



Please use whole dollar amounts only, no cents, round down when placing your bid. Electronic bidding does not accept cents. The Sales Contract must match the Electronic Bid.

Step-by-Step Instructions for Completing the Sales Contract

• **HUD CASE NUMBER** - Type or print the corresponding case number from the property list in the box on the right. The FHA Case Number is a 9 digit number, example: 141-123456.

• **Line 1** - After the words I/we - type or print legibly ALL purchasers' names. Type or print the complete property address including unit numbers, city, county, state and zip code.

• **Line 2** - Type or print how the purchasers want to take title (i.e, John & Sherry Doe, husband and wife joint tenants; or Sherry Doe, single woman; or "Vesting". Please note that all of the purchaser's names listed on lines 1 & 13 must be included on line 2. Because this line is not very long, use appropriate sized writing. Be sure to write the names exactly as your buyer's wishes them to appear. **DO NOT LEAVE THIS LINE BLANK AT ANY TIME.**

• **Line 3** - First, type or print the bid price. The amount must match the amount submitted on the electronic bid (use whole dollars, no cents, round down).

Second, type or print the amount of earnest money. Earnest money must be in the form of certified funds (cashier's check, money order or bank certified check) and must be made payable to "HUD".

Minimum earnest money deposit:

- \$500 when the purchase price is \$50,000 and under.
- \$1,000 when the purchase price is over \$50,000.
- For vacant lots, the earnest money is 50% of the purchase price.

Third, type or print the name of the broker who will be holding the earnest money. Note: Upon receipt of the Seller's acceptance letter, the buyer's broker is instructed to proceed and deliver all copies of the sales contracts and addendums along with the earnest money deposit to Escrow within 3 days from the date of the letter. Also, forward a copy of the completed sales contract and addendums to your lender for their files.

• **Line 4** - Financing type. Indicate what method of financing/payment the purchaser is using. The two options are either FHA or Conventional Financing. Conventional financing is considered as any other form of financing not involving FHA (Cash, Conventional, VA, etc.).

Mark the box if the purchaser is using FHA financing.

Mark the box if the purchaser is using FHA financing and 203(b) if the property is listed **INSURED**.

Mark the box if the purchaser is using 203(b) Repair Escrow if the property is listed **INSURED with REPAIR ESCROW**.

Mark the box if the purchaser is using 203(k) with a cash down payment if the property is listed UNINSURED and FHA 203(k) financing will be used (repairs involving \$5,000 or more in cost. The D. E. Underwriter will determine the qualification).

If using any other form of financing not involving FHA, including all cash, mark the Conventional Box and leave all other areas in Line 4 blank. The down payment and terms will be determined by the D. E. Underwriter.

The D. E. Underwriter will determine the amount of the cash down payment and also the mortgage amount and the number of months, so you will need to type or print "TBD" (to be determined) on the blank spaces provided for down payment, mortgage amount, number of months. The repair escrow box must be marked indicating that the mortgage involves a repair escrow.

Important Note: If the purchaser bid more than the appraised value, the amount greater than the appraised value will be included in the down payment in addition to the normal down payment amount. On 203(b) with repair escrow: The down payment on Line 4 will be calculated as 3% of the sales price or the "As Is" appraised value, whichever is less, plus the amount of any overbid (if applicable).

If you are unsure of FHA's maximum loan amounts, go to <https://entp.hud.gov/cgi-bin/websql/idapp/html/hicostlook.hts> or ask your lender.

Mark the box if the mortgage involves repair escrow (if the property was listed **INSURED with REPAIR ESCROW**). Type or print the amount of repair escrow money (get the amount from the Listing). (If the purchaser is applying for FHA financing he/she must take the full amount. If the purchaser is paying cash or going conventional, escrow repair funds do not apply).

- **Line 5** - Type or print the amount of the purchaser's closing costs (HUD will pay up to 3% of the bid amount from Line 3 of the contract). Please refer to the Forfeiture and Extension Addendum for a list of HUD's allowable closing costs.

- **Line 6a** - Type or print an amount which can be up to 5% of the bid amount from line 3 of the contract, for the broker's commission (use whole dollars, no cents, round down).

- **Line 6b** - No longer applies and should be left blank.

- **Line 7** - Net to HUD. Subtract lines 5 and 6a from line 3 and type or print the amount on the

blank line. Remember, the highest acceptable net to HUD within HUD's guidelines will be the accepted bid (use whole dollars, no cents, round down).

- **Line 8** - Mark the appropriate box.
- **Line 9** - Type or print 45 in the blank. Properties may close in less than 45 days but 45 days MUST be written on the contract. If closing does not occur by 45 days then extension fees will apply.
- **Line 10** - All electronic bids are automatically placed in back-up positions, if received on the same day (up to four places).
- **Line 11** - Lead Based Paint Addendum (case-specific) must be attached to the bid if the home was built prior to 1978. The lead based paint addendum for the property being purchased can be found on the Listing Details section of this website if the home was built prior to 1978.
- **Line 12 - HAVE ALL PURCHASERS INITIAL HERE.** All purchasers listed on Line 1 of the contract must place their initials on the blank line.
- **Line 13 - Purchaser Information. Please ensure that all information is written in the correct boxes.**

Buyer Signature Blocks - Must be Signed in BLUE INK!

