

**New Mexico Homeowner Assistance Fund
Program Participation-Payment Acceptance Agreement**

I _____ would like to participate in the New Mexico Homeowner Assistance Fund. To receive payment, I will provide this signed agreement and a W-9 Request for Taxpayer Identification Number and Certification.

Buyer Name(s):		HAF Case ID #:	
Buyer Address:			
Address Owner/Manager Receives Payments:			
Payment Due Date	Payment Due	Late Fee	Monthly Total
Total for All Months			

I CERTIFY THAT:

- I am the seller for the above-named buyer(s), who currently reside(s) at the above-listed address, and I have a legal right to accept housing payments from the above-named buyer(s) for the buyer property address described above; and
- The housing payments listed above represent the entirety of the current outstanding amounts, and the late fees comply with New Mexico state law; and
- I have not received other federal or non-federal benefits or assistance for the total monthly payment owed by the buyer named above for the same period of time for which assistance is being requested. In no case am I entitled to a payment for a month that the buyer does not reside at my property. If I receive a direct payment for a month that the buyer did not reside at my property, I shall remit to MFA an amount that represents the overpaid payment. To return such amounts or payments, I shall call MFA at (505) 308-4206 and mail payment to MFA at 344 Fourth Street SW, Albuquerque, NM 87102. I must not cash a direct payment if the buyer has moved. I may be prosecuted if I commit fraud or knowingly assist a buyer to commit fraud. If I am found guilty of committing fraud, I will no longer be entitled to receive direct payments. I may not acquire rights to sue [MFA] for payment or for a breach of any obligations by the buyer. I also understand and certify that I receive no other subsidy and/or assistance from or on behalf of this buyer for full or partial monthly payment. Housing cost assistance is limited, and the duration of assistance as stated in Section 1 of this agreement. MFA will make every effort to make housing cost assistance payments as required by the lease agreement but will only be ~~report~~ responsible for late fees due to administrative errors by MFA staff. I understand that assistance may be terminated if a participant is determined to be no longer eligible, was never eligible, has not been fully engaged in the program, and/or has not been fully compliant with program requirements as determined by MFA. Examples non-compliance include failure to return phone calls or e-mails and failure to disclose all income or expenses.
- In addition, I understand and agree that during the term of this agreement, I must give MFA a copy of any notice to the program participant to vacate the housing unit, or any complaint used under state or local law to commence an eviction action against the program participant.

The information provided on this form is subject to verification by MFA, the Department of Finance and Administration (DFA) or the Treasury at any time, and any employee of MFA, DFA, or Treasury may be subject to penalties for unauthorized disclosures or improper use of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willingly requests, obtains or discloses any information under false pretenses concerning an applicant or participant may result in legal action. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate.

Owner/Manager

Signature: _____ **Date:** _____

Printed Name: _____ **Phone Number:** _____

Address: _____ **City:** _____

State: _____ **Zip:** _____