

ACCESS TO HOME

Intake Application and Agreement

Name: _____

Address: _____

Phone number: _____

Date of birth: _____

E-mail address if you wish to use e-mail: _____

Name and age of all household members:

Name	Age	Relationship to Applicant
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1.	_____	_____
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2.	_____	_____
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3.	_____	_____
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4.	_____	_____
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5.	_____	_____
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6.	_____	_____
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7.	_____	_____
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8.	_____	_____
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Annual household income (include all individuals in household) _____

Household Income

List current household income using the chart below as a guide.
Please include information for all persons living in the household.

Source	Monthly amount	Recipient	Office Use Only
Wages			
Wages			
Social Security/SSI			
Social Security/ SSD			
Public Assistance			
Unemployment			
VA Benefits			
Pension/Retirement			
Alimony			
Child Support			
Workers Compensation			
Rental Income			
Other			
Other			
Totals:			

Provide copies of:

- Current paystub/SSI statements and all other evidence of current income as detailed above.
- Current or most recent completed tax returns.

(Said information will be necessary for you and all individuals residing in the house.)

Assets

Assets are cash or non-cash items that can be converted to cash. Examples of assets are as follows: bank accounts, stocks, bonds, life insurance with cash value, rental properties , IRA's, lump sum receipts (capital gains, lottery winnings, insurance settlements), and personal property held as an investments. Please list any income from these assets in the income section.

Household member	Asset Description	Current cash value	Annual Asset Income/ Interest
	Checking acct		
	Savings acct		

Do you own or rent your home: _____

Please provide a copies of :

- **current recorded deed,**
- **paid real estate tax receipts**
- **proof of current home owner's insurance.**

If you rent landlord information and consent will be required.

Landlord name, address and telephone number: _____

If you rent provide a copy of your current lease.

Disability/health concerns: _____

Modifications you are requesting and why: _____

It may be necessary for you to submit a clinical justification for your requested improvements. This will involve obtaining a written document from your doctor outlining the need for the modifications. The doctor should indicate, if applicable, that the modifications are needed for you to live safely in your home and whether or not you may be at risk if the same are not completed. You will be contacted if this is necessary for your application.

Are you currently residing in a nursing home or assisted living facility: _____

How did you hear about the program: _____

Please send the completed form along with all requested documents to:

**People Inc.
Access to Home
3131 Sheridan Drive
Amherst, NY 14226**

**If you have any questions please contact Angela Kunz at
716-880-3834**

Representations of Applicant

I understand the following responsibilities and make the following representations:

1. I certify that I am the owner of the property to be improved and agree to the terms hereof and the deferred loan.
2. I certify that information provided in this application is true and contains no false misrepresentations.
3. That I will cooperate with all reasonable requests concerning this application and subsequent grant and execute any additional consents and documentation that may be required.
4. That I understand that Access to Home has a five (5) year regulatory period, with a maximum of \$25,000 per unit. I will be responsible to maintain my property in good order and condition with all necessary repairs and improvements made in a timely manner and that I shall not move, demolish or alter the improvements made herein without prior written consent of People Inc. In the event that the unit becomes vacant during the Regulatory Period it shall be marketed or made available to persons of low income as defined under New York State Law. I understand that I will have to repay the Deferred Loan if these items are not complied with. I understand the term of the Deferred Loan. I will provide access to the property during the Regulatory Period
5. I will execute a Deferred Loan Agreement and a Declaration relative to Regulatory Period obligations. The Regulatory period will run Five (5) years from the date of the last disbursement.
6. I will have an ongoing obligation during the application and Regulatory Period to advise People Inc. of any changes in my ownership or occupancy of the property and repairs to the residence. I understand that I may face repayment if these items are not complied with. Failure to comply will constitute a breach of the Deferred Loan Note executed as part of this Agreement and I will face repayment.
7. I understand that in the event that the grant is approved there will be a bidding process as required by law which People Inc. will arrange. I will sign a contract with a contractor and I agree to make the premises available for any work to be completed. I understand People Inc. and HTFC is not responsible for the Contractor or any work to be performed.
8. If my application is approved, fees that are reasonably incurred in the processing of my application and implementation of any grant, such as but not limited to recording fees, requests for copies etc. will be paid from the Deferred Loan.
9. That the Declaration may be recorded at the County Clerk's Office at any time during the Regulatory Period declaring the existence of the Regulatory Period. I understand that if said document is recorded it may have an impact on refinancing or sale of the property and I can make a request for any such declaration to be subordinated to any new mortgages, however, I understand that this may not be granted.
10. I certify that I have read and understand the pamphlet titled "Renovate Right" provided with this application.

Dated: _____

Dated: _____

EXHIBIT F

NEW YORK ACCESS TO HOME PHOTOGRAPH RELEASE

For valuable consideration received, I, _____ (print name), give right to New York State Housing Trust Fund Corporation (“HTFC”), or any other agency involved in the grant and People Inc. the unrestricted right to use, for any lawful purpose, any photographs taken of the property listed below, which I own and/or for which I have the authority to grant such permission, and to use my name in connection therewith if it so chooses.