Type or print all purchaser(s) name and have them sign below their name.

Type or print a current address for the purchaser(s).

Type or print the social security number of each purchaser.

Type or print a current phone number for the purchaser.

Date the contract the day the Purchaser signs the contract.

Broker Signature Blocks - Must be Signed in BLUE INK!

Type or print the Broker's company name and address.

Type or print the Broker's Social Security Number or Tax ID number.

Type or print the Brokers current SAMS NAID number

(if the broker does not have a NAID number he/she is not allowed to bid).

The Broker must sign the contract. Agents cannot sign the contract but may sign all other addendums.

The purchaser must sign the addendums where indicated.

Type or print the Broker's phone number.

Type or print the Sales Agent's name and phone number.

List of Addendums

Please refer to the Electronic Bidding Procedures & Instructions for a list of addendums that must accompany the Sales Contract.



HUD Sales Contract Checklist (All signatures must be in **blue ink**)

- HUD 9548 Sales Contract
- Electronic Filing of HUD-9548 Contract Addendum
- Owner Occupant Certification (Required for Owner Occupant bidders)
- Selling Broker Commission Addendum
- For Your Protection: Get a Home Inspection
- Lead Based Paint Addendum (if built prior to 1978)
- Purchaser's Rights and Responsibilities Addendum
- Forfeiture of Earnest Money Policy
- Closing Date Extension Policy
- Radon Gas and Mold Notice and Release Agreement
- Amendment to Contract of Sale – Flood Insurance
- Original Earnest Money check (certified funds, cashier's check or money order) made out to the Department of Housing and Urban Development or HUD. Earnest money requirements are \$500 for sales price up to \$50,000 or \$1000 for sales price of \$50,001 or higher. Earnest money on vacant lot is to be equal to 50% of the purchase price.

GNND Contracts (All items below are in addition to the items in the Sales Contract Checklist)

- HUD 9549-A
- HUD 9549-B
- HUD 9549-C
- HUD 9549-E

Non Profit/Government Contracts (All items below are in addition to the items in the Sales Contract Checklist)

- Land Use Restriction Addendum (LURA)
- \$1 Home Sales – Local Government Program Addendum

For any questions please contact us at:
615-885-6899 or 866-971-2214 (Toll Free)

Instructions for Sales Contract

Property Disposition Program

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

OMB Approval No. 2502-0306 (exp. 7/31/2010)

Public reporting burden for this collection of information 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. 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 Property Disposition Sales Program (24 CFR Part 291). The collection of information is required in order to provide a binding contract between the property purchaser and HUD. A real estate broker or one of its agents completes this form. 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. While no assurances of confidentiality are pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information request.

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, 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.

This **Sales Contract**, identified as form HUD-9548, must be prepared and transmitted in accordance with the following instructions. The form provides an original for fiscal and legal review, signed copy for the Purchaser, and unsigned information copies for the Purchaser, the selling Broker, and HUD's designated representative..

Remove this Instruction Sheet and type the HUD Case Number in the box in the upper right.

Item 1: Type Purchaser(s) name and complete property address.

Item 2: Enter name(s) and style in which title will be taken.

Item 3: Enter Bid Amount and amount of earnest money Purchaser has deposited.

Enter holder of earnest money deposit in accordance with Seller's instructions.

Item 4: Enter when appropriate, strictly in compliance with Seller's offering. If Seller has offered the property with insured financing available, and Purchaser is buying under such means, check the first block and the applicable type of insured financing, and complete the down payment and mortgage information. If the insured mortgage involves a repair escrow (and has been so offered by Seller), also check the appropriate block and insert the amount of the repair escrow.

Note: The amounts shown for "cash due at closing" and "balance by mortgage" do not include the FHA Mortgage Insurance Premium, prepaid expenses or closing costs Seller has agreed to fund into the mortgage.

Note: If Purchaser is paying cash or applying for conventional or other financing not involving FHA, check appropriate block.

Item 5: Enter amount of financing/closing costs Seller is expected to pay.

Note: If the amount stated in Item 5 exceeds actual and typical allowable financing and/or closing costs, such excess shall not be paid by Seller and may not be used by Purchaser to reduce amount(s) owing to Seller.

Item 6: Enter dollar amount Seller is expected to pay, including any selling bonus if offered by Seller. The commission will be paid by Seller upon completion of closing.

Item 7: Enter net amount due Seller (purchase price [Item 3], less Items 5 and 6). Contract will be awarded on the basis of the greatest acceptable net return to Seller.

Item 8: Enter appropriate occupancy information. If left blank, Purchaser will be considered as an investor. If purchaser qualifies for discount, enter percent. Discount will be reduced by amounts, if any, on Line Items 5 and 6. (Do not enter discounted price on contract.)

