# **Brunswick Housing Opportunities, Inc.**

BRUNSWIE K HOUSING

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# DISCLOSURES AND AUTHORIZATIONS FOR HOUSING RELATED ACTIVITIES FOR HOUSING COUNSELING CUSTOMERS

PRIVACY POLICY

Brunswick Housing Opportunities, Inc. takes the financial privacy of its customers very seriously. This notice describes our policy regarding the collection and disclosure of personal non-public information. Personal non-public information, as used in this notice, means information that identifies an individual personally and is not otherwise publicly available information. During the course of processing your application, we accumulate non-public personal information from you and from other sources about your income, your assets, and your credit history in order to allow the Housing Counselors to make an informed decision about the best services and resources to help you accomplish your financial goals.

#### **Information We Collect/Disclose**

We collect personal non-public information about you to support our programs and projects and to aid you in obtaining services and resources. We collect personal non-public information about you from the following sources:

- Information that we receive from you on applications or other forms,
- Information about your transactions with us, our partners or others; and
- Information we receive from a consumer credit reporting agency.

#### To Whom Do We Disclose

We may disclose your personal non-public information about you to the following types of third parties:

- Financial service providers, such as companies engaged in providing personal loans, home mortgage or home equity loans;
- Other entities, such as nonprofit organizations or other non-financial companies involved in community development that may be assisting you; and
- Other non-financial companies such as Housing and Urban Development (HUD); Brunswick, Columbus or Pender County, but only for program review, auditing, research and oversight purposes.
- We may also disclose personal non-public information about you to third parties as permitted by law.

#### **Confidentiality and Security**

We restrict access to non-public personal information about you to our employees, on a need to know basis. Only those that need to know that information to provide products or services to you, including, aiding you in obtaining mortgages and financial counseling.

We maintain physical, electronic, and procedural safeguards to guard your personal non-public information. We do not disclose customer information to companies that perform marketing services on our behalf.

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### **DISCLOSURE STATEMENT**

I/We understand that it is my/our right and responsibly to decide whether to engage in any course of housing counseling with Brunswick Housing Opportunities (BHO) and to determine whether counseling is suitable for my/our housing problem.

I/We understand that we are not obligated to receive, purchase or utilized any other services offered by BHO or its exclusive partner in order to receive housing counseling.

I/We understand that BHO provides information on a broad range of housing programs and products ant that the housing counseling I receive from BHO in no way obliges me to choose any particular loan product or housing program discussed in my counseling sessions.

I/We understand that BHO does not guarantee that I/We receive mortgage financing from any lender and/or other mortgage financing entity.

I/We understand that a counselor may answer questions and provide information but cannot give legal advice. If I want legal advice, I will be referred for the appropriate assistance.

BHO believes in full disclosure to our Customers. Therefore, we are informing you that we currently have several community partners actively involved with our housing counseling initiative. Even so, our counselors do not endorse or recommend one entity over another. You have the right to choose lenders, mortgage products, and homes regardless of any references made by our counselor. In the case that BHO or its partner's own real estate, you are under no obligation to purchase or rent from either agencies.

# The Brunswick Housing Opportunities (BHO) provides the following housing counseling services in a private and confidential manner:

- Pre-purchase counseling,
- Pre-purchase Homebuyer Education Workshops
- Mortgage and Delinquency Resolution One on One Counseling
- Resolving/Preventing Mortgage Delinquency Workshops

- Financial Management, Debt Management and Budget Counseling
- Home Improvement and Rehabilitation Counseling
- Non Delinquency Post-Purchase Counseling

The counselor pledges to preserve strict confidentiality concerning the applicant and will neither give nor seek information except where others have a right to it. The counselor will make no decisions and take no action without the knowledge and consent of the applicant, at times the counselor will act to protect and promote the best interest of the applicant.

<u>I</u>/We understand that BHO has the discretion to charge reasonable fees for some counseling services, and that these fees will be explained to me prior to any counseling. I further understand that fees will not be charged if they create a financial hardship and that I will not be denied counseling if I cannot pay the fees.

