



FIRED UP ABOUT HOMEOWNERSHIP

First-Time Home Buyers Grant Program

Grants Assist with Fire Insurance and Fire Clearance Costs

GRANT APPLICATION

TERMS AND CONDITIONS

Applying to the Nevada County Association of REALTORS® (NCAR) Fired Up About Homeownership First-Time Home Buyers Grant Program does not guarantee that you will receive a grant pursuant to the Program. Grants will be awarded on a first-come, first-serve basis to qualified applicants who submit a completed and signed Fired Up About Homeownership First-Time Home Buyers Grant Program Application/Certification Form and required documentation no later than thirty (30) days after close of escrow for the purchase of a Single-Family Dwelling in California.

NCAR makes no representations and disclaims any and all liability for any and all damages, injuries, claims losses, or expense arising out of or in any way related to the Program, administration thereof, or disbursement of any funds, from any cause or causes, including but not limited to claims relating to the negligence, errors, omissions, and strict liability. Program grants may be considered taxable income by federal and/or state taxing authorities. Please consult a tax professional for more information.

1. DEFINITIONS.

“CA REALTOR®” means an active licensed REALTOR® member of an association within the State of California.

“Closing Disclosure Statement” means the statement of final loan terms and closing costs for the Single-Family Dwelling you purchased.

“Eligible Grant Recipient” means any applicant who submits to NCAR a completed and signed Application/Certification Form, Loan Estimate Form and Closing Disclosure Statement no later than thirty (30) days after close of escrow for the purchase of a Single-Family Dwelling in California and who meets all the eligibility requirements described in Section 2 below.

“FHA” means the Federal Housing Administration.

“First Time Home Buyer” means an individual (and all co-buyers on the property purchase contract, if any) who has had no ownership interest in any real property in any location during the three (3) year period ending on the date of the individual’s signature of the Buyer Certification Form.

“Program” means the **Fired Up About Homeownership First-Time Home Buyers Grant Program** sponsored by the Nevada County Association of REALTORS®.

“Program Grant” means payment assistance of the Eligible Grant Recipient’s fire insurance premiums.

“Single Family Dwelling” means any single-family residence (including a manufactured home or mobile-home, a single-family residential unit in a condominium, cooperative or planned unit development, a town home, or a single-family

residential unit within a one-to-four family residence) you purchased in California for which you are applying to receive a Program Grant under this Program. "Terms and Conditions" means these Program terms and conditions. "You" and "your" mean you, the homebuyer applicant, and the words "we," "us" and "our" mean the Nevada County Association of REALTORS® of REALTORS® ("NCAR).

2. ELIGIBILITY.

The new 2023 program commences March 1, 2023.

To qualify as an Eligible Grant Recipient under the Program:

- The client must have closed escrow for the purchase of a Single-Family Dwelling located in the state of California.
- The client must have been a First-Time Homebuyer when you purchased the Single-Family Dwelling.
- One side of the transaction must be represented by a CA REALTOR® throughout the purchase of the Single-Family Dwelling. A REALTOR® who simply makes a referral or receives a referral fee and does not actually represent a party to the transaction is not a qualifying representative under the Program.
- The purchase price of the Single-Family Dwelling must not exceed 150% of the mortgage limit set by the FHA for one-family units in the county in which the Single-Family Dwelling is located. See <https://entp.hud.gov/idapp/html/hicostlook.cfm> for mortgage limit.
- The client must have used financing to purchase the Single-Family Dwelling and must not have paid all-cash for the purchase.
- The client must intend to occupy the Single Family Dwelling you purchased as your primary residence for at least two (2) years after close of escrow.
- REALTORS® are not eligible grant recipients.

NCAR must receive all required documents from the REALTOR member no later than thirty (30) days after closing escrow of the associated single-family dwelling in CA to qualify for a grant application review:

- | | |
|---|-----------------------------------|
| 1) Program Application/Certification Form | 4) Estimated Loan Statement |
| 2) Residential Purchase Contract (RPA) | 5) Client's address - past 3 yrs. |
| 3) Closing/Disclosure Statement | |

3. PROGRAM ADMINISTRATION.

The Program is managed and interpreted by the NCAR. The NCAR reserves the right, at its discretion, to amend these Terms and Conditions, to deny granting any individual participation in the Program, and to modify, suspend or discontinue the Program at any time without notice.