Item 9: Enter in accordance with HUD's instructions.

Item 10: Enter appropriate back-up offer information.

Item 11: Enter if an addendum is to be attached to and made a part of this contract.

Note: Addendum not previously approved by Seller may not be made a part of this Contract. Approved addendum must be signed by, and in the same style as, those signing as Purchaser(s).

Item 12: Purchaser(s) must initial in appropriate space.

Other:

- Failure of the Purchaser to perform in accordance with this contract may cause the Seller to retain all or a portion of the earnest money deposit. Broker must be certain this is fully explained to and understood by the Purchaser(s).**
- Enter Selling Broker's Name and Address Identifier (NAID). If broker has not been issued a SAMS NAID, complete forms SAMS-1111, Payee Name and Address, and SAMS-1111-A, Selling Broker Certification, along with required documentation, and attach to this contract. Contact HUD's local designated representative.**
- The Broker is required to inform Purchaser of the Conditions of Sale on the reverse of the Sales Contract, and particularly of Purchaser's right and responsibility for satisfying itself as to the full condition of the property prior to submitting an offer to purchase and that Seller will provide no warranty or perform any repairs after acceptance of the Contract.**

Signatures: Sign Original, leaving carbon inserts intact, making certain that the signature(s) appears on all copies.

Transmittal: Forward the Original with Copies 1 and 2 to HUD's designated representative. Copies 3 and 4 are to be retained by Broker and Purchaser as information copies. Upon acceptance, HUD's designated representative will return the signed Copy 1 to Broker for delivery to Purchaser(s). HUD's designated representative will retain Copy 2.

Sales Contract
Property Disposition Program

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

HUD Case No. _____

1. I (We), _____
(Purchaser(s)) agree to purchase on the terms set forth herein, the following property, as more particularly described in the deed conveying the property to the Secretary of Housing and Urban Development:

(street number, street name, unit number, if applicable, city, county, State)

2. The Secretary of Housing and Urban Development (Seller) agrees to sell the property at the price and terms set forth herein, and to prepare a deed containing a covenant which warrants against the acts of the Seller and all claiming by, through or under him. Title will be taken in the following name(s) and style: _____

3. The agreed purchase price of the property is _____ > **3.** \$ _____
Purchaser has paid \$ _____ as earnest money to be applied on the purchase price, and agrees to pay the balance of the purchase price, plus or minus prorations, at the time of closing, in cash to Seller. The earnest money deposit shall be held by _____.

4. Purchaser is applying for FHA insured financing [203(b), 203(b) repair escrow, 203(k)] with a cash down payment of \$ _____ due at closing and the balance secured by a mortgage in the amount of \$ _____ for _____ months (does not include FHA Mortgage Insurance Premium, prepaid expenses or closing costs Seller has agreed to fund into mortgage.).

Said mortgage involves a repair escrow amounting to \$ _____.

Purchaser is paying cash or applying for conventional or other financing not involving FHA.

5. Seller will pay reasonable and customary costs, but not more than actual costs, nor more than paid by a typical Seller in the area, of obtaining financing and/or closing (excluding broker's commission) in an amount not to exceed > **5.** \$ _____

6a. Upon sales closing, Seller agrees to pay to the broker identified below a commission (including selling bonus, if offered by seller) of > **6a.** \$ _____

6b. If broker identified below is not the broad listing broker, broad listing broker will receive a commission of: > **6b.** \$ _____

7. The net amount due Seller is (Purchase price [Item 3] less Items 5 and 6) > **7.** \$ _____

8. Purchaser is: owner-occupant (will occupy this property as primary residence) investor
 nonprofit organization public housing agency other government agency. Discount at closing: _____ %

Discount will reduced by amounts, if any, listed on Line Items 5 and 6.

9. Time is of the essence as to closing. The sale shall close not later than _____ days from Seller's acceptance of contract. Closing shall be held at the office of Seller's designated closing agent or _____.

10. If Seller does not accept this offer, Seller may may not hold such offer as a back-up to accepted offer.

11. Lead based paint addendum is is not attached; Other addendum is is not attached hereto and made part of this contract.

12. **Should Purchaser refuse or otherwise fail to perform in accordance with this contract, including the time limitation, Seller may, at Seller's sole option, retain all or a portion of the deposit as liquidated damages. The Seller reserves the right to apply the earnest money, or any portion thereof, to any sums which may be owed by the Purchaser to the Seller for rent.** Purchaser(s) Initials: _____ Seller's Initials: _____

13. This contract is subject to the Conditions of Sale on the reverse hereof, which are incorporated herein and made part of this contract.

Certification of Purchaser: The undersigned certifies that in affixing his/her/its signature to this contract he/she/it understands:

(1) all the contents thereof (including the Conditions of Sale) and is in agreement therewith without protest; (2) he/she/it is responsible for satisfying itself as to the full condition of the property; and (3) that Seller will not perform repairs after acceptance of this contract.

