



MaderaRealtors@gmail.com

BUYER ELIGIBILITY FORM

Available September 5, 2023

Grant recipients will be awarded on a first come first serve basis after final review of all applicable information. Buyers can apply for the grant up to the September 5th by completing this “Buyer Eligibility Form.” All Buyer Eligibility Forms completed prior to depletion of available funds can be turned into the Madera Association of Realtors by mail, fax, or email (see contact info below). All buyers are responsible for confirming receipt of the Buyers Eligibility Form by M.A.R. Staff. Buyer’s Eligibility Forms, not fully completed will be immediately void and buyers must re-apply.

Rules and Requirements:

- For consideration, buyer must currently be in escrow on a primary residence located in Madera County or be actively searching for a home.
- **Until Grant Funds Are No Longer or September 5, 2023.**
- Property will be owner occupied
- Buyer(s) have not owned a home in the last three (3) years
- Buyer(s) must work and close escrow with a M.A.R. Realtor® in good standing.
- Any Cancellation voids buyer's application and buyer must re apply for consideration, including Cancellation of Agency.
- Cannot have a cosigner
- Buyer(s) must provide a preapproval letter from a M.A.R. affiliated lender in good standing.
- Buyer(s) must use Conventional, FHA, VA, or U.S.D.A. financing, 30-year mortgage on a single-family residence located within Madera County
- Buyer Eligibility Form must be fully executed for consideration along with...
 - Lender Package must include:
 - *This form signed and dated by buyer(s), M.A.R. Realtor and M.A.R. Affiliated Lender.*
 - *Preapproval, DU or GUS from M.A.R. affiliated lender*
 - *Proof of HUD income required limits*
 - *Gift letter, if applicable.*
- Escrow company must be a M.A.R. Affiliated Business.
- Funds will not be disbursed until funding is requested by the buyer's lender.
- If escrow does not close for whatever reason, funds will be immediately returned to M.A.R. and buyer must re apply for consideration.
- Funds MUST be used for their original purpose and CANNOT be used for repairs, commissions, or anything other than down payment or closing costs
- Prior to receiving funds, M.A.R. must receive:
 - *Copy of executed purchase contract*
 - *Copy of Preliminary Title Report*
 - *Copy of Appraisal*
- All Buyer Eligibility Forms and Lender Packages are subject to review of the M.A.R. Grant Task Force

- Eligible Applicants will be notified of their approval or denial once all applicable information has been received.
- Not applicable on CASH transactions
- Grant funds are not guaranteed until funds have been delivered to escrow and escrow has successfully closed.
- One application per household. Multiple applications per household will immediately be void.
- M.A.R. Grant Taskforce has the right to reject any exemptions to the rules and requirements set forth in this application.

Additional Disclosure:

- Funds will be given directly to escrow upon funding being requested by the buyer's lender.
- Funds will be considered "GIFT Funds," and therefore M.A.R. agrees to comply with lender requirements regarding the funds and providing documentation, as necessary. Any excess funds will be returned to M.A.R.
- By signing below, Buyer(s), Realtor® and Lender confirm that all the information provided is true and agree to comply with any additional requirement that might arise by M.A.R or lender.

Buyer Signatures X _____

Grant:

- Drawing will occur upon the receipt of all applicable information until funds have been completely depleted.
- 2- Eligible Buyers will receive \$5,000 "HUD Gift Funds".
- M.A.R will continue to grant funds until all funds have been depleted.
- Funds will be deposited into Escrow upon receipt of all applicable information and approval of 'M.A.R. Grant Taskforce.'

SUBMIT TO (Contact Info):

Madera Association of Realtors® 405 North I Street, Suite C, Madera, CA 93637, c/o M.A.R. Grant Taskforce. Phone: (559) 673-2218 · Hours: M-F 9:am to 4:pm, Email: MaderaRealtors@gmail.com

*Licensed agents, Realtors®, lenders or any other affiliated members of the Madera Association of Realtor®s or relatives are excluded from this giveaway including any M.A.R. Board Members or M.A.R. Employees and their relatives***

BUYER(s) Information:

English Spanish Other

Buyer 1 Name: _____

Phone: _____

Email: _____

Sign: _____

Date: _____

Buyer Signature X _____

Buyer 2 Name: _____

Phone: _____

Email: _____

Sign: _____

Date: _____

Buyer Signature X _____

LENDER INFORMATION: (MUST BE ACTIVE IN GOOD STANDING WITH M.A.R.):

Lender Name: _____
License#: _____ **Company:** _____
Phone: _____ **Email:** _____

Realtor Information (MUST BE ACTIVE IN GOOD STANDING WITH M.A.R.):

Office: _____ **License#:** _____
Realtor: _____
Phone: _____
Email: _____

Property Information (When Available (Madera County ONLY):

APN#: _____

(Complete) Address:

Escrow Information:

Escrow Officer: _____
Escrow#: _____
Company: _____
Close of Escrow: _____
Email: _____
Phone: _____

Buyer Signature X _____

Buyer Signature X _____

OFFICE USE ONLY: Lender Package Received: _____ Buyer Eligible: _____

NOT Eligible: _____ Buyer Notified: Date _____ Runner-Up #: _____

Received:

Purchase Contract _____ Preliminary Title Report _____

Grant Taskforce: Chair: _____

M.A.R Board Approved: President: _____

2020-2021 Madera Association of Realtors Down Payment HUD Assistance Grant

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

OPEN ONLY TO LEGAL U.S. RESIDENTS, 18 YEARS OF AGE OR OLDER. THIS SWEEPSTAKES IS OFFERED ONLY IN THE UNITED STATES AND IS ONLY INTENDED FOR U.S. RESIDENTS.

