



A-1 Community Housing Services
A HUD APPROVED HOUSING COUNSELING AGENCY

Housing Counseling Agreement

Note: If you have an impairment, disability, language barrier, or otherwise require an alternative means of completing this form or accessing information about housing counseling, please talk to your housing counselor about arranging alternative accommodations.

- I understand that A-1 Community Housing Services provides confidential pre-purchase, post-purchase, rental, and foreclosure prevention housing counseling after which I will receive a written Action Plan consisting of recommendations for handling my finances, possibly including referrals to other housing agencies as appropriate.
- I understand that A-1 Community Housing Services is a HUD approved, non-profit housing counseling agency that is in partnership with my lender, servicer or insurer and may require that A-1CHS share my information with my servicer to better assist me. I authorize my lender, servicer or insurer to share my information with A-1 Community Housing Services. Funding comes from HUD, lender partners, and private foundations.
- I may be referred to other housing services of the organization or another agency or agencies as appropriate that may be able to assist with particular concerns that have been identified. I understand that I am not obligated to use any of the services offered to me.
- A counselor may answer questions and provide information about bankruptcy, but not give legal advice. If I want legal advice, I will be referred for appropriate assistance. While an attorney can make a recommendation to file bankruptcy, it is a personal choice based on individual circumstances.
- I understand that in the event I am dissatisfied, I can request a copy of the Complaint Resolution Process, a copy of which is available upon request.
- I understand that A-1 Community Housing Services provides information and education on numerous loan products and housing programs and I further understand that the housing counseling I receive from A-1 Community Housing Services in no way obligates me to choose any of these particular loan products or housing programs.
- I acknowledge that I have received a copy of the Privacy Policy.

Client _____ Date _____

Client _____ Date _____



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Agency Relationships: A-1CHS has professional affiliation with HUD, NeighborWorks America, Balance, CalHFA, USDA Rural Development, the State of California, Alameda County, Cit of Hayward and banks including Bank of the West, Bank of America, Wells Fargo, SVB and JP Morgan Chase. As a housing counseling program participant, you are not obligated to use the products and services of A-1CHS or our industry partners.

Alternative Services Programs, and Products & Client Freedom of Choice: A-1CHS has a first-time homebuyer program developed in partnership with Wells Fargo Bank. However, you are not obligated to participate in this or other A-1CHS programs and services while you are receiving housing counseling from our agency. You may consider seeking alternative products and services from entities including the Federal Housing Administration (FHA) for first time homebuyer loan programs, City DAP Programs or CalHFA for other first-time homebuyer programs. You are entitled to choose whatever real estate professionals, lenders, and lending products that best meets your needs.

Referrals and Community Resources: You will be provided a community resource list which outlines the county and regional services available to meet a variety of needs, including utilities assistance, emergency shelter, transitional housing food banks, and legal aid assistance. This list also identifies alterative agencies that provide services, programs, or products identical to those offered by A-1CHS and its exclusive partners and affiliates.

Privacy Policy: I/we acknowledge that I/we received a copy of A-1CHS Privacy Policy.

Errors and Omissions and Disclaimer of Liability: I/we agree A-1CHS, its employees, agents, and directors are not liable for any claims and causes of action arising from errors or omissions by such parties or related to my participation A-1CHS counseling; and I hereby release and waive all claims of action against A-1CHS and its affiliates. I have read this document, understand that I have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. If any provision of this document is unenforceable, it shall be modified to the extent necessary to make the provision valid and binding, and the remainder of this documents shall remain enforceable to the full extent allowed by law.

Quality Assurance: In order to assess client satisfaction and in compliance with grant funding requirement, A-1CHS, or one of its partners, may contact you during or after the completion of our housing counseling service. You may be requested to complete a survey asking you to evaluate your client experience. Your survey data may be confidentially shared with A-1CHS grantors such as HUD, Balance, CalHFA or NeighborWorks America, County of Alameda, and City of Hayward.

I/we acknowledge that I/we received, reviewed, and agree to A-1CHS Program Disclosures.

Client Signature

Date

Counselor Signature

Client Signature

Date

Date



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Privacy Policy

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A-1 Community Housing Services (A-1CHS) is committed to assuring the privacy of individuals and/or families who have contacted us for assistance. We realize that the concerns you bring to us are highly personal in nature. We assure you that all personal information shared orally and/or in writing will be managed within ethical and legal considerations. Additionally, we want you to understand how we use the personal information we collect about you. Please carefully review this notice as it described our policy regarding the collection and disclosure of your non-profit, personal information.