Purchaser(s): (type or print names & sign)

Purchaser(s) Address:

Purchaser(s) Social Security Number (SSN) or Employer Identification Number (EIN) (include hyphens) Phone No:

Date Purchaser(s) Signed Contract:

Seller: Secretary of Housing and Urban Development By: (type name & title, & sign)

Date Contract Accepted by HUD:

X

Certification of Broker: The undersigned certifies that: (1) neither he/she nor anyone authorized to act for him/her has declined to sell the property described herein to or to make it available for inspection or consideration by a prospective purchaser because of his/her race, color, religion, sex, familial status, national origin, or disability; (2) he/she has both provided and explained to the purchaser the notice regarding use of Seller's closing agent; (3) he/she has explained fully to the purchaser the entire terms of the contract, including Condition B on the reverse hereof; and (4) he/she is in compliance with Seller's earnest money policy as set forth on HUD forms SAMS-1111, Payee Name and Address, and SAMS-1111-A, Selling Broker Certification, which he/she has executed and filed with Seller.

Broker's Business Name & Address: (for IRS reporting) (include Zip Code)

Broker's EIN or SSN: (include hyphens)

SAMS NAID:

Signature of Broker:

Broker's Phone No:

X

Type or print the name and phone number of sales person:

This section for HUD use only. Broker notified of:

Acceptance Back-Up No. _____

Rejection Return Earnest Money Deposit

Authorizing Signature & Date:

X

Conditions of Sale

- A. All assessments, including improvement assessments which are available for payment without interest or penalty for advance payment, taxes, rent, and ground rent, if any, shall be prorated as of the closing date.
- B. Seller makes no representations or warranties concerning the condition of the property, including but not limited to mechanical systems, dry basement, foundation, structural, or compliance with code, zoning or building requirements and will make no repairs to the property after execution of this contract. Purchaser understands that regardless of whether the property is being financed with an FHA-insured mortgage, Seller does not guarantee or warrant that the property is free of visible or hidden structural defects, termite damage, lead-based paint, or any other condition that may render the property uninhabitable or otherwise unusable. Purchaser acknowledges responsibility for taking such action as it believes necessary to satisfy itself that the property is in a condition acceptable to it, of laws, regulations and ordinances affecting the property, and agrees to accept the property in the condition existing on the date of this contract. It is important for Purchaser to have a home inspection performed on the property in order to identify any possible defects. If FHA insured financing is used, up to \$200 of the cost to perform the inspection may be financed into the mortgage. Names of home inspection companies can be found in the yellow pages of your telephone directory under the heading "Home Inspection Services."**
- C. If financing is involved in this transaction (Item 4), Purchaser agrees that should he/she/it fail to provide documentation indicating that proper loan application was made in good faith within 10 calendar days of the date this contract was accepted by Seller, and/or thereafter otherwise to put forth good faith efforts to obtain necessary financing, Seller shall have the option of rescinding this contract and retaining all or a portion of Purchaser's earnest money deposit.
- D. Seller may rescind this contract and return all or a portion of Purchaser's earnest money deposit under the following conditions:
1. Seller has not acquired the property.
 2. Seller is unable or unwilling to remove valid objections to the title prior to closing.
 3. Seller determines that purchaser is not an acceptable borrower.
- Tender of the deposit shall release the Seller from any and all claims arising from this transaction.
- E. Purchaser may not perform repairs nor take possession of the property until sale is closed. Risk of loss or damage is assumed by Seller until sale is closed, unless Purchaser takes possession of the property prior thereto, in which case State law shall apply. (1) If sale involves FHA insured financing and after damage the property no longer meets the intent of Minimum Property Standards (MPS), Seller may, at its option, perform repairs or cancel the contract and return Purchaser's full earnest money deposit. If, after damage, the property still meets the intent of MPS, Purchaser has the option of accepting the property as-is, with a purchase price adjustment at Seller's sole discretion, or cancelling the contract and receiving refund of full earnest money deposit. (2) If sale does not involve FHA insured financing, Seller will not repair damage but may, at Seller's sole discretion, reduce the sale price. Purchaser has option to cancel the contract and receive refund of full earnest money deposit. Tender of the earnest money shall release Seller from any claims arising from this transaction.
- F. If this property is being offered with FHA insured mortgage financing available, Seller's acceptance of this contract constitutes a commitment to insure, conditioned upon Purchaser being determined by Seller or Direct Endorsement Underwriter to be an acceptable borrower and further conditioned upon Seller's authority to insure the mortgage at the time the sale is closed.
- G. Purchaser understands that Seller's listing price is Seller's estimate of current fair market value.**
- H. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
- I. Purchaser and Seller agree that this contract shall be binding upon their respective heirs, executors, administrators, successors or assigns but is assignable only by written consent of the Seller.
- J. If this property was constructed prior to 1978, Seller has inspected for defective paint surfaces (defined as cracking, scaling, chipping, peeling or loose paint on all interior and exterior surfaces). Seller's inspection found no defective paint surfaces, or if defective paint surfaces were found, Seller has treated or will treat such defective surfaces in a manner prescribed by Seller prior to closing. **Purchaser understands and agrees that the Seller's inspection and/or treatment is not intended to, nor does it guarantee or warrant that all lead-based paint and all potential lead-based paint hazards have been eliminated from this property.** Purchaser acknowledges that he/she/it has received a copy of a pamphlet which discusses lead-based paint hazards and has signed, on or before the date of this contract, the Lead-Based Paint Addendum to Sales Contract - Property Built Before 1978. Purchaser understands that the Lead-Based Paint Addendum must be signed by all Purchasers and forwarded to Seller *with* this contract. Contracts which are not in conformance with these requirements will not be accepted by Seller.
- K. The effective date of this contract is the date it is accepted (signed) by the Seller.
- L. If the amount stated in Item 5 exceeds actual and typical financing and/or closing costs, such excess shall not be paid by Seller and may not be used by Purchaser to reduce amount(s) due Seller.
- M. Seller's policies and requirements with regard to earnest money (including forfeiture thereof), extensions of time in which to close the sale, back-up offers, and allowable financing and/or closing costs are detailed in instructions issued to selling brokers.
- N. Seller makes no representations or guarantees that the property will, in the future, be eligible for FHA insured mortgage financing, regardless of its condition or the repairs which may be made.
- O. Warning: 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)**
- P. This contract contains the final and entire agreement between Purchaser and Seller and they shall not be bound by any terms, conditions, statements, or representations, oral or written, not contained in this contract.

