MORTGAGE CREDIT CERTIFICATE PROGRAM

Lender Participation Agreement

THIS AGREEMENT made and entered into as of the Click here to enter text. day of Click here to enter text., 20Click here to enter text., by and between the Iowa Finance Authority, an agency and instrumentality of the State of Iowa (hereinafter referred to as the “Authority” or “IFA”) and

Click here to enter text. (hereinafter referred to as the “Lender”).

WITNESSETH:

WHEREAS, the Mortgage Credit Certificate (hereinafter referred to as “MCC”) Program under Section 25 of the Internal Revenue Code of 1986 as amended (the “Code”) provides a means of assisting qualified individuals with the acquisition of new and existing single family housing; and

WHEREAS, pursuant to Chapter 16 of the Code of Iowa 2011, as amended, the Authority is authorized to issue MCCs and administer the MCC Program for the State of Iowa; and

WHEREAS, by resolution adopted September 5, 2012, the Authority has established the MCC Program; and

WHEREAS, the Lender wishes to participate in the Mortgage Credit Certificate Program administered by the Authority, consistent with the terms of this Agreement, the requirements of the Code, and the requirements set forth in the Authority’s Mortgage Credit Certificate Program Guide, as amended (the “Program Guide”);

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

1. The Authority hereby appoints the Lender as its agent for receipt and processing of applications from customers of the Lender for MCCs under the MCC Program.

2. The Lender will make information regarding the MCC Program available to potential Mortgagors. The Lender will process and review the application of any potential Mortgagor in order to determine eligibility for the Program, consistent with applicable requirements of the Code and the Program Guide.

3. The Lender will obtain from the Mortgagor all documents and information required for the application for and receipt of an MCC as directed by IFA.

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4. The Lender will perform all investigation and verification that it would normally perform for underwriting of any financing not provided in connection with an MCC.

5. The Lender will conduct such reasonable investigation as is necessary to certify that the applicant has satisfied all requirements of the MCC Program, including those imposed by temporary and permanent regulations issued pursuant to the Internal Revenue Code and IFA eligibility requirements detailed in the Program Guide.

6. The Lender warrants that it is familiar with the Internal Revenue Code and all temporary and permanent regulations issued pursuant thereto applicable to the MCC Program as well as all provisions set forth in the Program Guide. The Lender hereby agrees to comply with all provisions of the Internal Revenue Code, state law, and applicable regulations and guidelines, including but not limited to the Program Guide and accompanying Program Documents currently in effect or that may become effective in the future.

7. The Lender hereby agrees to comply with all data and record retention and all reporting requirements applicable to the MCC Program which are required by the Code, all temporary and permanent regulations, state law, and IFA guidelines, including but not limited to the Program Guide and Program Documents currently in effect or that may become effective in the future.

8. The Lender hereby agrees that the Authority and its agents have the authority to examine and inspect all books and records in Lender’s possession relating to any Mortgage Credit Certificate and the MCC Program. The Lender hereby agrees to grant the Authority and its agents access to such books and records during normal business hours upon its request.

9. Except as provided in Paragraph 10 of this Agreement, the Lender will charge a potential Mortgagor applying for an MCC only those fees for processing of the financing as would be charged to a potential Mortgagor applying for financing not provided in connection with an MCC.

10. The lender may collect compensation for costs incurred in processing the MCC in accordance with the fee schedule set forth as in the MCC Fee Schedule located in the Program Guide. This fee schedule is subject to change periodically at the discretion of IFA. The lender shall remit the borrower’s application fee to IFA with the MCC request. For those MCCs requested in conjunction with an IFA first mortgage, the borrower’s application fee shall be waived.

11. The Agreement shall remain in full force and effect until the earlier of one year or until terminated. The Lender or IFA may terminate this Agreement without cause, upon sixty (60) days written notice to the other. Further, IFA may immediately terminate this Agreement and prohibit the Lender from participation in the MCC Program upon the Lender’s

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failure to comply with the terms and conditions of this Agreement, the Code, or the Program

Guide, effective upon written notice from the Authority. No amendment to this Agreement

shall be effective unless in writing and signed by both parties hereto; provided, however, the Authority may change the Program Guide at any time in its sole discretion without consent of the Lender.

12. The Lender hereby agrees that repayment of any loan made in conjunction with

the MCC Program is the responsibility of the Mortgagor and payment of such loans does not

constitute an indebtedness of IFA or a charge against its general credit or other assets of the State of Iowa.

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

Click here to enter text.

(Lender)

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

Its: Click here to enter text.

(Title)

**Iowa Finance Authority**

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

Executive Director

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