I release and discharge HTFC and People Inc, from any and all claims or causes of actions arising from the use of such photographs, including without limitation claims for libel or invasion of privacy.

I am eighteen (18) years of age or older. I have read this release and understand its contents. This release is binding upon my heirs, successors and assigns.

Property: _____

Date: _____

Witness: _____

Signed: _____

Address: _____

**ACCESS TO HOME
Promissory Note
Deferred Loan Agreement**

Total Grant Amount \$ _____

Applicant Name _____

Owner Name(s) if different than Applicant _____

Property Improved by Grant: _____

Owner Address if Different than Property Address to Be Improved _____

Owner Occupied Properties

I/we the undersigned, hereby agree not to sell, transfer, or move from the property located at _____ in the Town/Village/City of _____

_____, SBL # _____

being modified with Access to Home funds provided by People Inc. for a period of five (5) years from the date of this Agreement (Regulatory Period). Should I/we sell or fail to utilize the above described property as my/our primary residence at any time within the specified duration of the Regulatory Period, I/we agree to repay the grant amount to People Inc according to the following schedule. I further understand that if within the above specified period of time I default on my obligations under the Regulatory Period or my property is sold by either my estate or my heirs, the person or estate selling the property will repay the grant amount to People Inc. according to the following schedule:

- Anytime within year 1 amount of loan due back 90%
- Anytime within year 2 amount of loan due back 80%
- Anytime within year 3 amount of loan due back 60%
- Anytime within year 4 amount of loan due back 40%
- Anytime within year 5 amount of loan due back 20%

Rental Units

If the unit is sold within the five (5) year Regulatory Period, the Owner agrees to repay the grant amount pursuant to the above schedule. If the unit is vacated by the Applicant during the Regulatory Period, the Owner must continue to rent the unit to low income households for the duration of the recapture period and to aggressively market the unit to individuals

with physical disabilities or the Applicant or Owner must repay the grant amount pursuant to the above schedule.

People Inc., in consideration of the Access to Home grant awarded to it by the New York State Housing Trust Fund Corporation (“HTFC”), assigns all of its rights and remedies under this Deferred Loan Agreement to HTFC. In the event (i) the Access to Home Agreement entered into between People Inc. and HTFC is terminated for any reason, or (ii) HTFC, in its sole and absolute discretion, find deficient performance or inadequate management capacity on the part of People Inc., HTFC shall have the right to notify the Debtor under this Deferred Loan Agreement to make payments directly to HTFC and to enforce any and all obligations of the Debtor under this Agreement or any other loan instrument executed in connection herewith. Until such time as HTFC elects to exercise such rights by mailing to People Inc. and Debtor written notice thereof, People Inc. is authorized to collect all payments and enforce all rights under this deferred loan agreement.

Failure to comply with the terms of the Application and Agreement or Declaration entered into relative to this grant shall constitute an event of default hereunder. All repayments shall be due within ten (10) days of any event triggering repayment. This Note can be enforced against either or both the applicant and owner if different.

The Applicant and/Owner, are both individually responsible for any costs incurred but not limited to attorney fees and court costs incurred in enforcing this Agreement.

Dated: _____
Owner/Applicant

Dated: _____
Owner/Applicant

Dated: _____
Witness

ECCO CODE: 781\$50
No TP 584 or RP5217 needed

Record & Return to

Tracy S. Harrienger, Esq.
1219 North Forest Road
Williamsville, NY 14221

DECLARATION

THIS DECLARATION is made and executed this _____ day of _____, 20____.

WHEREAS, the undersigned is/are the owner(s) (“Owner”) of the premises described in Schedule “A” attached hereto and made a part hereof (“Premises”); and
WHEREAS, the Owner acknowledges that the Premises have been improved with monies provided by the New York State Housing Trust Fund Corporation (“HTFC”) under its New York State RESTORE Program (“Program”).

NOW THEREFORE, the Owner hereby declares that for a period of five (5) years (“Regulatory Period”) commencing as of the date hereof and terminating _____, 20____, (“Termination Date”), the Premises shall at all times be maintained in good operating order and condition, and all necessary repairs, renewals, replacements, additions and improvements shall, from time to time, be promptly made. Furthermore, during the Regulatory Period the Owner hereby declares the premises shall not be moved, demolished or altered without the prior written consent of the HTFC. The Owner also hereby declares that if the residential units that were improved under the Program become vacant during the Regulatory Period, they shall be marketed and made affordable to elderly low income individuals as defined by New York State Law.

THIS DECLARATION shall subordinate to a first mortgage granted to the Owner by a lending institution authorized to conduct business in the State of New York.

All the grants, covenants, terms, provisions and conditions herein shall run with the land binding all subsequent owners, encumbrances and tenants of the premises.

THIS DECLARATION shall automatically lapse on the Termination Date unless extended in writing and recorded in the Office of the Clerk of the County in which the premises are located.

IN WITNESS WHEREOF, this instrument has been signed the day and year set forth above.

OWNER(S): _____

State of New York)
County of _____) ss.:

On the _____ day of _____ in the year 20____ before me, the undersigned, a notary public in and for said state, personally appeared _____ personally known to me or proved to me on a basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as Donor, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public