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

Print Name (Purchaser)

Purchaser

Date

Print Name (Purchaser)

Broker/Agent

Date

Print Name (Broker/Agent)

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: _____

Purchaser's
Name,
Signature & Date: _____

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,
Signature & Date: _____

SELLING BROKER COMMISSION ADDENDUM

The _____ real estate brokerage company
acting as the Selling Broker on the purchase of real estate commonly known as:

(hereafter "the Property") by _____ (hereafter
"the Purchaser") from the United States Department of Housing and Urban Development (HUD)
hereby agrees that the Selling Broker compensation amount shown on Item 6(a) of HUD Form
9548 relating to the Property dated _____ and signed by the Purchaser
shall be accepted by the Selling Broker as full and complete satisfaction of any compensation
otherwise payable to the Selling Broker by reason of any offer of cooperation and compensation
for the sale of the Property disseminated by the Listing Broker in any multiple listing service.

Name of Selling Broker

By: _____
Signature

Print Name

As it's: _____
Title

Date: _____

CAUTION

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



OMB Approval No: 2502-0538
(exp. 07/31/2009)

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.

Appraisals are Different from Home Inspections

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required to:

- ✓ Estimate the market value of a house;
- ✓ Make sure that the house meets FHA minimum property standards/requirements; and
- ✓ Make sure that the property is marketable.

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

If you find problems with your new home after closing, FHA can not give or lend you money for repairs, and FHA can not buy the home back from you. That is why it is so important for you, the buyer, to get an independent home inspection. 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

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. As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

Be an Informed Buyer

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.



HUD-92564-CN (6/05) 

CAUTION

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

FHA CASE NO.: _____

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. PURCHASER(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

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:

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

REQUIREMENTS FOR PREQUALIFICATION LETTER OR PROOF OF FUNDING

A prequalification letter or proof of funds (for cash purchase) must be submitted with **ALL** Sales Contract packages. Any offer received without the Pre-Qualification letter will be rejected and the backup bidder will be contacted. Below are the guidelines for submitting acceptable documents:

PREQUALIFICATION LETTER (required on contracts being submitted with FHA or conventional financing)

- Must be printed on the Lender's letterhead
- Must have the Property Address
- Must have the Purchaser's Name
- Must be dated within 30 days of the bid acceptance date
- Must confirm the type of financing the Purchaser has applied for
- Must confirm the amount the Purchaser has been approved for
- Must confirm the Purchaser's credit has been obtained and reviewed
- Approved loan amount must meet or exceed the gross purchase price

PROOF OF CASH FUNDS AVAILABLE (required on contracts being submitted for cash purchase)

- Copy of bank statement verifying funds are available
- Account number may be "blacked out" on bank statements or other related documents
- Purchaser's name must be on the statement, regardless of document type
- Statement must be dated within 30 days of bid acceptance date
- Available account balance must meet or be greater than the gross purchase price

HUD CASE# _____

EARNEST MONEY GUIDELINES

Once your bid has been approved, you are REQUIRED to submit/bring in the original earnest money funds – NOT A COPY-with your sales contract package to Camara & Co.-The Real Estate Group for review of the entire packet. The contract cannot be submitted without the original EMD.

Collection: The EMD must be collected from the Purchaser prior to submitting an offer at www.HUDHomeStore.com

EMD Requirements: The EMD must be a minimum of \$500 if property is under \$50,000 or a minimum of \$1,000 if property is more than \$50,000

Payee: The EMD (must be a cashier's check or money order-NO personal checks) should have TWO payees. The EMD should read: Pay to the order of: HUD or (Purchaser's Name).

