\_\_\_ days, the Owners may, at their option, contract with another party for the correction of the defects. Warrantor agrees to pay any expenses incurred by the Owners to correct defects covered by this warranty.

This warranty shall be in addition to, and in no way reduce, all other rights and privileges which such Owners may have under any other law or instrument, and shall be binding on the Warrantor notwithstanding any provision to the contrary contained in the contract of purchase or any other instrument executed by the Owners.

This warranty is executed, in part, for the purpose of inducing the United States Department of Agriculture, (USDA) to make, insure, or guarantee a loan on the Property.

If this warranty is signed by anyone other than the Warrantor, the person signing for the Warrantor represents and certifies that the person is authorized to execute same by the Warrantor and by the person's signature the Warrantor is bound under the terms and conditions of this warranty

- NOTES:
- A. The warrantor must complete all three copies except dates, meet with owner to agree on notification period, sign and give to the Owner with the final request for payment.  
Owner must meet with Warrantor to agree on warranty notification period and to date and sign the warranty, owner must retain original, and forward one copy to contractor, and one to the respective USDA Agency with the final request for payment.
  - B. This warranty shall be required in all cases involving new construction or rehabilitation of buildings including those built under contract, those built for sale without the respective USDA Agency's required construction inspections and those under conditional commitment procedures.

### WARNING

Section 1001 of Title 18, United States Code provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully . . . makes any false, fictitious or fraudulent statements or representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$250,000 or imprisoned not more than five years, or both."

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0042. The time required to complete this information collection is estimated to average 15 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.

In addition to the preceding warranty, the following items are covered by a company warranty or guarantee as follows:

Item	Serial & Model No.	Name and Address of Company	No. Yrs. or Mos. of Warranty
Heating System			
Kitchen Range			
Water Heater			
Refrigerator			
Manufactured Home			
Other			
Other			

**NOTICE TO OWNERS: ANY NOTICE OF DEFECTIVE WORKMANSHIP, MATERIALS OR NONCONFORMITY MUST BE DELIVERED TO THE WARRANTOR NO LATER THAN**

\_\_\_\_\_ .

(Warrantor shall insert date one (1) year from initial occupancy, date of conveyance of title or date of completion, whichever is applicable.) All plastic pipe used in this job will carry a 5-year warranty from the date shown by the Warrantor above.

We have furnished the above company warranties or guarantees to the Owners for their use. If this warranty covers a manufactured home, we certify that the manufactured home property substantially complies with the plans and specifications and the manufactured home sustained no hidden damage during transportation and, if manufactured in separate sections, that the sections were properly joined and sealed according to the manufacturer's specifications.

The Warrantor has signed this warranty this \_\_\_\_\_ day of \_\_\_\_\_ , \_\_\_\_\_ .

\_\_\_\_\_ .

\_\_\_\_\_  
(Warrantor's Address)

\_\_\_\_\_  
Warrantor (Signature & Title)

Receipt of this warranty is acknowledged this \_\_\_\_\_ day of \_\_\_\_\_ , \_\_\_\_\_ .

\_\_\_\_\_  
\_\_\_\_\_  
Owner(s)

## COMPLIANCE STATEMENT

This statement relates to a proposed contract with \_\_\_\_\_

\_\_\_\_\_  
(Name of borrower or grantee)

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor, I represent that:

1. I  have,  have not, participated in a previous contract or subcontract subject to Executive 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, I  have,  have not, filed all compliance reports that have been required to file in connection with the contract or subcontract.

If the proposed contract is for \$50,000 or more and I have 50 or more employees, I also represent that:

3. I  have,  have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract, I  have,  have not developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications for proposed subcontractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): (See Reverse).

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 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.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR  
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE \_\_\_\_\_

\_\_\_\_\_  
*(Signature of Bidder or Prospective Contractor)*

\_\_\_\_\_  
*Address (including Zip Code)*

**EQUAL OPPORTUNITY AGREEMENT**

This agreement, dated \_\_\_\_\_ between \_\_\_\_\_

(herein called "Recipient" whether one or more) and United States Department of Agriculture (USDA), pursuant to the rules and regulations of the Secretary of Labor (herein called the 'Secretary') issued under the authority of Executive Order 11246 as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000 - unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of all rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the USDA Civil Rights Office, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.
- (g) The contractor will include the provisions of paragraph 1 and paragraph (a) through (f) in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 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.*

2. To be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

3. To notify all prospective contractors to file the required 'Compliance Statement', Form RD 400-6, with their bids.

4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.

5. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary, that it will furnish USDA and the Secretary such information such as, but not limited to, Form AD 560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as they may require for the supervision of such compliance, and that it will otherwise assist USDA in the discharge of USDA's primary responsibility for securing compliance.

6. To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by USDA or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order.

7. That if the recipient fails or refuses to comply with these undertakings, the USDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such organization; and refer the case to the Department of Justice for appropriate legal proceedings.

Signed by the Recipient on the date first written above.

\_\_\_\_\_  
Recipient

\_\_\_\_\_  
Recipient

(CORPORATE SEAL)

\_\_\_\_\_  
Name of Corporate Recipient

Attest:

By \_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

U.S. DEPARTMENT OF AGRICULTURE  
RURAL DEVELOPMENT  
FARM SERVICE AGENCY  
**PLAN CERTIFICATION**

(Property Name/Applicants Name and Case Number)	
(Property Address)	(City)
(County)	(State)

BUILDING TYPE:  Single Family  Multi-Family  
PLANS:  Original  Modifications

I, \_\_\_\_\_ being a \_\_\_\_\_  
*(type or print)* *(licensed architect, engineer, or authorized building official, etc.)*  
in the State of \_\_\_\_\_, hereby certify that I have reviewed:

the plans and specifications dated \_\_\_\_\_ prepared by \_\_\_\_\_  
*(name of firm or individual)*  
for the above property

the thermal performance plans, specifications and calculations dated \_\_\_\_\_  
prepared by \_\_\_\_\_ for the above property  
*(name of firm or individual)*

the seismic design (plans and specifications) dated \_\_\_\_\_ prepared by \_\_\_\_\_  
\_\_\_\_\_ for the above property  
*(name of firm or individual)*

modifications listed below, that have been clearly indicated on the drawings and specifications  
dated \_\_\_\_\_ prepared by \_\_\_\_\_ and certified by \_\_\_\_\_  
*(name of firm or individual)* and related to the above property.  
*(name of firm or individual)*

MODIFICATIONS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Based upon this review, to the best of my/our knowledge, information, and belief, these documents comply with the:

\_\_\_\_\_ and  
(name and edition of the applicable development standard)

\_\_\_\_\_  
(name and edition of the applicable energy standards/requirements  
in accordance with RD Instruction 1924-A, Exhibit D)

designated as the applicable Rural Development or Farm Service Agency development standards for this project.

I understand the purpose of this certification is to induce United States Government to finance the construction of the above project and plan. I further understand that false certification constitutes a violation of 18 U.S.C. Section 1001 punishable by fine and/or imprisonment and, in addition, may result in debarment from participating in future government programs.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Type or print name)

\_\_\_\_\_  
(Professional Registration No.)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Expiration Date if applicable)

\_\_\_\_\_  
(Area Code + Telephone Number)