

DOCUMENT PREPARATION AGREEMENT
NEW HAMPSHIRE HOUSING FINANCE AUTHORITY
CASH ASSISTANCE MORTGAGE PROGRAM

This “Agreement” is between New Hampshire Housing Finance Authority (New Hampshire Housing), 32 Constitution Drive, Bedford, NH 03110, and the “Document Preparer” named below (collectively “the Parties”).

Document Preparer

Name: _____

Address: _____

RECITALS

1. New Hampshire Housing offers Home *Flex* Plus and Home *Preferred* Plus to eligible homebuyers who want “Cash Assistance” for down payment or closing costs. These programs included two separate mortgages.
 - a. **First Mortgage:** Which can either be a Home *Flex* Plus or Home *Preferred* Plus Mortgage, which will be a loan that meets New Hampshire Housing’s “Program Guidelines.” The Participating Lender closes the First Mortgage in its name and then sells that mortgage to New Hampshire Housing. This mortgage and the Participating Lender’s actions related to this mortgage are governed by the MLPA.
 - b. **Cash Assistance Mortgage:** The “Cash Assistance Mortgage” is the second mortgage, which is a loan being made by New Hampshire Housing to the borrowers for the Cash Assistance. The Cash Assistance Mortgage is not being made by the First Mortgage lender. The First Mortgage lender will act as New Hampshire Housing’s Document Preparer for the Cash Assistance Mortgage. The role of Document Preparer is governed by this Agreement.
2. To efficiently administer the Cash Assistance Mortgage program, New Hampshire Housing needs certain disclosures and legal documents (the Cash Assistance Mortgage Documents) to be prepared; signed; and, in some cases; recorded at the registry of deeds. The Document Preparer has agreed to fulfill these functions.
3. The Document Preparer is serving two legally distinct and separate roles with the First Mortgage:
 - a. As the lender for either the Home *Flex* Plus or Home *Preferred* Plus First Mortgage;
and
 - b. As the Document Preparer for the Cash Assistance Mortgage.

This Agreement relates only to the Document Preparer role. A separate contract, the Mortgage Loan Purchase Agreement (MLPA), governs the role of the Participating Lender for the First Mortgage.

4. This Agreement serves the following basic purposes:

- a. To clearly enumerate that the Parties agree that, in connection with the Cash Assistance Mortgage, New Hampshire Housing is the lender, and the Document Preparer is simply providing New Hampshire Housing with fee-for-service administrative help; and
- b. To ensure that New Hampshire Housing, a public instrumentality of the State of New Hampshire, preserves all of the legal exemptions and other benefits that New Hampshire Housing is entitled to as a public instrumentality and specifically as a housing finance agency.

AGREEMENT

For consideration, the Parties agree as follows.

1. **Lender:** For all purposes with the Cash Assistance Mortgage, New Hampshire Housing is and shall be considered the lender. Therefore, New Hampshire Housing will provide the Document Preparer with required Cash Assistance Mortgage Documents and with instructions for creating, executing, and, when appropriate, recording the Cash Assistance Mortgage Documents.
2. **Document Preparer:** For all purposes with the Cash Assistance Mortgage, the Document Preparer: i) is and shall be considered a fee-for-service document preparer; and ii) **is not and shall not be considered the lender.** The Document Preparer shall not make any credit decisions for the Cash Assistance Mortgage. If a borrower applies for and qualifies for either the Home *Flex* Plus or Home *Preferred* Plus Mortgage, the borrower automatically qualifies for the Cash Assistance Mortgage. In fulfilling this Agreement, the Document Preparer is not acting as New Hampshire Housing's agent; rather, the Document Preparer is acting as a fee-for-service contractor.
3. **Cash Assistance Mortgage Documents:** There will be two types of Cash Assistance Mortgage Documents.
 - a. **Documents required by the regulators such as the Consumer Finance Protection Bureau.** The Document Preparer shall use the model documents provided by New Hampshire Housing without altering them other than providing the specific information required to complete the documents, including borrowers and loan information. These documents include the "Loan Estimate" and the "Closing Disclosure."
 - b. **Documents required by New Hampshire Housing.** New Hampshire Housing shall provide the Document Preparer with the forms for those documents and instructions for processing those documents. The Document Preparer shall use the New Hampshire Housing provided forms without altering them other than providing the information required to complete the documents, including borrower information and loan information.
4. **Payment for Service:** New Hampshire Housing shall pay the Document Preparer \$100 for each Cash Assistance Mortgage. The fee shall be paid when New Hampshire Housing purchases the Home *Flex* Plus or Home *Preferred* Plus Mortgage.
5. **Program Guidelines:** The Document Preparer shall follow any written Program Guidelines from New Hampshire Housing that apply to the Cash Assistance Mortgage.

6. **Indemnification:** Provided the Document Preparer follows New Hampshire Housing’s instructions, New Hampshire Housing shall defend, indemnify, and hold harmless the Document Preparer against loss or threatened loss or expense by reason of the liability or potential liability of the Document Preparer asserted by third parties as a result of the services provided by the Document Preparer herein. This indemnification shall not apply to claims, complaints or demands caused by the gross negligence or willful misconduct of the Document Preparer. To exercise the rights described in this paragraph, Document Preparer shall notify New Hampshire Housing in writing of any and all claims, complaints or demands within 30 days of when the Document Preparer has received notice of such. In defending any claim or demand under this paragraph, Document Preparer agrees to use counsel reasonably acceptable to New Hampshire Housing. The settlement of any claim or demand must be approved in advance by New Hampshire Housing.
7. **Severability:** If any provision of this Agreement is, held to be unenforceable by any court or agency, all remaining provisions of this Agreement shall remain effective and shall be read to fulfill the Parties’ intentions of the Agreement.
8. **Choice of Law:** This agreement shall be interpreted under the laws of the State of New Hampshire.
9. **Entire Agreement.** This Agreement contains the entire agreement between the Parties concerning the Cash Assistance Mortgages.
10. **Termination:** This Agreement may be terminated by either party. The party wishing to terminate shall send the other party written notice of intent to terminate. Given that loans might already be in process, New Hampshire Housing shall then set the actual termination date and the process that the Parties will follow to ensure an orderly termination without any adverse impact on existing loans or loan reservations.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date written below.

DOCUMENT PREPARER

**NEW HAMPSHIRE HOUSING
FINANCE AUTHORITY**

Name of Preparer (Company Name)

Signature

Ignatius MacLellan
Managing Director, Homeownership

Name of Authorized Signer

Title

Date of Execution

Date of Execution