



Suquamish Housing Program

Down Payment Assistance

Applicant Checklist

Name: _____

Date: _____

Submit the following documents with your completed application. Failure to provide the required documents will delay the processing of your application. An application date is assigned when a complete application and the required accompanying documents are submitted; please check the corresponding box indicating which of the following documents you submitted with this application. .

Application items required for Down Payment Assistance

- Application Certification
- Enrollment verification – copy of Tribal ID
- Release of Information
- Promissory Note
- Home Buyer Certification of Information <https://educatehomebuyers.org/>

Lender documents required for Down Payment Assistance

- Loan Application
- Pre-approval
- Home Inspection report
- Appraisal w/ original photos
- Environmental certification
- Good Faith Estimate
- Earnest Money Agreement
- If USDS Rural Development loan is involved, RD's mortgage commitment
- Preliminary Title Report, or Title Status Report (TSR) from the BIA

Contractor, Business, or Service Provider documents

- Information regarding the contractor, person or business that will be completing the work
- Detailed description of work that needs to be done or items that need to be purchased
- Total cost estimate of the project
- A copy of the Contractor's License
- Proof of License, Bond, Insurance of Contractor
- W9 for Contractor



Suquamish Housing Program
Down Payment Assistance

APPLICANT INFORMATION

Name: _____
(Last) (First) (Middle Initial) (Maiden Name if Applicable)

Current Address: _____
(Street) (P.O. Box if Any)

(City) (State) (ZIP Code)

Telephone Number: Home: (____) _____ Work: (____) _____

Date of Birth: ____/____/____ Social Security Number: ____-____-____
(Day/Month/Year)

Marital Status: Married Single Widowed Divorced

I am an enrolled Suquamish: YES NO Enrollment Number: _____

SPOUSE INFORMATION

Name: _____
(Last) (First) (Middle Initial) (Maiden Name if Applicable)

Date of Birth: ____/____/____ Social Security Number: ____-____-____
(Day/Month/Year)

He/She is an enrolled Suquamish: YES NO Enrollment Number: _____

HOUSING INFORMATION:

Refinancing Purchase Built Set-up

Type of Assistance: Down Payment Assistance home purchase

Existing Home New Construction Manufactured

Type of Home: Conventional Double Wide Mobile Home Single Mobile Home

List Square Footage: _____

Number of Bedrooms: One Two Three Four Five More than five



Suquamish Housing Program

Down Payment Assistance

Number of Bathrooms: One Two Three

Location of Lot/ home to be built/placed/ repaired on: _____

Certification of NO Lead base Paint? YES NO

Existing Home: Certification of Housing Quality? YES NO

Environmental Compliance Met? YES NO

Flood Plain Compliance Met? YES NO

Is this lot on INDIVIDUALTRUST LAND? YES NO

If YES, do you have a single ownership deed? YES NO

Is this lot on TRIBALTRUST LAND? YES NO

If YES, do you have a lease? YES NO

Is this lot on FEE SIMPLE (County) LAND? YES NO

If YES, do you have a deed? YES NO

If you answered YES to any above, please provide a copy along with your application.

BUILDER INFORMATION:

Builder / Business thorough which you will purchase this home? _____

Builder / Business address: _____

Builder / Business phone number: _____

Builder / Business Federal ID # or SS #: _____



Suquamish Housing Program
Down Payment Assistance

FINANCING INFORMATION:

Amount of Loan: \$_____ Amount of Down Payment Required: \$_____

Type of loan: Conventional HUD 184 FHA USDA

Name of **Financial Institution** financing the loan _____

Name of Contact Person: _____ Telephone# _____

Address: _____

Name of **Escrow** Company: (receiver of DPA check) _____

Name of Contact Person: _____ Telephone# _____

Address: _____

CONTRACTOR OR BUSINESS INFORMATION:

Contractor or Business _____

Contractor or Business address: _____

Contractor or Business phone number: _____

Contractor or Business ID # or SS #: _____

Cost estimate of Project: _____

GENERAL INFORMATION:

Have you ever received a DOWN PAYMENT ASSISTANCE from the Suquamish Tribe? YES NO

Are you current on all obligations to the Suquamish Housing Program? YES NO

If No, please annotate which program and amount of obligation _____

How much are you requesting in grant funds? \$ _____



Suquamish Housing Program
Down Payment Assistance

Release Authorization

I, authorize the release of information to the Suquamish Housing Program

To verify income, acquire documentation from realtor and lending institution as part of my home purchase or refinance, this authorization is valid for two years following the date of my signature.

Print Name Clearly _____

X _____
Signature of Applicant

Date

Print Name Clearly _____

X _____
Signature of Applicant

Date



Suquamish Housing Program

Down Payment Assistance

Applicant(s) Certification Form

I hereby swear and attest that all the information provided on this application is true and correct. I understand that this is not a contract and does not bind either party. If any information is found to be false or misleading, I understand that I will be disqualified from the program assistance and other legal actions may be taken against me.

Giving True and Complete Information

I certify that all the information provided is accurate and complete to the best of my knowledge.

Reporting on Prior Housing Assistance

I certify that I have disclosed if I received any previous tribal or federal housing assistance and whether or not any money is owed to any housing agency or to the Tribe. I certify that I did not commit any fraud, knowingly misrepresent any information, or vacate the housing unit in violation of a lease or other agreement in which I utilized tribal or federal housing assistance.

Funds Acknowledgement

I acknowledge all funds will be given directly to the lending institution or Title Company for down payment assistance or refinance assistance. These funds will be used exclusively for the purchase of a home or refinance of an existing home and any additional or leftover amounts will be returned to the SHP.

Cooperation

I know that I am required to cooperate in supplying all information needed to determine my eligibility. I understand failure or refusal to do so may result in delays or my disqualification for program assistance.

Criminal and Administrative Actions for False Information

I understand that knowingly supplying false, incomplete, or inaccurate information may be punishable under applicable laws and is grounds for termination from this program.

Documentation

The Suquamish Housing Program will determine my eligibility for this program when my application is complete. All documentation and application information required must be completed and returned with my application form. I understand that funds will be expended on a "first come, first served" basis.

Signature and Date of All Household Adults

1) _____

2) _____

3) _____

4) _____



Suquamish Housing Program

Down Payment Assistance

PROMISSORY NOTE

FOR FUNDS RECEIVED, the undersigned, _____ (hereinafter referred to as "Grantee") whose current mailing address is _____ promises to pay to the order of **Suquamish Housing Program, Department of Community Development, Suquamish Tribe at P.O. Box 498 Suquamish WA 98392** the total sum of \$ _____ which sum shall be paid in United States Dollars. The original grant amount will be forgiven in increments on the anniversary of this Promissory Note, as set forth below.

If Grantee sells the property, which they utilized the Tribe's Down payment assistance program grant funds to purchase:

1. Before 5 years since the date of purchase 80% of the original grant amount shall be due and payable;
2. After 5 years, but before 10 years, 60% of the original grant amount shall be due and payable;
3. If proceeds from a home sale are used to purchase a new primary residence, Grantee does not have to pay back any of the original grant amount back;
4. After 10 years from date of purchase, Grantee's obligations pursuant to this promissory note are forgiven.

Each and every party to this instrument, either as Grantee, Endorser, Surety, or otherwise, hereby assents to any extension or postponement of the time of payment or any other indulgence granted or permitted by the holder.

The loan shall be repaid at the rate of \$ _____ per month. The Payment term shall not exceed five (5) years.

In the event of any default of this agreement, the principal sum then remaining unpaid shall forthwith become due and payable at the election of the holder of this note. Failure to exercise such option shall not waive the right to exercise it upon any continuing or subsequent default. The undersigned agrees to pay all cost and expenses, including attorney's fees, incurred by the holder of this note in any suit instituted upon this note.

