

2016 Mortgage Tax Credit Certificate Program Participation Agreement



THIS AGREEMENT is made and entered into as of the _____ day of _____ 20_____, by and between the Ohio Housing Finance Agency, a public body corporate and politic, Columbus, Ohio (hereinafter referred to as the "Agency" or "OHFA") and _____ (hereinafter referred to as the "Participant").

WITNESSETH:

WHEREAS, the Tax Reform Act of 1984 established the Mortgage Credit Certificate (hereinafter referred to as "MCC") Program as a means of assisting qualified individuals with the acquisition of new and existing single family housing; and

WHEREAS, by resolution adopted September 20, 2015, the Agency has established an MTC/MCC Program; and

WHEREAS, the Participant wishes to participate in the MCC Program administered by the Agency in connection with financing it will make available for the acquisition of new and existing single family housing.

NOW, THEREFORE, in consideration of the promises set forth herein, the parties agree as follows:

1. An annual non-refundable Participation Fee of \$1,000 will be required to participate in the MTC/MCC Program. The annual fee is due April 1 of each year. This fee should be remitted along with the signed and completed Participation Agreement. Checks should be made payable to the Ohio Housing Finance Agency. The fee will be pro-rated quarterly for Participants that join after July 1 of each year.
2. Please send signed and completed Participation Agreement and Participation Fee to Homeownership Business Relations Manager, Ohio Housing Finance Agency, 57 East Main Street, Columbus, Ohio 43215.
3. The Agency hereby appoints the Participant as its agent for receipt and processing of applications for MTC/MCC's under the MTC/MCC Program.
4. The Participant will make information regarding the MTC/MCC Program available to potential borrowers. The Participant will process and review the application of any potential borrower in order to determine eligibility for the MTC/MCC Program.
5. The Participant will obtain from the borrower all documents and information required for the application for and receipt of the MTC.
6. The Participant will perform all investigation and verification that it would normally perform for underwriting the financing of a loan offered by the Participant.
7. The Participant will conduct such reasonable investigation as is necessary to certify that the borrower has satisfied all requirements of the MTC/MCC Program, including those imposed by temporary and permanent regulations issued pursuant to the Internal Revenue Code and OHFA eligibility requirements.
8. The Participant warrants that it is familiar with and agrees to comply with the Internal Revenue Code and all temporary and permanent regulations issued pursuant thereto applicable to the MTC/MCC Program as well as all provisions of state law applicable to the MTC/MCC Program. The Participant hereby agrees to comply with all provisions of the Internal Revenue Code, state law, and all applicable regulations.
9. The Participant hereby agrees to comply with the MTC/MCC Guide and Term Sheets currently in effect or that may become effective in the future.
10. The Participant hereby agrees that the Agency and its agents have the authority to examine and inspect all books and records in Participant's possession relating to any MTC and the MTC/MCC Program. The Participant hereby agrees to grant the Agency and its agent's access to such books and records during normal business hours upon Agency request.
11. The Participant will charge a potential borrower applying for an MTC only those reasonable fees that would be charged to a potential borrower applying for financing not provided in connection with a MTC.
12. The Participant will remit the MTC fee to OHFA, as specified in the MTC Term Sheets. While not required, should the Participant elect to assess this fee to the borrower, may not be greater than \$500 per borrower.
13. The Participant will comply with terms, rates, fees, and annual credit rates as outlined in the MTC Term Sheets.
14. The Participant hereby agrees that it will immediately forward to OHFA all information which it may receive during the life of the mortgage loan which would indicate that the borrower may have made a misrepresentation in applying for a MTC, or other conditions that may affect the borrower's continued eligibility for a MTC.
15. This Agreement shall remain in full force and effect until terminated or until the 2016 MTC Program funds have been exhausted. The Participant may terminate this Agreement, without cause, upon sixty (60) days written notice to OHFA. Further, OHFA may immediately terminate this Agreement and prohibit the Participant from participating in the MCC Program upon the Participant's failure to comply with the terms and conditions of this Agreement and upon written notice from the Agency. No amendment to this Agreement shall be effective unless in writing and signed by both parties hereto.

THIS AGREEMENT is entered into as of the day and year written above.

Traditional MCC MCC Plus

[Name of entity]

Ohio Housing Finance Agency

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

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Company Name: _____

Primary Contact Person: _____

Home Office Address: _____

City/State/Zip: _____ Phone: _____

Fax: _____ E-Mail: _____

Please check one of the following:

- I currently participate in the OHFA program and would like my branch information automatically transferred to the MCC web site listing in addition to the information listed below.
- I do not currently participate in OHFA program or do not wish to have my information transferred to the MCC web site. Please use the information program below for my company.

	Location of Origination Office (Street or Mailing address)	Origination Office Contact Person	Telephone	Email Address	Counties served by this office (Please do not indicate all 88 counties)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

(Please use additional sheets if necessary)