



**C.A.R. HOUSING AFFORDABILITY FUND
REALTOR® ENERGY AUDIT PROGRAM
TERMS AND CONDITIONS AND APPLICATION**

**C.A.R. HOUSING AFFORDABILITY FUND
REALTOR® ENERGY AUDIT PROGRAM APPLICATION**

BUYER(s) INFORMATION (fill out completely):

Name: _____

Address, City, Zip: _____

Phone: _____ **Cell:** _____

E-Mail Address: _____

I represent and warrant that:

I am (and all other co-buyers on the Property Purchase Contract are) in a Property Purchase Contract for a Single Family Dwelling; my initial offer to purchase the Single Family Dwelling in the Property Purchase Contract transaction was made and is dated on or after October 1, 2010; the Property Purchase Contract transaction has closed; I am providing HAF with a copy of the Property Purchase Contract, HUD-1 final closing statement, a copy of the completed HERS Report and Receipt for the Single Family Dwelling in the Property Purchase Contract dated no earlier than one hundred and twenty (120) days before and no later than sixty (60) calendar days after the close of escrow; and I was represented by a California REALTOR® in the transaction.

All statements made in this application are true and correct. I authorize the release of information by any Person to HAF and by HAF to any Person as necessary to verify information I submit in connection with this application and to effectuate the terms of the Program. **BY SIGNING THIS APPLICATION, I AM AGREEING TO BE BOUND BY THE PROGRAM TERMS AND CONDITIONS.**

Buyer #1 Signature _____ **Date:** _____

Print Name: _____

Buyer #2 Signature _____ **Date:** _____

Print Name: _____

TO BE SIGNED BY YOUR CALIFORNIA REALTOR®:

I represent and warrant that:

I represented the buyer(s) above in the purchase of (enter property address) _____;
and I am not a Rater or a Rater Affiliate.

Name: _____

Office Address/City/State/Zip: _____

Office Telephone: _____ **Cell:** _____

E-Mail Address: _____

Name of Broker: _____

Print your National REALTORS® Database System (NRDS) number here: _____

Signature: _____ **Date:** _____

THE APPLICATION IS COMPLETE WHEN THE FOLLOWING DOCUMENTS HAVE BEEN INCLUDED:

- the executed Property Purchase Contract; AND
- the buyer's HUD-1 final closing statement from escrow indicating that the transaction closed escrow; AND
- a copy of the completed HERS Report & Receipt

MAIL COMPLETE APPLICATION AND ATTACHMENTS TO:

C.A.R. H.A.F. REAP ♦ 525 S. Virgil Avenue ♦ Los Angeles, CA 90020

**C.A.R. HOUSING AFFORDABILITY FUND
REALTOR® ENERGY AUDIT PROGRAM
TERMS AND CONDITIONS**

1. DEFINITIONS.

The words “you” and “your” mean you the buyer and the words “we,” “us” and “our” mean the California Association of REALTORS® Housing Affordability Fund (“HAF”).

“California REALTOR®” means a member of the California Association of REALTORS® (both the agent and the agent’s broker must be active members of the California Association of REALTORS®).

“Energy Efficient Mortgage” means a mortgage that complies with all of the requirements of the Helping Homeowners Make Energy-Efficiency Residential Upgrades Now Act of 2008.

“HERS Report” means a compilation of the information specified in the Regulations to be presented to a consumer in connection with either a California Home Energy Audit or a California Whole-House Energy Rating.

“Person” means any individual, corporation, company, limited liability company, partnership, joint venture, association, joint stock company, trust, or unincorporated organization.

“Program” means the HAF REALTOR® Energy Audit Program.

“Program Benefits” means a one time payment in an amount not to exceed the lesser of the cost of the HERS Report prepared in connection with Property Purchase Contract transaction or Two Hundred and Fifty Dollars (\$250.00), as applicable under the Terms and Conditions.

“Program Committee” means the HAF Program Committee.

“Property Purchase Contract” means a fully executed written agreement for the purchase of a Single Family Dwelling.

“Provider” means an organization that administers a home energy rating system in compliance with the Regulations.

“Rater” means a Person who has been trained, tested and certified by a Provider, in accordance with the Regulations, to perform one or more of the functions or procedures used to develop a California Home Energy Audit (as defined in the Regulations) or a California Whole-House Energy Rating (as defined in the Regulations).

“Rater Affiliate” means a Rater, a Provider or a Person that directly, or indirectly through one or more intermediaries, operates, is employed by or works as an independent contractor for, endorses or is endorsed by, serves on the board of directors of, manages or owns any equity or other legal or beneficial ownership interest in, a Rater or a Provider, including but not limited to the Rater that performed the California Home Energy Audit or the California Whole-House Home Energy Rating to produce the HERS Report for the Single Family Dwelling in the Property Purchase Contract.