In the event of default, the Grantee will not be eligible for further grants or loans from the DPA/HMA Programs and the Tribe may take further steps to achieve repayment of the loan.

The Suquamish Tribe will retain, at its' offices or at any other location it deems reasonable and prudent, the original promissory note naming _____ as Grantee. Upon fulfillment of this promissory note, in accordance with its terms and conditions, this note will be canceled, and the canceled original note will be delivered to the promisor.

The Grantee and each endorser of this note jointly and severally waive diligence, presentment, protest, demand, and notice of protest, dishonor, and non-payment of note, without affecting the liability of said Grantee or endorser. The Grantee and each endorser, guarantor, and surety of this note jointly and severally waive the right to plead any statute of limitation as a defense in collection of this note or foreclosure of any instrument securing this note.

This document signed on this _____ day of _____, 20_____.

Grantee's Signature

Grantee's Signature

Address

Phone

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission on the _____ day of _____, 20_____.



Suquamish Housing Program
Down Payment Assistance

APPLICANT CERTIFICATION:

I, certify that all the answers given are true, complete and correct to the best of my knowledge and belief, and they are made in good faith. This certification is made with the knowledge that the information will be used to determine eligibility to received financial assistance, and that false or misleading statements may constitute a violation of applicable tribal and/or federal laws.

Applicant's Signature: _____ Date: _____

Spouse's Signature (if applicable): _____ Date: _____

Application rec'd _____ Application received by: _____
(Date) (Housing Program Staff Signature)

FOR OFFICE USE ONLY

GRANT

Not received DPA funds before

Received DPA Amount \$ _____ Date: _____

Received 1-time Refinance – Amount \$ _____ Date: _____

Received Mortgage Reduction - Amount \$ _____ Date: _____

NOTES:



Suquamish Housing Program

Down Payment Assistance

Suquamish Tribal Housing Assistance Program Guidelines

Section 1 Purpose.

The Suquamish Tribal Housing Assistance Program is enacted to provide assistance to all eligible Tribal Members so that they may secure safe and affordable housing that meets the physical, social and cultural needs of the individual or household. The programs authorized herein seek to provide for home ownership assistance.

Section 2 Findings.

The Suquamish Tribal Council finds:

A. that one of the purposes for which the Tribe formally organized under the Indian Reorganization Act was to rehabilitate the economic, educational and social conditions for Tribal members so that each member would have the opportunity to become self-supporting;

B. that due to past federal and state policies which undermined the economic, educational and social well-being of our individual tribal members and the inability of the Tribe to provide for the general welfare of its members in the past, our members have not attained the economic security and self-sufficiency to which all people are entitled;

C. that although the standard of living has improved since the implementation of many federal and state programs to assist our members, there remains a significant unmet need; and

D. that the Tribe can help individual members overcome one of the greatest barriers to economic security and self-sufficiency - inadequate and unsafe housing - through the development of a comprehensive Tribal housing assistance program that supplements housing programs available through the federal or state governments and that provides assistance to Tribal members who might not qualify for other governmental housing programs.

Section 3 Definitions.

For purposes of these Program Guidelines, unless expressly provided otherwise, the term -"Applicant" means an enrolled Member of the Suquamish Tribe, 18 years of age or older, who applies for assistance pursuant to these Program Guidelines.

"Elder" means any Tribal Member who is 55 years of age or older.

"Eligible Applicant" means those Applicants, and their permanent household members, who meet the eligibility requirements of these Guidelines.



Suquamish Housing Program Down Payment Assistance

“Enrolled Member” means an individual who is a Member of the Suquamish Tribe, as established under applicable enrollment criteria;

“First Time Homebuyer” means an eligible member that has not received down payment assistance in the past from the Suquamish Tribe.

