



**Wisconsin Housing & Economic Development
Authority**
Mortgage Credit Certificate Program
Lender Participation Agreement

THIS AGREEMENT is made, entered into, and effective as of the date stated above the signature blocks below by and between WISCONSIN HOUSING AND ECONOMIC DEVELOPMENT AUTHORITY, a Wisconsin public body corporate and politic (“WHEDA”), and the lender that has signed below (“Lender”).

WITNESSETH:

WHEREAS, the Section 25 of the Internal Revenue Code of 1986, as amended (“Code”) and the Income Tax Regulations issued thereunder, which are currently § 1.25-1T through § 1.25-8T (“Regulations”), describe the requirements for a Qualified Mortgage Credit Certificate Program (“Qualified MCC Program”), which is a means of assisting qualified individuals with the acquisition of qualified new and existing single family housing; and

WHEREAS, WHEDA has established a new program which is designed to be a Qualified MCC Program, called The WHEDA Tax Advantage, a Mortgage Credit Certificate Program (“MCC Program”), and has issued, and from time to time amends, its Mortgage Credit Certificate Program Guide (“MCC Program Guide”); and

WHEREAS, Lender wishes to participate in the MCC Program consistent with the terms of this Agreement, the MCC Program Guide, and the applicable requirements of the Code and Regulations;

NOW, THEREFORE, in consideration of the promises set forth herein, the parties agree as follows:

1. WHEDA hereby appoints Lender as one of its Participating Lenders, as defined in the MCC Program Guide, and one of its agents for receiving and processing applications for Mortgage Credit Certificates (each an “MCC”) under the MCC Program.
2. As a Participating Lender, Lender shall:
 - a. comply with all applicable provisions of this Agreement, the MCC Program Guide, and the applicable requirements of the Code and Regulations;
 - b. make information regarding the MCC Program available to Lender’s customers or potential customers who might qualify to receive an MCC (each a “Potential MCC Recipient”); and process and review each application, along with all required documents and information, from each Potential MCC Recipient in order to determine eligibility for the MCC Program;
 - c. before recommending that WHEDA issue an MCC to a Potential MCC Recipient, perform all investigation and verification that it would normally perform for underwriting of any financing not provided in connection with an MCC and as is necessary to determine that the Potential MCC Recipient, the loan, and the mortgaged property satisfy all requirements of the MCC Program;
 - d. only charge such fees as allowed under the MCC Program Guide;

e. comply with all data and record retention and reporting requirements applicable to the MCC Program;

f. grant WHEDA and its agents, during normal business hours and upon request by WHEDA, access to all of Lender's books and records related to Lender's participation in the MCC Program and each Potential MCC Recipient recommended by Lender to WHEDA for an MCC; and

g. indemnify, defend and hold harmless WHEDA and each of its members and employees against all liability incurred by any of them for any and all claims, causes of action, damages, costs, and expenses (including attorneys' fees), judgments, fines, and penalties that may be related to or arise out of any violation of law or breach of this Agreement resulting from an act or omission of Lender or any past, present or future director, officer, employee, incorporator, member, partner, stockholder, affiliate, agent attorney or representative of the Lender or any of their respective affiliates. No past, present or future director, officer, employee, incorporator, member, partner, stockholder, affiliate, agent attorney or representative of the Lender or any of their respective affiliates shall have any liability to WHEDA (whether in contract or in tort) for any obligations or liabilities of the Lender arising under, in connection with or related to this Agreement or for any claim based on, in respect of, or by reason of the Lender participation in the MCC Programs, including, without limitation, any alleged nondisclosure or misrepresentation made by any such persons.

3. Lender represents and warrants to WHEDA that:

a. Lender and each of its employees who will be involved with the MCC Program are familiar with the terms of this Agreement, the MCC Program Guide, and the applicable requirements of the Code and Regulations;

b. Lender is duly organized, validly existing, and in good standing under the laws governing its creation and existence, is duly authorized and qualified to do in Wisconsin any and all business contemplated by this Agreement, and possesses all requisite authority, power, licenses, permits, and franchises to conduct its business and to execute, deliver, and comply with its obligations under the terms of this Agreement, the execution, delivery, and performance of which have been duly authorized by all necessary action;

c. this Agreement constitutes Lender's valid, legal, and binding obligation, enforceable in accordance with its terms, except as the enforcement thereof may be limited by applicable bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditors' rights generally and general principles of equity;

d. No information or document submitted by the Lender to WHEDA pursuant to this Agreement or the MCC Program Guide will, to the knowledge of Lender, contain any untrue statement of a material fact or omit to state a material fact necessary to make the information or document not misleading; and

e. Lender is a bank, savings bank, savings and loan association, credit union or mortgage banker, that actively provides service or otherwise aids in the financing of mortgage loan secured by mortgages on single family residential housing located within Wisconsin, or is a holding company of any of the foregoing.

4. WHEDA shall be entitled to make such amendments to the MCC Program Guide as it may in its sole and absolute discretion deem necessary, appropriate or advisable from time to time to facilitate the MCC Program; provided that no such amendments shall become effective or binding upon Lender until WHEDA sends written notice, which may be by facsimile or electronic mail, thereof to Lender.

5. Lender hereby acknowledges that repayment of each loan made in conjunction with the MCC Program is the sole responsibility of the borrower thereunder and payment of such loans does not constitute an indebtedness of WHEDA or a charge against its general credit or other assets of the state of Wisconsin.

6. This Agreement shall remain in full force and effect until terminated. Lender or WHEDA may terminate this Agreement without cause upon thirty (30) days written notice to the other; provided that upon such termination without cause by WHEDA, WHEDA must honor any outstanding commitments or approvals issued to Lender or borrower in accordance with the terms of this Agreement and the MCC Program. Further, and notwithstanding the preceding sentence, WHEDA may immediately terminate this Agreement, effective upon written notice from WHEDA, and prohibit the Lender from participation in the MCC Program upon WHEDA's determination, in its sole discretion that Lender has failed to comply with the terms and conditions of this Agreement, the MCC Program Guide, or any of the applicable requirements of the Code or Regulations. No amendment to this Agreement shall be effective unless it is in writing and signed by both parties hereto.

7. Notices to Lender shall be made using the contact information included on the last page of this Agreement. Notices to WHEDA shall be made to Wisconsin Housing and Economic Development Authority, Single Family Quality Control, ATTN: Single Family Lender Approval, Post Office Box 1728, Madison, Wisconsin 53701-1728 or 201 West Washington Avenue, Suite 700, Madison, Wisconsin 53703-2727.

8. This Agreement shall be construed in accordance with the laws of the state of Wisconsin, and the obligations, rights, and remedies of the parties hereunder shall be determined in accordance with such laws.

THIS AGREEMENT is dated the ____ day of _____, 201__.

Lender name

a _____
Type of organization

By: _____
Signature

Printed name and title

**WISCONSIN HOUSING AND ECONOMIC DEVELOPMENT
AUTHORITY**

By: _____

Director – Single Family

Lender Information:

WHEDA ID #	
Lender Name	
Lender Address	
City	
MCC Program Contact Name	
MCC Program Contact Title	
Phone #	
Fax #	
E-Mail	

Return To:

Wisconsin Housing and Economic Development Authority
Single Family Quality Control
ATTN: Single Family Lender Approval

Post Office Box 1728
Madison, Wisconsin 53701-1728
or
908 E Main Street Suite 501
Madison, Wisconsin 53703-2727