By participating, you agree to abide by and be bound by these Official Rules and the decisions of Sponsor, which are final and binding in all respects and are not subject to appeal.

1.SPONSOR: Madera Association of Realtors® (“Sponsor”)

2. SWEEPSTAKES PERIOD: August 3, 2023 through September 5, 2023. Applicants have 90 days from notification of prize being awarded to be under contract.

3. HOW TO ENTER: Email or call M.A.R. or any Realtor or Affiliated Member to receive application form, “Buyers Eligibility Form.” Complete the entry form with all required information, including your full name, e-mail address and zip code of your primary residence. You are advised to consult Sponsor’s privacy policy for information regarding Sponsor’s information collection and usage practices.) All entries must be received by M.A.R. Grant Task Force. Buyers are encouraged to confirm receipt by contacting M.A.R.

4. RESTRICTIONS ON ENTRY: Limit of one (1) entry per person/household. (A given e-mail address may only be used by one (1) person to enter the Sweepstakes.) Use of any artifice or method to violate this entry limit (e.g., multiple e-mail addresses) and/or the use of automated or programmed means to enter will result in disqualification of all entries. In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the authorized account holder of the e-mail account used to enter the Sweepstakes as determined by Sponsor in its sole discretion. Proof of submission of entry form does not constitute proof of receipt or proof of entry. Receipt of entries may be acknowledged, but such acknowledgment merely indicates that entry form has been received. Without limiting the foregoing, such acknowledgment does not constitute any representation as to Sweepstakes eligibility nor is it otherwise binding upon Sponsor.

5. DRAWING: The drawing will be conducted by Sponsor on or about the receipt of completed applications. Potential winner will be notified by e-mail and must

complete, sign, and return an Affidavit of Eligibility, a Liability Release, and a Publicity Release (where legal), within five (5) business days of date of prize notification. Non-compliance with this requirement, if potential winner cannot be contacted after Sponsor's reasonable attempts to do so, or if potential winner is determined to be ineligible (or otherwise in violation of these Official Rules) will result in disqualification and prize forfeiture without compensation of any kind. In such event, an alternate potential winner will be selected via random drawing from among all remaining eligible entries received.

6. TAXES: Taxes on prize are also the winner's sole responsibility. Winner will be issued an IRS 1099 Tax Form for the total value of the prize, and winner agrees to fully cooperate with Sponsor relative to compliance with all applicable governmental reporting requirements (including completion of IRS W9 Form, upon request). No prize substitution except by Sponsor in its sole discretion and only then for prize of equal or greater value. Prize is not transferable without Sponsor's written consent; such consent may be granted or withheld in Sponsor's sole discretion and without liability of any kind.

Odds of winning depend on the total number of eligible entries received.

7. ELIGIBILITY: Employees, officers and directors of Sponsor, its parent company, subsidiaries, affiliates, divisions, agencies and as well as the immediate family members of such persons (defined as parent, child, sibling, spouse) are not eligible to enter or win the prize in the Sweepstakes. Void where prohibited by law.

8. CONDITIONS OF PARTICIPATION: Sponsor's computer is the official clock for purposes of the Sweepstakes. Sponsor and its agencies assume no responsibility for (a) any incomplete, incorrect, or inaccurate information whether caused by web site users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error; (b) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of any web site and/or entries; (c) lost, late, garbled, corrupted, inaccessible, incomplete, stolen, damaged, or misdirected entries (all of which are void) and (d) any problems or technical malfunctions of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, programming, or failure of e-mail on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof, or for injury or damage to entrant's or to any person's

computer (or any information/materials stored therein) related to or resulting from downloading materials from any web site or participating in Sweepstakes. Sponsor's failure to enforce any provision of these Official Rules in each circumstance will not constitute the waiver of such provision.

9. **FORCE MAJEURE:** If, for any reason, the Sweepstakes (or any part thereof) cannot be conducted as planned for any reason beyond Sponsor's control (e.g., fraud, tampering, natural disaster, civil commotion, riot), Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and conduct the Sweepstakes and select the prize winner from among all eligible entries received prior to the action taken by Sponsor or otherwise in a manner which is fair, equitable and in accordance with these Official Rules, as determined by Sponsor in its sole discretion. Notice of such action by Sponsor will be posted on sponsor's website.

CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY WEBSITE, UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES OR OTHERWISE DEFRAUD SPONSOR IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW IN ADDITION TO DISQUALIFICATION OF SUCH PERSON FROM THE SWEEPSTAKES.

10. **RELEASES:** By accepting the prize, winner agrees to the use by Sponsor and its designees of his/ her name, address (city, state), likeness, voice, photograph, other indicia of persona or any statements that winner makes about the Sweepstakes, Sponsor or prize for advertising/publicity/trade purposes in any and all media whether or not currently known, without further compensation or notice, except where prohibited by law.

11. DISPUTE RESOLUTION/GOVERNING LAW: To the fullest extent permitted by law, by participating in the Sweepstakes, you agree that: (a) any action at law or in equity arising out of or relating to these Official Rules or this Sweepstakes shall be filed exclusively in the federal or state courts situated in Madera County, CA and you hereby consent and submit to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action; (b) any such action shall be resolved individually, NOT as part of a class action; (c) any claims/judgments/awards shall be limited to actual out-of-pocket costs incurred (if any), but NOT attorneys' fees. These Official Rules and this Sweepstakes shall be governed by the internal, substantive laws of the State of California, i.e., without regard to conflict of law/choice of law provisions of the State of California or any other jurisdiction.

Buyer Signature X _____

Buyer Signature X _____