“Primary Residence” means the home where an individual inhabits and uses the majority of the time.

“Safe Housing” means a dwelling in a condition that is decent, safe and sanitary and one for which: (1) all applicable tribal, county, state or national codes and appropriate building standards for the Reservation are complied with; (2) the heating system has the capacity to maintain a minimum temperature of 70 degrees in the dwelling during the coldest weather in the area and can be operated in a safe manner; (3) the plumbing system includes a properly installed system of piping and fixtures; (4) the electrical system includes wiring and equipment properly installed to safely supply electrical energy for lighting and the operation of appliances; and (5) the number of occupants in relation to the space is appropriate.

“Tribal Council” means the Suquamish Tribal Council, the duly elected governing body of the Suquamish Tribe of the Port Madison Indian Reservation.

“Tribe” or “Tribal” means the Suquamish Tribe.

Section 4 Eligibility.

Eligibility for assistance is limited to enrolled Tribal Members whose primary residence is or will be located within the boundaries of Kitsap Peninsula; **All of Kitsap County, including Gig Harbor, and Belfair.**





Suquamish Housing Program

Down Payment Assistance

Section 5 Description of Program and Service

Eligible applicants may receive assistance in the form of a Down Payment, Mortgage Reduction and Mortgage Re-finance assistance, in the maximum amounts and accompanying terms and conditions as follows:

A. Down Payment Assistance

- If the Eligible Applicant does not currently own a home, the Applicant may qualify for up to \$40,000 in assistance for making a down payment on a home, purchasing a mobile home or construction of a new home;
- If the Eligible Applicant does not own a home currently and is seeking a mortgage to construct a home, the Eligible Applicant must either (i) own land suitable for housing (including adequate ingress and egress), (ii) hold an **undivided interest** in trust land suitable for housing, (iii) hold a leasehold assignment on land suitable for housing of at least 10 years from the date the Eligible Applicant receives assistance or (iv) be the individual authorized to use trust property for residential purposes under a properly executed and approved residential lease of at least 10 years from the date the Eligible Applicant receives assistance;
- Little Hill Lot Development Program Eligible members may apply for down payment assistance of 10% of closing costs no to exceed \$20,000.

B. Mortgage Reduction

- If an Eligible Applicant is currently a homeowner and that home complies with the Uniform Building Code in effect at the time the Applicant is determined to be eligible, the Applicant may choose a one-time payment on the mortgage principal not to exceed \$25,000 paid directly to the holder of the mortgage or other lien holder on the Eligible Applicant's home and property. The Applicant must have proof of their legal right to occupy and use the land upon which the home is situated for at least 10 years from the date the Eligible Applicant receives the assistance;
- Applicants that have received down payment assistance from Suquamish Housing Program previously can apply for mortgage reduction assistance if it has been 15 years or more since receiving initial down payment assistance.

C. Re-financing of Existing Mortgage

- If an Eligible Applicant is currently a homeowner and that home complies with the Uniform Building Code in effect at the time the Applicant is determined to be eligible, the Applicant may request assistance to pay closing costs not to exceed \$25,000 paid directly to lending institution or title company processing the re-finance. The Applicant must have proof of their legal right to occupy and use the land upon which the home is situated for at least 10 years from the date the Eligible Applicant receives the assistance;
- Applicants that have received down payment assistance from Suquamish Housing Program previously can apply for refinancing assistance if it has been 15 years or more since receiving initial down payment assistance.



Suquamish Housing Program

Down Payment Assistance

D. Priority of Assistance.

To meet the programs goals of assisting members to obtain safe and affordable housing the program will prioritize assistance to First Time Homebuyers, meaning those that have not received down payment assistance funds before. In the event that sufficient funds are not available to meet the requests of all Eligible Applicants, the Suquamish Housing Program will use its discretion to select the grants to be awarded on a first- come-first serve basis or based on closing date of loan.

Section 6 Program Procedures

The following procedures will be followed in the administration of the programs provided herein.

