**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**

 **TEXAS BOOTSTRAP LOAN PROGRAM**

 **CLOSING CHECKLIST**

|  |  |
| --- | --- |
| **Documents Required**  |  |
|  **Request for Closing Documents** | [ ]  |
|  **Final Closing Disclosure** | [ ]  |
|  **Final Appraisal Report** | [ ]  |
|  **Survey** (improvement survey for purchase loans, lot survey for interim loans) | [ ]  |
|  **Title Commitment with TDHCA listed as mortgagee** | [ ]  |
|  **Executed TDHCA Loan Estimate & Acknowledgement** | [ ]  |
|  **HUD Counseling Certificate & Administrator Homeownership Education Certificate** | [ ]  |
|  **Tax Certificate** | [ ]  |
|  **First Payment Letter** | [ ]  |
|  **Homeowner’s Hazard Insurance binder with TDHCA listed as mortgagee** | [ ]  |
|  **Executed Sales Contract** | [ ]  |
|  **Executed Self-Help Agreement** | [ ]  |
|  **Flood Certification** | [ ]  |
|  **All Deed of Trusts, Notes for all funding sources** | [ ]  |

PLEASE UPLOAD AS ONE PDF

**TEXAS BOOTSTRAP LOAN PROGRAM**

 **REQUEST FOR CLOSING DOCUMENTS**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Loan #: |       |  Date: |       | Requested Closing Date: |       |
| Administrator Contact: |       |
| Administrator Email:  |       |
| BORROWER INFORMATION | CO-BORROWER INFORMATION |
| Borrower Name: |       | Co-Borrower Name: |       |
| SSN #:  |       | Co-Borrower SSN #: |       |
| Married Status: |       | Married Status:  |       |
| All Known Alias(es): |       | All Known Alias(es): |       |
| PROPERTY INFORMATION |
| Physical Address: |       |
| Legal Description: |       |
| Flood Zone? |       |
| TITLE COMPANY INFORMATION |
| Closing Agent: |       | GF#: |       |
| Title Company: |       | Telephone: |       |
| Mailing Address: |       | Email: |       |
| LOAN INFORMATION |
| Loan Type: | [ ]  Purchase Money [ ]  Rehab [ ]  Other       |
| Monthly Taxes: | $      | Monthly Insurance: | $      | Flood Insurance: | $      |
| Lien Information | 1st Lien | 2nd Lien |
| Lien Holder: |       |       |
| Contact Person: |       |       |
| Contact Email: |       |       |
| Loan Amount: | $      | $      |
| Payment Amount |       |       |
| Loan Term: |       |       |
| Trustee Name: |       |       |
| Trustee Address: |       |       |
| Lien Information | 3rd Lien | 4th Lien |
| Lien Holder: |       |       |
| Contact Person: |       |       |
| Contact Email: |       |       |
| Loan Amount: | $      | $      |
| Payment Amount |       |       |
| Loan Term: |       |       |
| Trustee Name: |       |       |
| Trustee Address: |       |       |
| TO BE COMPLETED BY TDHCA |
| Escrow Amount Taxes: | $      | Escrow Amount Insurance: | $      |
| 1st Lien | Payment Amount:  | $      | Start Date: |       | Maturity Date: |       |
| 2nd Lien | Payment Amount:  | $      | Start Date: |       | Maturity Date: |       |
| AMFI: |      % | Comments: |       |
| TDHCA Staff: | Luis Diaz | Phone: | (512) 475-3843 | Email: | luis.diaz@tdhca.state.tx.us |

**TEXAS BOOTSTRAP LOAN PROGRAM**

 **SELF-HELP AGREEMENT**

# The       (hereinafter “Administrator”) and       (hereinafter “Owner-Builder”) agree that the Owner-Builder will receive home construction assistance from the Administrator according to the terms and conditions outlined below.

# PROGRAM DESCRIPTION

# GENERAL

# Each owner-builder must submit an application to the Texas Department of Housing and Community Affairs (TDHCA) Texas Bootstrap Loan Program. The Administrator operates as a nonprofit Owner-Builder Housing Provider through which the Owner-Builder will receive training in home construction and rehabilitation. Owner-Builder may work in teams with other residents and Administrator staff to construct or complete each of their homes. All Owner-Builders are required to provide a minimum of 65% of the labor necessary to builder or rehabilitate their home. The assignments are based on the loan required to finance construction. In return, the Onwer-Builder receives technical and construction assistance, budget and homeowner counseling. The Owner-Builder is eligible for loans that they would not normally access in the private sector. All residences will be categorized as single-family units.

# CONSTRUCTION PERIOD

# The construction, reconstruction or rehabilitation of the houses may not exceed twelve months. The Administrator will do all within its capacity to facilitate the timely completion of construction.

# TERMS OF THE LOAN

# APPLICATION

# THE Administrator staff will assist the Owner-Builder in completing the mortgage loan application for the Texas Bootstrap Loan Program to finance the construction, rehabilitation or the purchase of the home. Maximum loan amount from TDHCA is $45,000.00.