What is non-profit, personal information?

- Information that identifies an individual personally and is not otherwise publicly available information, such as your Social Security Number or demographic data such as your race and ethnicity
- Includes personal financial information such as credit history, income, employment history, financial assets, bank account information and financial debts

What personal information does A-1CHA collect about you?

We collect personal information about you from the following sources:

- Information that you provide on applications, forms, email, or verbally
- Information about your transactions with us, our affiliates, or others
- Information we receive from your creditors or employment references
- Credit Report

What categories of information do we disclose and to whom?

We may disclose the following personal information to financial service providers (such as companies providing home mortgages), Federal, State, and non-profit partners for program review, monitoring, auditing, research, and/or oversight purposes, and/or any other pre-authorized individual and/or organization. The types of information we disclose are as follows:

- Information you provide on application/forms or other forms of communication. This information may include your name, address, Social Security Number, employer, occupation, account number, assets, expenses, and income.
- Information about your transactions with us, our affiliates, or others; such as your account balance, monthly payment history, and method of payment.
- Information we received from consumer credit reporting agency, such as your credit bureau reports, your credit and payment history, your credit scores, and/or your creditworthiness.
- We do not sell or rent your personal information to any outside entity.
- We may share anonymous, aggregated case file information; but this information may not be disclosed in a manner that would personally identify you in any way. This is done in order to evaluate our program, gather valuable research information, and/or design future programs.
- We may also disclose personal information about you to third parties as permitted bylaw.



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How is your personal information secured?

We restrict access to your non-public personal information to A-1CHS employees who need to know that information in order to perform their housing counseling duties. We maintain physical, electronic, and procedural safeguards that comply with federal regulation to guard your non-public personal information; and we train our staff to safeguard client information and prevent unauthorized access, disclosure, or use.

Opting Out of Certain Disclosures

You may direct A-1CHS to not disclose your non-public personal information to their parties (other than disclosures made to project partners and those permitted by law). However, if you choose to opt out, we will not be able answer any questions from your creditors, which may limit A-1CHS ability to provide services such as foreclosure prevention counseling. If you choose to opt-out, please sign below under the "Opt-Out" clause. If you choose to release your information a stipulated in this Privacy Policy, sign under the "Release" clause. You may change your decision any time by contacting our agency.

OPT-OUT: I REQUEST THAT A-1CHS make no disclosures of my non-public personal information to third parties other than project partners and those permitted by law. By choosing this option, I understand that A-1CHS will not be able to answer any questions from my creditors. I understand that I may change my decision my time by contacting A-1CHS.

_____	_____	_____
Print Name	Signature	Date
_____	_____	_____
Print Name	Signature	Date

RELEASE: I hereby authorize A-1CHS. To release non-personal information, it obtains about me to my credits and any third parties necessary to provide me with the services I requested. I acknowledgment that I have read and understand the above privacy practices and disclosures.

_____	_____	_____
Print Name	Signature	Date
_____	_____	_____
Print Name	Signature	Date



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_____	_____	_____
Print Name	Signature	Date
_____	_____	_____
Print Name	Signature	Date



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CREDIT REPORT AUTHORIZATION

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I, _____ hereby authorize and instruct **A-1 Community Housing Services** (hereinafter "**A-1CHS**") to obtain and review my credit report. My credit report will be obtained from a credit reporting agency chosen by **A-1CHS**. I understand and agree that **A-1CHS** intends to use the credit report for the purpose of evaluating my financial readiness to purchase a home and/or to engage in rental counseling, home preservation or post-purchase counseling activities.

My signature below also authorizes the release to credit reporting agencies information that I have supplied to **A-1CHS** in connection with such evaluation. Authorization is further granted to the credit reporting agency to use this form to obtain any information the credit reporting agency deems necessary to complete my credit report.

_____ **Authorize**

_____ **Do not authorize**

_____ I agree to provide A-1 Community Housing Services a copy of my credit report dated within **30 days** of the intake date.

Free credit reports can be downloaded from www.annualcreditreport.com

In addition, in connection with determining my ability to obtain a loan, I

_____ **Authorize**

_____ **Do not authorize**

A-1CHS to share with potential mortgage lenders my credit report and any information that I have provided, including any computations and assessments that have been produced based upon such information. These lenders may contact me to discuss loans for which I may be eligible.