The Program administrator's decision to approve or deny a Program Application and/or submit a Program Grant under the Program is final and will not be subject to appeal or review. NCAR and its respective directors, officers, employees and agents will not be responsible or liable for any direct, indirect, incidental or consequential damages, claims, actions, losses, liabilities, misappropriation arising out of or in any way related to the Program, costs or expenses arising in any way whatsoever from the Program Grant or any other benefits Eligible Grant Recipients receive under the Program, and/or any delay in submitting a Program Grant.

You understand and agree that NCAR may disclose to affiliates or other third parties any information you provide on your Program Application or any other documentation or information you submit in connection with the Program that is necessary to effectuate the provisions of the Program or as required by law to be disclosed.

Applying parties agree to indemnify, defend and hold harmless NCAR, its charitable foundation and its respective directors, officers, employees and agents from any claim, action, damages, liabilities, losses, costs and expenses, including reasonable attorneys' fees, arising out of or related to any third-party claim alleging the breach of any of your representations, warranties or obligations hereunder, any documents you submit to HAF, and/ or these Terms and Conditions. If you are selected as an Eligible Grant Recipient, we will notify your agent of your eligibility, and we will submit the Grant to your agent for distribution. Receipt of a Program Grant under this Program may have tax consequences. Please consult your tax professional for more information. NCAR makes no representations and disclaims all liability regarding whether the funds you received need to be disclosed to any third party including a government agency.



FIRE UP ABOUT HOMEOWNERSHIP

First-Time Home Buyers Grant Program Application/Certification Form

APPLICATION INFORMATION (Fill out completely)

Home Buyer/Applicant #1

Name _____ Phone/Cell _____

Address/Zip _____ Email _____

Home Buyer/Applicant #2

Name _____ Phone/Cell _____

Address/Zip _____ Email _____

SINGLE FAMILY DWELLING INFORMATION

_____ Street Address

_____ City _____ Zip _____

Purchase Price _____ Date Escrow Closed _____

Escrow Number _____ Escrow Company _____

REALTORS IN THE TRANSACTION

Listing Agent

Name _____ Company _____

Phone _____ Email _____

Business Address _____

Selling Agent

Name _____ Company _____

Phone _____ Email _____

Business Address _____

BY SIGNING THIS APPLICATION/CERTIFICATION FORM, YOU AGREE TO BE BOUND BY THE PROGRAM TERMS AND CONDITIONS AND HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT ALL OF THE FOLLOWING IS TRUE:

- The Client has not owned any interest in any real property at any location within the past three (3) years.
- The Client is represented by a California REALTOR® for the purchase of the single-family residence (including a manufactured home or mobile-home), a single-family residential unit in a condominium, cooperative or planned unit development, or a single family residential unit within a one-to-four family residence (“Single Family Dwelling”) located in the State of California in which one of the REALTORS® to the transaction is a REALTOR® member of the Nevada County Association of REALTORS and was during the entire course of the transaction for which I am applying to receive a grant under this Program.
- The Client intends to occupy the Single-Family Dwelling as my primary residence for at least two (2) years after close of escrow.
- The Client used financing to purchase the home and did not pay all-cash for the purchase of the Single-Family Dwelling.
- REALTORS® are not eligible grant recipients.

By submitting this Application/Certification Form, I hereby grant permission to NCAR to:

- Contact my REALTOR® or Escrow Company to verify qualifications for Grant Program funding; and
- Publicize my name, likeness, picture, portrait, image, video or photograph throughout the universe, in all forms of media and in all manners, including but not advertising, for publication or any other lawful purposes for promoting the REALTOR® organization, its charitable foundation and California Association of REALTORS® HAF.

Homebuyer/Applicant #1

Signature _____ Date: _____

Print Name _____

Homebuyer/Applicant #2

Signature _____ Date: _____

Print Name _____

Listing Agent

Signature _____ Date: _____

Print Name _____ DRE#: _____

Selling Agent

Signature _____ Date: _____

Print Name _____ DRE#: _____

GRANT SUBMITTAL CHECKLIST

By checking below, you confirm that you have furnished the required documents for grant review no later than thirty (30) days after closing escrow of the associated single-family dwelling:

___ Program Application/Certification Form

___ Estimated Loan Statement

___ Residential Purchase Contract (RPA)

___ Client’s address - past 3 yrs.

___ Closing/Disclosure Statement

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Remit Application to: Membership@nevadacountyao.com or to NCAR, 336 Crown Point Circle, GV CA 95945.