Both names should be listed so in the event that the bid is not accepted, the buyer will be able to cash the check. If the bid is awarded, HUD will be able to deposit the check.

Selling Broker Certification: I hereby certify that I have collected the appropriate certified funds from the Purchaser(s) in connection with the referenced contract.

I have fully explained HUD's EMD forfeiture policy to the Purchaser(s).

Should HUD not accept the bid, I shall return the certified funds to the Purchaser(s) by 4:00 pm of the next business day following HUD's declination.

Selling Agent

Date

Print Name (Selling Agent)

Forfeiture of Earnest Money Policy

All HUD Property Disposition sales of HUD-acquired properties are to close within 20 days acceptance of a HUD-9548 Sales Contract offer to purchase cash.

All HUD Property Disposition sales of HUD-acquired properties are to close within 30 days acceptance of a HUD-9548 Sales Contract offer to purchase with financing.

Forfeiture of Earnest Money Deposits

The failure by a Purchaser to close on the sale of property within the allowable time period, including any extensions granted by HUD, will result in the forfeiture of the earnest money deposit, except where special circumstances exist and are documented and accepted by HUD.

Investor Purchasers

- **Uninsured Sales** – The purchaser will forfeit 100% of the earnest money deposit for failure to close, regardless of reason.
- **Insured Sales** – The purchaser will forfeit 50% of the earnest money deposit for failure to close if purchaser is determined by HUD or Direct Endorsement underwriter to be an unacceptable buyer. The purchaser will forfeit 100% of earnest money deposit if sale fails to close for any other reason.

Owner-Occupant Purchasers

- The purchaser will have 100% refund of the 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 purchase'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. On an insured sale, HUD or a Direct Endorsement underwriter determines that the purchaser is not an acceptable borrower;
 5. On an uninsured sale, 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 in a specified dollar amount sufficient to purchase the property
 6. For other good cause, as determined by the field office.
- On an uninsured sale, the purchaser will forfeit 50% of the earnest money deposit 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 100% of the deposit in those instances where no 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. The documentation must be received by HomeTelos, LP no later than close of business on the tenth day following cancellation of contract.

Buyer Certification:

I/we acknowledge that I/we have been interviewed, completed a loan application and received a Pre-Qualification Letter from an approved lender.

Signatures

(Purchaser)

(Purchaser)

(Purchaser)

(Purchaser)

**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

AMENDMENT TO THE CONTRACT OF SALE

Between _____ (Purchaser(s))
and the United States Department of Housing and Urban Development
Dated: _____ HUD Case No: _____
Property Address: _____

Contract is hereby amended to reflect the following changes:

Purchaser(s) using FHA insured financing agree, if property is located in a special flood hazard area and flood insurance is available through the National Flood Hazard Insurance Program, they will maintain flood insurance for the duration of their ownership. In addition purchaser(s) agree to require flood insurance as a condition of future sale.

THIS AMENDMENT IS NOT VALID UNLESS SIGNED BY ALL PARTIES

_____ Purchasers name (Printed)	_____ Purchasers Signature	_____ Date
_____ Purchasers name (Printed)	_____ Purchasers Signature	_____ Date
_____ Purchasers name (Printed)	_____ Purchasers Signature	_____ Date
_____ Purchasers name (Printed)	_____ Purchasers Signature	_____ Date

Seller
HomeTelos, LP
Prime Contractor # _____

By _____

Date _____

LEAD-BASED PAINT DISCLOSURE ADDENDUM

SELLER HAS NO RECORDS OR REPORTS PERTAINING TO LEAD-BASED PAINT AND/OR BASED PAINT HAZARDS

HUD CASE# _____

Property Address:

Lead Warning Statement

Every Purchaser of any interest in residential real property on which a residential dwelling was built before 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 property is required to provide the Purchaser with any information on lead-based paint hazards from risk assessments or inspections in the HUD'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 before purchase.

Inspection Contingency

Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards. The Purchaser has a contingency period that expires fifteen (15) calendar days from the date the contract is accepted by HUD, to be conducted at the Purchaser's expense, an independent lead-based paint inspection, visual assessment for deteriorated paint, or risk assessment. The Purchaser may withdraw from the 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). The Purchaser will be entitled to a refund of earnest money only if the Purchaser obtains an independent lead-based paint inspection performed by a Certified Lead-Based Paint Inspector or Risk Assessor, and the Purchaser provides HUD with a copy of the inspection report.

Financing Type (Selling Broker to initial applicable cause)

_____ **No FHA Financing of Property Constructed Prior to 1978:** The purchase of this property is not being financed with an FHA insured loan. The Purchaser has an inspection contingency that expires 15 days from the date of the Purchaser's signature below. The

property is being sold as is with respect to all conditions including, subject to the above contingency, the potential presence of lead or lead-based paint hazards.