_____ Client's Name (Print) _____ Social Security Number

_____ Client's Signature _____ Date

_____ **Counselor Name** _____ **Credit Report Date**

Judicial Foreclosure Available	Non-Judicial Foreclosure Available	Foreclosure Timeline	Right of Redemption	Deficiency Judgments	Mediation Option
YES	YES Most Common	21 MONTHS Average	VARIES Judicial Only	VARIES Judicial Only	NO Other Alternatives

PROCESS

MOST COMMON FORECLOSURE PROCESS

Non-judicial process. This process is used when a power of sale clause exists in a mortgage or deed of trust.

TIMELINE

The foreclosure sale can occur as quickly as 4 months after the lender starts the foreclosure process. However, lenders rarely move foreclosure as fast as the law allows. The average foreclosure in California took approximately 21 months in Q4 of 2022.

NOTICE OF THE FORECLOSURE/TIME TO RESPOND

Lender/servicer/foreclosing party cannot file a notice of default until 30 days after contacting the borrower to assess the borrower's financial situation and explore options to avoid foreclosure. Lender then records a three-month notice of default in the county recorder's office and mails a copy to the borrower within ten business days.

After three months expires (or up to five days prior), lender records a notice of sale and mails a copy to the borrowers at least 20 days before the sale date. The sale date cannot be earlier than three months and 20 days after the recording date of the notice of default. The notice of sale is also posted on the property in a public place and published in a newspaper.

REINSTATEMENT OF LOAN BEFORE SALE

Allowed. Up to five business days before date of sale.

DEFICIENCY JUDGMENTS

Only allowed for Judicial Foreclosure. When a lender uses the nonjudicial foreclosure process against a borrower who fails to pay on a mortgage for his or her primary residence, the lender gives up the right to collect a deficiency judgment against the borrower.

RIGHT OF REDEMPTION AFTER SALE

Usually none. Not allowed after non-judicial foreclosure.

NOTICE TO LEAVE AFTER HOUSE IS SOLD

New owner must give former homeowner three-day notice to vacate and file an unlawful detainer lawsuit to evict.

TENANT BUYER PROTECTION

As of September 2020, [Senate Bill 1079](#) dictates that the notice of sale must also contain a specified notice to a tenant regarding the tenant's potential right to purchase a property containing from 1 to 4 single-family residences.

OTHER CIRCUMSTANCES

SPECIAL STATE PROTECTIONS FOR SERVICE MEMBERS

Yes. Protections similar to Service Members Civil Relief Act (SCRA) and extended to National Guard members called into state or federal military service, affording service members relief from mortgage interest rate increases and protection from foreclosure for up to nine months.

CASH EXEMPTED IN BANKRUPTCY

Up to \$25,340 (California Exemption System 2).

HOMEOWNER ASSOCIATION FORECLOSURES

Allowed. If the homeowner defaults on monthly dues and/or any special assessments, the COA or HOA can foreclose through a judicial or non-judicial process, whether or not the homeowner is current on their mortgage payments. Read the Association's governing documents for more information on specific foreclosure proceedings.

MEDIATION AVAILABLE

None. However, homeowner can request a meeting with the lender under Homeowner Bill of Rights signed into law on July 11th, 2012

CALIFORNIA HOMEOWNER BILL OF RIGHTS

SB 1137 Protections extended. Loan servicer is required to contact and advise borrower of the right to request a meeting to explore alternatives to foreclosure, schedule the meeting within 14 days if requested, and provide borrower with contact information for a HUD-approved counseling agency.

No Dual Tracking. Loan servicers must make a decision to grant or deny a first lien loan modification application before starting or continuing the foreclosure process.

Single Point of Contact. Mortgage servicers must designate a single point of contact for homeowners who are potentially eligible for loan modifications or other foreclosure prevention alternatives.

No "Robo-signing". Civil penalty may be imposed on lenders and servicers that record or file multiple, unverified documents.

RESOURCES

FORECLOSURE TIMELINE:

<http://www.courts.ca.gov/1048.htm>

SUMMARY OF THE CALIFORNIA HOMEOWNER BILL OF RIGHTS:

<http://www.oag.ca.gov/hbor>

FIND COMPLETE CALIFORNIA CIVIL CODE:

<http://leginfo.legislature.ca.gov>

Search §§ 2923.5, 2924 to 2924I