

**ACKNOWLEDGMENT AND CONSENT**

THIS ACKNOWLEDGMENT AND CONSENT (“Acknowledgement and Consent”) is made and given as of \_\_\_\_\_, 2022 (the “Effective Date”), for the sole benefit of the **MISSOURI HOUSING DEVELOPMENT COMMISSION**, a corporate and body politic of the State of Missouri (“Program Administrator”) by \_\_\_\_\_ (“Servicer”), each a “Party” and collectively the “Parties”.

**RECITALS**

1. Pursuant to §3206 of the American Rescue Plan Act of 2021, Congress established in the Department of the Treasury and funded a Homeowner Assistance Fund (“HAF”) to mitigate financial hardships associated with the coronavirus pandemic by providing appropriated funds to eligible entities for, among other purposes preventing homeowner mortgage delinquencies, defaults, and foreclosures through “qualified expenses” related to mortgages and housing, which include financial assistance to allow a homeowner to reinstate a mortgage or to pay other housing-related costs related to a period of forbearance, delinquency, or default.
2. Program Administrator is a participating agency for the distribution of certain of the HAF funds and has adopted a state mortgage assistance program (“MO HAF”) to guide such distribution of funds.
3. Servicer services residential mortgage loans of borrowers who are delinquent or in default, forbearance or deferral and who may be eligible for receipt of HAF funds from the Program Administrator.
4. Program Administrator and Servicer desire to cooperate to facilitate the timely distribution of HAF funds to Servicer for the account of eligible borrowers to enable the borrower to cure outstanding arrearages and cause the reinstatement of the mortgage loan or to pay other housing-related costs related to a period of forbearance, delinquency, or default assistance, in accordance with the principles and processes outlined in this Acknowledgement and Consent.

**ACKNOWLEDGEMENT AND CONSENT**

NOW, THEREFORE, in consideration of the foregoing recitals, the undersigned acknowledges and consents to:

1. **Borrower Eligibility.** Program Administrator has sole authority to determine whether a borrower is eligible for HAF funds, for how much and for what purpose(s). This includes but is not necessarily limited to potential availability of HAF funds to cure a particular borrower’s arrearages or to pay other housing-related costs related to a period of forbearance, delinquency, default, or bankruptcy.
2. **Loan Servicing.** Servicer has the sole responsibility to service any mortgage loans determined to be eligible for and receiving HAF funds where the Servicer is the servicing entity for the eligible borrower under applicable law and in accordance with a third-party servicing agreement or other contractual arrangements. Servicing includes the determination of amounts of either any outstanding arrearages that the eligible borrower may owe on a mortgage loan in order to reinstate the mortgage loan or to enable the borrower to pay other housing related costs related to a period of forbearance, delinquency, or default. In servicing the Loans, the Servicer will:
  - (a) conduct any transfer of servicing rights pertaining to mortgage loans covered under this Acknowledgement and Consent in accordance with Regulation X implementing the Real Estate Settlement Procedures Act;

- (b) remit any surplus of HAF funds exceeding \$500.00 received for any eligible borrower back to the Program Administrator within thirty (30) days of receiving the funds;
- (c) obtain all proper authorization and consent from eligible borrowers necessary to service the mortgage loan;
- (d) comply with all applicable laws, rules, and regulations, including but not limited to laws, rules, and regulations pertaining to mortgage servicing, HAF, or other state or federal mortgage assistance relief;
- (e) cooperate with the Program Administrator to investigate and remediate mortgage loans where the eligibility of borrowers may be determined to be based on fraudulent or misleading information;
- (f) have established an internal privacy and data security policies in line with standard industry practices to ensure borrower information is protected, and provide a copy of such policy to Program Administrator upon request;
- (g) ensure any sub-servicing entities (if applicable) comply with the conditions set forth in this Acknowledgment and Consent;
- (h) provide Program Administrator with a completed IRS W-9.

3. Borrower Consent. Program Administrator will obtain borrower consent, in the form attached to this Acknowledgment and Consent as Exhibit A, authorizing Servicer to share with Program Administrator information about the status of borrower's mortgage loan for the determination of the borrower's eligibility to receive HAF funds and, if so, for how much and what purpose(s), including but not necessarily limited to borrower's public and non-public personal information contained in or related to my mortgage loans, insurance policies and associated premiums, tax and homeowner payment obligations.

4. Sub-Servicers. Servicer is authorized to utilize sub-servicing entities for any portion of its mortgage servicing activities, including with respect to MO HAF. Servicer must notify the Program Administrator of any sub-servicer and provide written attestation that the sub-servicer is authorized to perform mortgage service activities on behalf of the Servicer. The Servicer shall remain liable at all times for compliance with the terms outlined in this Acknowledgement and Consent.

5. Reporting. Program Administrator may be required to provide information or reports to state or federal government authorities. Servicer shall provide all information, including obtaining any applicable information from any sub-servicer, in form and substance that may be reasonably required by the Program Administrator and all information that is legally required within thirty (30) days of request or if such information is not of the nature that it can be provided within that period, than such additional time as the Program Administrator might allow in its sole discretion.

6. Termination. This Acknowledgment and Consent is entered into voluntarily. Either Party has the right to terminate the Servicers participation in MO HAF for any reason upon thirty (30) days notification. Notwithstanding the foregoing, the Program Administrator reserves the right to terminate the authority of the Servicer or any sub-servicer to participate in the MO HAF program immediately and without notice, if the Program Administrator determines in its reasonable discretion that Servicer or sub-servicer is not in compliance with any laws, rules, or regulations, including but not limited to those surrounding HAF.