## HOUSING COUNSELING AGREEMENT

**Brunswick Housing Opportunities, Inc.** and its counselors agree to provide the following services:

- Development of a spending plan
- Analysis of the mortgage/ lender issues
- Presentation and explanation of reasonable options available to the homebuyer/homeowner
- Assistance communicating with the mortgage services/lender.
- Timely completion of promised action
- Explanation of home buying or retention/transition process
- Identification of assistance resources
- Referrals to needed resources
- Confidentiality, honesty, respect and professionalism in all services

### I/We, agree to the following terms of service:

- I/We will always provide honest and complete information to my/our counselor, whether verbally or in writing.
- I/We will provide all necessary documentation and follow-up information within the time frame requested.
- I/We will be on time for appointments and understand that if we are late for an appointment, the appointment will still end at the scheduled time.
- I/We will call within 6 hours of a scheduled appointment if I/we will be unable to attend an appointment.
- I/We will contact the counselor about any changes in our situation immediately.
- I/We understand that breaking this agreement may cause the counseling organization to sever its service assistance to me/us.

#### **AUTHORIZATION FOR RELEASE OF INFORMATION**

I authorize Brunswick Housing Opportunities, Inc. and/or its counselors to:

- (a) To obtain personal information regarding my financial affairs, residential history, and information for government monitoring purposes in order to effectively serve me.
- (b) Obtain my/our credit report to review my/our credit file for informational inquiry purposes; for housing counseling in connection with my pursuit of funding for purchasing, maintain, and/or repairs of real property;
- (c) Waiver of provisions to the privacy act of 1974: Authorize the USDA to release and discuss any information we may seek or request from the USDA records concerning your application, closing documents and payment history for the mortgage obtained.
- (d) Inquire, discuss and/or negotiate my loan application or mortgage status with my lender, attorney, trustee and/or title company;
- (e) Obtain a copy of the Certificate of Completion, HUD-1 Settlement Statement, Appraisal, Loan Modification Agreement, Promissory Note, Contracts, Estimates, Assessments, Property Reports and any supporting document from the Funder and/or the entity that documents the funding of the purchase, modification and/or repairs.
- (f) Permit BHO, NC Housing Finance Agency (NCHFA)and/or duly designated third-party contractors and/or agents (for program evaluations purposes) to retrieve and review Customer information, utility bills, inspection reports and records, including credit reports within 2 years of the above Customer intake date as indicated above and to conduct follow-up interviews/communications with Customers for program evaluations purposes.
- (g) <u>If applicable</u> agree to participate in the Home Preservation Team repair program. This includes counseling and urgent and safety repairs performed by volunteers.
- (h) <u>If applicable</u> participating in the Home Preservation Team Program includes sharing information with other agencies on the Team to facilitate completing the repairs.
- (i) <u>If applicable</u> I understand that this information will be shared with the following agencies, Brunswick County Community Development Dept., Brunswick Senior Resources Inc., and members of the Home Preservation Team.
- (j) BHO may share statistical information about my transaction with NCHFA, NC Association of CDC's, HUD or other funders in conformance with the privacy policy.
- (k) Authorization is further granted to the Brunswick Housing Opportunities to use a photocopy of my/our signatures below, to obtain information regarding any of these items.

The mission of the BHO is to help families and individuals build wealth and assets through comprehensive programs of sustainable economic, social and neighborhood development. BHO intends to build, rent and manages properties, and provides comprehensive community services throughout the Cape Fear Region. From time to time, BHO may facilitate down payment assistance grants and/or loans to first time homebuyers through our IDA program, as well as other Federal, State and Local Funding sources.

By signing this document I agree that I have read or have had read to me the privacy policy, disclosure statement, housing counseling agreement and authorization for accepting BHO services. This agreement and releases can be terminated by notifying BHO in writing.

Name of Applicant (Please Print)  Last 4 digits of Social Security Number		Name of Co-Applicant (Please Print)  Last 4 digits of Social Security Number		

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