Any FHA insured Financing Except 203(k): This property is being sold subject to FHA insured financing under any program other than a 203(k) Rehabilitation Mortgage. Upon contract execution the HUD will procure a lead-based paint inspection and will deliver the inspection report to the Selling Broker by overnight delivery service along with a paint stabilization plan and cost estimate if deteriorated lead-based paint is found and a supplemental Lead-Based Paint Disclosure Addendum.

The Purchaser shall have the right to review the inspection report, paint stabilization plan and cost estimate.

If deteriorated lead-based paint was identified in the Report, HUD will only perform stabilization if the cost estimate is \$4,000.00 or less. If the cost estimate is greater than \$4,000.00, HUD at its sole discretion may: (1) cancel the sales contract, or (2) allow the purchaser to amend the contract financing to FHA 203(k) or conventional. In the event that HUD cancels the sale, the purchaser will be entitled to a 100% refund of the earnest money.

If the costs estimate is \$4,000.00 or less and the Purchaser is dissatisfied with the information provided, the Purchaser may withdraw from the contract and receive a full refund of earnest money by providing written notification to HUD of the intention to withdraw. Written notification must be postmarked by the latest fifteen (15) calendar days from the date the contract is accepted by HUD or two (2) business days following the date of the Purchaser's signature on the supplemental Lead-Based Paint Disclosure Addendum.

If deteriorated lead-based paint was identified in the Report and the Purchaser does not exercise its option to withdraw from the sale contract, HUD will stabilize the deteriorated lead-based paint in accordance with the stabilization plan and obtain lead clearance by the close of the escrow period or any extensions thereof.

FHA 203(k) Financing: This property is being sold subject to a 203(k) Rehabilitation Mortgage. Upon contract execution HUD will procure a lead-based paint inspection and will deliver the Report to the Purchaser by overnight delivery service along with a lead-based paint stabilization, if deteriorated lead-based paint is found, and a supplemental Lead-Based Paint Disclosure Addendum.

The Purchaser shall have the right to review the inspection report, paint stabilization plan and cost estimate. If the Purchaser is dissatisfied with the information provided, the Purchaser may withdraw from the contract and receive a full refund of earnest money by providing written notification to the Seller of the intention to withdraw. Written notification must be postmarked by no later than fifteen (15) calendar days

from the date of the Purchaser's signature below, or two (2) business days following the date of the Purchaser's signature on the supplemental Lead-Based Paint Disclosure Addendum.

If deteriorated lead-based paint was identified in the Report and the Purchaser does not exercise its option to withdraw from the sale contract, 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(s) Acknowledgement (initial)

_____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

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

Selling Broker Acknowledgement (initial)

_____ Selling Broker is aware of his/her responsibility to ensure compliance with 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 Date

Purchaser Date

Selling Broker Date

Seller Date

Employer Verification of Participant Employment

Property Disposition Program
Good Neighbor Next Door Sales Program

U.S. Department of Housing and Urban Development

Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0570
(exp. 02/28/2011)

Public reporting burden for this collection of information is estimated to average 5 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. 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 Good Neighbor Next Door 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 Good Neighbor Next Door 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 transaction. Failure to provide this information could affect your employee's 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 or Firefighter/Emergency Responder.

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, 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.

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 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 Good Neighbor Next Door Sales Program by the named individual is dependent on receipt of this Verification from your agency.

Agency's Certification of Employment

I 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 Federal, State, county, or municipal government and is sworn to uphold, and make arrests for violations of, Federal, State, county, or municipal law; or
- a Teacher, who, for purposes of the GNND Sales Program, is defined as an individual employed full time by a state accredited public school or private school, as a classroom teacher in grades pre-K through 12 and that this agency serves students from the school district or, in the case of a private school, from the area serving the above listed address.
- a firefighter/emergency responder 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 a federal, state, or 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	

**GOOD NEIGHBOR
NEXT DOOR
Sales Program**

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

OMB Approval No. 2502-0570
(Expires 02/28/2011)

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 PROPERTY AS 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.

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)

**GOOD NEIGHBOR
NEXT DOOR
Sales Program –
Officer**

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

OMB Approval No. 2502-0570
(Expires 02/28/2011)

Public reporting burden for this collection of information is estimated to average 2 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. 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 Good Neighbor Next Door Sales Program (24 CFR Part 291, Subpart F) and to determine and document eligibility to participate in the program. This is an electronic form to be completed online. The form will be automatically converted to a print form for the selected participant's signature as a record for compliance enforcement. If this information were not collected, HUD would not be able to administer the Good Neighbor Next Door 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 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 or Firefighter/Emergency Responder.

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, 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.