A. Confidentiality of Application.

All information contained in an application will remain confidential; provided that, the contents of the application may be disclosed as necessary during any appeal hearing initiated by the Applicant or pursuant to an appropriate court order. Any person found to have violated the confidentiality of an individual Applicant's eligibility and benefit information will be subject to administrative and/or civil sanctions imposed by the Suquamish Tribe's Personnel Guidelines and/or the Civil Code of the Suquamish Tribe.

B. Completed Application.

In completing an application for assistance, the Applicant will provide at least the following information:

1. Applicant's name, address, date of birth and social security number;
2. Proof of Suquamish Tribal Enrollment for the Applicant;
3. Loan documentation;
 - a. a copy of the loan application to purchase or construct a home from the lender or a copy of the mortgage;
 - b. for new construction:
 - (1) A home inspection report
 - (2) An appraisal with original photographs; and
 - (3) Environmental certification.

C. Determination and Notification of Eligibility.

Within a reasonable time of the receipt of a completed application, not to exceed 60 days, the Suquamish Housing Program will notify the Applicant as to the determination of program eligibility and benefit level, if any.

D. Payment of Benefit.

Payment for all assistance provided by the Suquamish Housing Program will be made directly to the Mortgage Company or Title Company. In no event will any payment be made directly to the Eligible Applicant.



Suquamish Housing Program

Down Payment Assistance

Section 7 Appeals Process.

A. Any Applicant who is dissatisfied with a decision of the Suquamish Tribal Housing Assistance Program staff concerning eligibility for assistance, the level of benefit approved or the type of service available under these Guidelines, can appeal that decision to the Suquamish Housing Board.

B. The appeal must be made within ten (10) days of receipt of the notice by the Applicant. All appeals should be addressed to the Suquamish Housing Board and addressed to the Suquamish Housing Program.

C. The Suquamish Housing Board may reverse the Housing Staff's decision with respect to eligibility and level of benefit as long as the eligibility and benefit restrictions described herein are not exceeded. If the Applicant requests a service that the Suquamish Housing Program is not authorized to provide by these Guidelines, the Applicant can file an appeal with the Board but the Board cannot authorize the service. However, if the service is one that the Board believes would benefit the Tribe and its members, the Board can submit a formal recommendation to the Suquamish Housing Program that these Guidelines be amended to include the service requested. If the Suquamish Housing Program accepts the recommendation of the Board and receives approval to amend these guidelines accordingly, the Applicant may then be eligible to receive the recommended service.

Section 8 Additional Program Requirements.

A. Homeownership Counseling.

Eligible Applicants may be required to attend homeownership counseling information on how to best prepare for homeownership and how to maintain their homes in a safe and sanitary condition prior to receiving any benefits.

B. Residency Requirements; Repayment of Assistance Funds.

1. Residency Requirements. An Eligible Applicant must occupy the home that the program grant assistance was used to help purchase as their primary residence for at least five years of receipt of assistance under this Program.

2. Recording Related Documents. The Eligible Applicant must sign a related promissory note that will expire at the end of the repayment period.

3. Allowed Disposition during Repayment Period. Conveyances of the assisted home for estate planning purposes to a living trust in which the Eligible Applicant is a beneficiary or which changes the way Title is held, such as the creation of a life estate or a joint tenancy with right of survivorship, will not require immediate repayment if the Eligible Applicant remains in possession of the home. Conveyances resulting from the death of the Eligible Applicant during the repayment period will not require immediate repayment of the unpaid balance if the Eligible Applicant's spouse remains in possession of the assisted home or the assisted home will devise to the benefit of another Tribal Member or to the Eligible Applicant's dependents during the term of the grant. The Eligible Applicant must sign a promissory note agreeing to these terms.