# SITE PREPARATION

# All sites must have basic utilities, electricity, public water supply, and an approved sanitation system or service. The program does not cover costs for installation of utilities. The site must also be clear of hazardous materials. Debris and trash is not allowed within the construction zone.

# COLONIA LOT REQUIREMENTS

# The owner builder is required to have legal ownership of a lot that meets the following criteria:

# Has access to municipal water service;

# Has a certified septic tank installed or public sewer available;

# Has adequate drainage;

# Not in a known flood plain;

# No additional dwellings on lot upon project’s completion;

# Payments on property are current; and

# Payments of taxes are current.

# RESPONSIBILITIES OF THE ADMINISTRATOR

# OVERSIGHT

# The Administrator agrees to manage construction procedures to assure compliance with applicable building codes.

# The Administrator agrees to oversee the quality control of all materials and contract or volunteer workmanship.

# The Administrator agrees to identify materials and the applicable building code. If no building code is applicable, the housing must be inspected by a professional inspector licensed by the Texas Real Estate Commission.

# TRAINING

# Administrator Staff will provide the Owner-Builder training on home construction including; safety, framing, roofing, interior finish, exterior finish, insulation, flood installation, electrical and plumbing installation, sustainable energy practices, and homeowner education.

# SELF-HELP REQUIREMENTS

# The Owner-Builder understand that family members and friends 18 years of age and older are permitted to provide labor to the project. Individuals 16-17 years of age may also contribute labor with parental supervision and signed parental permission allowing them to work.

# All Owner-Builders are required to provide through personal labor at least 65% of the labor necessary to build or rehabilitate the proposed housing working through a state-certified Administrator; or provide an amount of labor equivalent to 65% in connection with building or rehabilitating housing for others through a state certified Administrator; provide through the noncontract labor of friends, family, or volunteers and through personal labor at least 65% of the labor necessary to build or rehabilitate the proposed housing by working through a state-certified Administrator or if due to a documented disability or other limiting circumstances the Owner-Builder cannot provide the amount of personal labor otherwise required, provide through the noncontract labor of friends, family, or volunteers at least 65% of the labor necessary to build or rehabilitate the proposed housing by working through a state-certified Administrator. The time provided at the proposed housing and at the residences of the Owner-Builders will be accrued and recorded in hours and quarterly hours towards the balance of total hours due. The Administrator’s Director determines the total project hours and is the designated timekeeper.

# SAFETY

# The Administrator’s Construction Specialist will use due diligence to verify that the Owner-Builder is physically and mentally ready for work. Staff will periodically review safety procedures with Owner-Builder and ensure that the work environment is safe and free of hazards. The Owner-Builder is responsible for himself/herself and for reporting unsafe conditions and actions of other individuals working on the units. The Owner-Builder is required to follow the Administrator staff’s instructions.

# The Owner-Builder agrees to attend the safety sessions scheduled by the Construction Specialist or Administrator Director. The Owner-Builder agrees not to use any tools until he/she has received training in the safe and correct operation of the equipment.

# Administrator staff is not liable for any injury incurred by Owner-Builder or family members and/or friends on the work site. The project site is a work site and each Owner-Builder will acknowledge that he/she is responsible for their actions and those of their family. Insubordination to Administrator staff and disruptive behavior will lead to a written reprimand or termination. The use of drugs or alcohol will not be tolerated during work sessions. Any Owner-Builder or volunteer under the influence of drugs or alcohol will be asked to leave the work site and will be reprimanded in writing. Owner-Builder refusing to leave the premises or repeated occurrences will result in cancellation of the work session and can lead to the termination of the Agreement.

# GENERAL CONDITIONS

# Compensation

# Although participation in the program is voluntary, sweat equity and training are conditions of the Texas Bootstrap Loan Program. The Owner-Builder understands that all labor he or she provides and meeting attendance is voluntary. The Administrator will not pay the Owner-Builder or volunteers for any work performed in the course of the Program.

# Liability

# The Administrator will not provide workers’ compensation or insurance for the Owner-Builder or volunteers in the event of an injury. The Owner-Builder or volunteers will not be at the work sites unless the homeowner’s insurance policy is in effect at a given work site.

# MODIFICATION

# The Administrator reserves the right to modify this Agreement as needed to conform to requirements imposed by any governmental agency that finances this Program. Otherwise, the Agreement can only be modified by a written agreement signed by both parties.

# ACKNOWLEDGED:

|  |  |  |
| --- | --- | --- |
|  |  |       |
| Owner-Builder Signature |  | Owner-Builder Name |
|  |  |  |
|  |  |       |
| Owner-Builder Signature |  | Owner-Builder Name |
|  |  |  |
|  |  |       |
| Administrator Authorized Agent Signature |  | Administrator Authorized Agent Name |