Officer Pre-Qualification Questionnaire

	YES	NO
1. Are you employed full-time as a law enforcement officer by one of the following: Federal, state, county, municipal or Indian tribal government?	<input type="checkbox"/>	<input type="checkbox"/>
2. In carrying out such full-time employment, are you sworn to uphold, and make arrests for violations of, Federal, state, county, or municipal law? (NOTE: Your employer will be required to certify that this statement is correct.)	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
4. Have you owned any residential real property within the calendar year previous to the date you are submitting this offer?	<input type="checkbox"/>	<input type="checkbox"/>
5. Has your spouse owned any residential real property within the calendar year previous to the date you are submitting this offer?	<input type="checkbox"/>	<input type="checkbox"/>
6. By proceeding to submit a bid you certify to the following: <ul style="list-style-type: none">• You will live in the HUD home as your sole residence for the 3-year owner-occupancy term.• You will sign a second mortgage and note for the amount of the discount from the list price of the property you are awarded.• You do not and have not owned any residential real property for the calendar year preceding the date you are submitting this offer.• 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?• You will certify initially and once annually that you have continuously occupied and are occupying the HUD home you purchased.	<input type="checkbox"/>	<input type="checkbox"/>

I certify that the answers supplied to this eligibility questionnaire are true and correct.

Signature	SSN:	Date
-----------	------	------

**GOOD NEIGHBOR
NEXT DOOR
Sales Program –
Teacher**

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

OMB Approval No. 2502-0570
(Expires 02/28/2011)

Public reporting burden for this collection of information is estimated to average 2 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. 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 Good Neighbor Next Door Sales Program (24 CFR Part 291, Subpart F). The information is required in order to determine and document eligibility to participate in the program. This is an electronic form to be completed online. The form will be automatically converted to a print form for the selected participant's signature as a record for compliance enforcement. 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 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 or Firefighter/Emergency Responder.

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, 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.

Teacher Pre-Qualification Questionnaire

	YES	NO
1. Are you employed by a state accredited public or private school?	<input type="checkbox"/>	<input type="checkbox"/>
2. Are you employed full-time?	<input type="checkbox"/>	<input type="checkbox"/>
If your answer to questions 1 and 2 are YES, are you employed as a classroom teacher or administrator in grades pre-K-12?	<input type="checkbox"/>	<input type="checkbox"/>
3. Answer the following question appropriate for your employment position. <ul style="list-style-type: none"> If you are employed by a public school or federal, state, county, or municipal educational agency, does your employer serve students from the district/jurisdiction where the home is located served? If you are employed by a private school, does your employer school serve students who live in the area where the home you intend to purchase is located? <i>(NOTE: Your employer will be required to certify that this statement is correct.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
4. 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?	<input type="checkbox"/>	<input type="checkbox"/>
5. Have you owned any residential real property within the calendar year previous to the date you are submitting this offer?	<input type="checkbox"/>	<input type="checkbox"/>
6. Has your spouse owned any residential real property within the calendar year previous to the date you are submitting this offer?	<input type="checkbox"/>	<input type="checkbox"/>
7. By proceeding to submit a bid you certify to the following: <ul style="list-style-type: none"> You will live in the HUD home as your sole residence for the 3-year owner-occupancy term. You will sign a second mortgage and note for the amount of the discount from the list price of the property you are awarded. You do not and have not owned any residential real property for the calendar year preceding the date you are submitting this offer. 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? You will certify initially and once annually that you have continuously occupied and are occupying the HUD home you purchased. 	<input type="checkbox"/>	<input type="checkbox"/>

I certify that the answers supplied to this eligibility questionnaire are true and correct.

Signature

SSN:

Date:

**GOOD NEIGHBOR
NEXT DOOR
Sales Program –
Firefighter/Emergency
Responder**

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

OMB Approval No. 2502-0570
(Expires 02/28/2011)

Public reporting burden for this collection of information is estimated to average 2 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. 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 Good Neighbor Next Door Sales Program (24 CFR Part 291, Subpart F) and to determine and document eligibility to participate in the program. This is an electronic form to be completed online. The form will be automatically converted to a print form for the selected participant's signature as a record for compliance enforcement. If this information were not collected, HUD would not be able to administer the Good Neighbor Next Door 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 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 or Firefighter/Emergency Responder.

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, 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.

Firefighter/Emergency Responder Pre-Qualification Questionnaire

	YES	NO
1. Are you employed full-time as a firefighter or emergency medical technician?	<input type="checkbox"/>	<input type="checkbox"/>
2. Is your employer a fire department or emergency medical services responder unit of a political subdivision of a state serving the area where the home is located? <i>(NOTE: Your employer will be required to certify that this statement is correct.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
4. Have you owned any residential real property within the calendar year previous to the date you are submitting this offer?	<input type="checkbox"/>	<input type="checkbox"/>
5. Has your spouse owned any residential real property within the calendar year previous to the date you are submitting this offer?	<input type="checkbox"/>	<input type="checkbox"/>
6. By proceeding to submit a bid you certify to the following:	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> • You will live in the HUD home as your sole residence for the 3-year owner-occupancy term. • You will sign a second mortgage and note for the amount of the discount from the list price of the property you are awarded. • You do not and have not owned any residential real property for the calendar year preceding the date you are submitting this offer. • 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? • You will certify initially and once annually that you have continuously occupied and are occupying the HUD home you purchased. 		

I certify that the answers supplied to this eligibility questionnaire are true and correct.

Signature _____ SSN: _____ Date: _____