“Receipt” means documentation evidencing payment for a California HERS Report for the Single Family Dwelling in the Property Purchase Contract.

“Regulations” means the California Energy Commission Home Energy Rating System Regulations (20 Cal. Code Regs. Section 1670 et. seq.).

“Single Family Dwelling” means any single-family residence (including a manufactured home or mobilehome), a single-family residential unit in a condominium, cooperative or planned unit development, or a single family residential unit within a one-to-four family residence, located in California and in which you intend to occupy as your primary residence.

“Terms and Conditions” means these Program terms and conditions.

2. ELIGIBILITY.

To qualify for participation in the Program:

- your initial offer to purchase the Single Family Dwelling in the Property Purchase Contract transaction must have been made and must be dated on or after October 1, 2010, (Property Purchase Contract transactions with an initial offer to purchase made or dated prior to October 1, 2010 are not eligible for the Program);
- the Property Purchase Contract transaction must have closed escrow no later than December 31, 2011;
- the completed HERS Report and Receipt must be dated no earlier than one hundred and twenty (120) days before and no

later than sixty (60) calendar days after the close of escrow;

- you must provide HAF with the executed Program application, Property Purchase Contract, your HUD-1 final closing statement and the completed HERS Report and Receipt by mail postmarked no later than seventy-five (75) days after the close of escrow;
- you must be represented by a California REALTOR® in the transaction and you must provide documentation of same to HAF (a REALTOR® who simply makes a referral or receives a referral fee and does not actually represent you throughout the course of the Property Purchase Contract transaction does not qualify as representation);
- The REALTOR® who represented you must not be a Rater Affiliate;
- you have not previously received Program Benefits from HAF; and
- you meet all of the Terms and Conditions.

REALTORS®, directors, officers and employees of HAF and HAF's subsidiaries and affiliates, and members of their immediate families are not eligible to participate in the Program.

Applications will be reviewed and Program Benefits will be awarded on a first come, first served basis until Program funds are depleted or until HAF discontinues the Program, whichever occurs first.

3. PROGRAM BENEFITS; APPLICATION; OTHER TERMS AND CONDITIONS.

To apply for participation in the Program, you must provide HAF with a completed application and any required documentation. You must immediately advise HAF in writing of any corrections or changes to the information on your application. Certain corrections or changes may affect your eligibility to receive Program Benefits.

You may receive Program Benefits only once during your lifetime.

The Program Committee will provide you with written verification of your eligibility to receive Program Benefits approximately forty-five (45) days after approval of your application and eligibility verification.

You agree to permit the Program Committee to collect and to disclose to HAF and HAF's subsidiaries and affiliates, for statistical research and reporting purposes only, certain non-personally identifiable statistical information including but not limited to information in your HUD-1 final closing form, the zip code in which the purchased property is located, whether the property purchase is funded by an Energy Efficient Mortgage and the number of households that have received Program Benefits. HAF shall use commercially reasonable efforts to secure and keep confidential all personally identifiable information collected during the course of the Program.

If you submit this application in connection with a Property Purchase Contract financed with an Energy Efficient Mortgage you are solely responsible for complying with all terms and conditions to qualify for an Energy Efficient Mortgage.

4. PROGRAM ADMINISTRATION.

The Program is managed and interpreted by the Program Committee. HAF reserves the right at its discretion to amend these Program terms and conditions, to deny granting any individual participation in the Program and to modify, suspend or discontinue the Program at any time without notice.

The Program Committee's decision to approve or deny an application for participation in the Program is final and will not be subject to appeal or review.

HAF will not be responsible or liable for any direct, indirect, incidental or consequential damages, claims, actions, losses, liabilities, misappropriation of Program Benefits, costs or expenses arising in any way whatsoever from your participation in the Program, an application that does not comply with the Terms and Conditions and any delay in Program Benefits being provided to you.

You understand and agree that HAF may disclose to third parties any information you provide on your application or in connection with the Program that is necessary to effectuate the provisions of the Program or as required by law to be disclosed.

You agree to indemnify, defend and hold harmless HAF and its directors, officers, employees and agents from any claim, action, damages, liabilities, losses, costs and expenses, including reasonable attorney's fees, arising out of a breach of any of your representations, warranties or obligations under your application or these Terms and Conditions.

Your receipt of Program Benefits may have tax consequences. Please consult a tax professional for more information.