7. HAF Fund Distribution. The method, manner and timing of HAF payments shall be subject to the sole and absolute discretion of the Program Administrator and the Program Administrator shall in no way be liable to the Servicer or any eligible borrower for any continued expenses pertaining to any forbearance, delinquency, or default that may currently exist or result from a delay in the delivery of HAF funds. Program Administrator reserves the right to determine if excess or ineligible funds have been paid and to request their reimbursement or other application in Program Administrator's sole discretion.

8. Nonpublic Personal Information. All communication that includes borrower's "Nonpublic Personal Information" between Program Administrator and Servicer will be through encrypted email, secure loan port or other similar secure electronic delivery system. In accordance with HUD, privacy, telemarketing, and information security laws, regulations, and guidelines, Program Administrator and Servicer will maintain or implement appropriate measures designed to (a) ensure the security and confidentiality of any Nonpublic Personal Information it receives from the other party, including, without limitation, appointing a manager or group to coordinate compliance with the confidentiality obligations herein, (b) protect against any anticipated threats or hazards to the security or integrity of such information, including, without limitation, implementing necessary screening and background checks for individuals that may access or use the Nonpublic Personal Information as permitted by this Acknowledgement and Consent, (c) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to the subject of such information, (d) ensure the proper disposal of all Nonpublic Personal Information received from the other party upon the termination of this Acknowledgement and Consent for any reason, unless the information is required to be retained for legal or regulatory record retention purposes, (e) treat the Nonpublic Personal Information with at least the same degree of care that it uses to protect its own confidential and proprietary information of a similar nature but with no less than a reasonable degree of care, and (d) implement or utilize appropriate technological safeguards that are at least in compliance with the Gramm-Leach Bliley Act as well as any generally recognized industry standards. For the purposes of this Acknowledgement and Consent, the term "Nonpublic Personal Information" is any information received from or provided by the other party which pertains to or identifies an individual, such as a name, postal address, e-mail or IP address, facsimile or phone number, mother's maiden name, social security or identification number, transactional, employment, or financial data, medical or health records, personal, gender, political, profile, account, and password information.

9. Successors. This Acknowledgment and Consent, together with the agreements contained herein, inures to the benefit of all Lenders, their successor, and assigns.

10. Applicable Law. MO HAF and this Acknowledgment and Consent will be governed by and construed in accordance with the substantive laws of the State of Missouri without regard to conflict of laws.

11. Counterparts. This Acknowledgment and Consent may be executed in counterparts, and all counterparts constitute but one and the same document.

[SIGNATURE PAGE FOLLOW]

EXECUTED as of the Effective Date.

**SERVICER:** \_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

**EXHIBIT A**

**Borrower Consent Form**

[See attached page]

# HOMEOWNER ASSISTANCE FUND

## *Borrower Consent Form*

“I” and “My” means and refers to individually and collectively the undersigned Owner and Co-Owner (if any), and any non-owner borrower identified below.

“Servicer” means the first mortgage lender/servicer identified below.

“Third Party” means individually and collectively the third parties (including their employees, contractors, subcontractors, agents, successor, and assigns) identified below.

I authorize the Servicer and any Third Party to obtain, share, release, discuss, and otherwise provide to and with each other and with my public and non-public personal information contained in or related to my mortgage loans, insurance policies and associated premiums, tax and homeowner payment obligations. This information may include (but is not limited to) the name, address, telephone number, social security number, credit score, credit report, income, government monitoring information, loss mitigation application status, account balances, program eligibility, and payment activity of the Owner and non-owner borrower. I also understand and consent to the disclosure of my personal information and the terms of any applications, agreements, or other communications under Homeowner Assistance Fund Programs by Servicer or State HFA to the U.S. Department of the Treasury or their agents in connection with their responsibilities under the American Rescue Plan Act of 2021.

The Servicer and any Third Party is authorized to take such steps as it may deem reasonable to verify the identity of a Third Party, but has no responsibility or liability to verify the identity of such Third Party. The Servicer also has no responsibility or liability for what a Third Party does with such information.

**Before signing this Third Party Authorization, beware of foreclosure rescue scams!**

- A HUD-approved housing counselor, HFA representative or other authorized third party may work directly with the Owner’s lender/mortgage servicer.
- The Owner can visit <https://www.hud.gov/findacounselor> to identify a HUD-approved housing counseling agency.
- Beware of anyone who asks for a fee in exchange for a counseling service or modification of a delinquent loan.

All owners and non-owner borrowers should sign this Borrower Consent. This Borrower Consent is not revocable except as otherwise required by applicable law.

**First Mortgage Lender/Servicer Name:**

**Account/Loan Number:**

**Second Mortgage Lender/Servicer Name:**

**Account/Loan Number:**

**Property Address:**

**State HFA Entity:** Missouri Housing Development Commission

**State HFA Contact Number:** 816-759-6600

**Other Third Party: (leave blank)**

**Third Party Contact Name and Phone Number: (leave blank)**

**I UNDERSTAND AND AGREE WITH THE TERMS OF THIS BORROWER CONSENT:**

**Owner**

**Name:**

**Signature:**

**Date:**

**Co-Owner**

**Name:**

**Signature:**

**Date:**