Suquamish Housing Program

Down Payment Assistance

C. Default.

If an Eligible Applicant defaults on any residency or repayment requirement, the Suquamish Housing Program may take appropriate action on the promissory note and place a lien on the property, including garnishment of any distributions from the Tribe and, in addition, that Applicant will not be eligible for any future assistance from the Suquamish Housing Program.

D. Program Contractors.

Independent repair or construction trades people, home building contractors or construction companies will perform the repairs, renovation or construction of an Eligible Applicant's home. Such contractors must be licensed by the State of Washington and be bonded and insured.

1. Compliance with Laws. All contractors will comply with all applicable Tribal, state or federal laws, including those regarding permits, water and sewage, environmental review and building standards.

2. Inspections. Final payment will be made after final inspection and after all provisions of the contract have been met, including punch list items. Inspections of construction will be made to ensure that it meets minimum construction standards and building codes.

Section 9 Administration.

The Suquamish Tribal Housing Assistance Program will administer the programs authorized by these Program Guidelines and such administration will include developing the application forms, reviewing and processing of said forms and implementing the Program.

A. The Suquamish Tribal Housing Assistance Program will annually:

1. Collect and analyze information on the number of potentially eligible individuals and households, the type and costs of assistance required by each eligible individual and an estimate of the cost to meet the estimated housing needs for eligible members;

2. Prepare budget requests, justification statements and statement of proposed program priorities for presentation to the Tribal Council at the annual budget hearing; and

3. Develop program descriptions and informational material for distribution to all Tribal members.

B. No Authority to Waive or Revise Eligibility or Benefit Level Restrictions.

The Suquamish Housing Program is not authorized to nor will it waive or revise the eligibility requirements or benefit level restrictions described in these Guidelines.

Section 10 Authorization of Funds - Conditions for Program Renewal.



Suquamish Housing Program

Down Payment Assistance

Funding for the programs described herein will be subject to authorization of funds by the Tribal Council and continuing availability of same.

A. Annual Report to Tribal Council.

The Suquamish Housing Program will prepare and submit an annual report within thirty (30) days of the end of the fiscal year. The annual report at a minimum will address:

1. Without disclosing the Tribal member's name, for each Tribal member served:
 - a. date of notification of eligibility;
 - b. description of type of assistance;
 - c. date assistance provided; and
 - d. amount of assistance provided.
2. Recommendations of the Suquamish Housing Program for improving services and benefits as well as an estimate of unmet housing needs.

B. Conditions for Program Renewal.

For each Fiscal Year after FY 2022, the Program authorization will be established after the Director of the Suquamish Department of Community Development submits a budget request and a justification statement that includes an estimate of the number of eligible members and the estimated total annualized cost of assistance for all eligible members. At no time will the assistance levels stated herein be increased unless specifically authorized by the Tribal Council.

Section 11 General Provisions.

- A. Severability.** In event that any provision of this Title will be found or declared to be invalid, the remaining provisions of these Guidelines will be unaffected thereby, and will remain in full force and effect.
- B. No Entitlement.** The Suquamish Housing Program Guidelines do not create any entitlement. Filing a completed application or receiving a determination of eligibility does not create a vested right in the Eligible Applicant, members of the Eligible Applicant's household, their estate or their heirs at law.
- C. Internal Audit and Report to Council.** The Suquamish Tribal Housing Assistance Program will provide for the adoption and use of an annual internal audit of the programs authorized by these Guidelines. The results of the annual internal audit, including any recommendations or findings, will be reported to the Tribal Council.
- D. Amendments.** Amendments to these Guidelines will be completed in accordance with applicable Tribal law.
- E. Effective Date.** These Guidelines will be effective upon approval by the Tribal Council by Council Resolution and will remain effective until superseded or rescinded by the Tribal Council.
- F. Sovereign Immunity.** Nothing in these Guidelines is intended to, nor should be interpreted as a waiver of the Tribe's sovereign immunity from unconsented lawsuit, or as authorization for a claim for monetary damages from the Tribe.