



# Faith and Community Empowerment

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## DISCLOSURE

FACE assists Clients through homebuyer counseling, foreclosure prevention education and financial literacy services and sometimes we will advise clients to use a licensed real estate broker or lender.

As a Client of FACE, you have the option of utilizing the services of the licensed real estate brokers and lenders on the list we provide. During Homebuyer Education classes, FACE has from time to time real estate agents and/or loan officers as guest instructors. These instructors are strictly volunteers providing expertise in their related field. You are under no obligation to utilize the services of the real estate brokers or lenders listed by FACE to purchase or sell a property or to obtain a mortgage loan.

**There are many real estate brokers, mortgage lenders and mortgage brokers and you, as a Client of FACE, are free to choose whomever you please to provide these types of services to you.**

The counseling services, including Foreclosure Prevention Counseling, and Homebuyer Education Counseling, may be offered by FACE, affiliates or directors, officers, employees, agents or partners or by other **providers and you are under no obligation to utilize services from FACE.**

FACE has financial affiliation with (Homefree-USA, RCAC, Wells Fargo, Torrey Pines Bank, Bank of Hope, Union Bank, Chase, Citibank, Bank of America, Boston Private Bank & Trust, U.S. Bank, Open Bank, NFMC, Freddie Mac and Bank of the West) who are industry partners. FACE does from time to time receive grants or donations from various lending institutions in order to provide free services to the public. FACE does not endorse nor recommend any real estate broker or mortgage lender. FACE provides a list of real estate brokers and lenders for the purpose of informing the public only.

### **Services Provided:**

- **Pre-purchase Counseling** -A client will meet with a counselor for one-on-one session(s) in determining mortgage readiness for home purchase.
- **Pre-purchase Homebuyer Education Workshops** - 8-hour class educating potential homebuyers on key topics related to the home buying process. Certificate received for use in down payment assistance programs.
- **Mortgage Delinquency and Default Resolution Counseling** - A client will meet with a counselor for one-on-one session(s) in assessing current hardship situation and steps to take to resolve mortgage delinquency. If necessary, agency will work on the client's behalf to submit a loan package and negotiate a workout resolution with the lender.
- **Financial Management/Budget Counseling** - A client will meet with a counselor for one-on-one session(s) in better money management, rebuilding credit, and achieving other financial goals.

**Acknowledgment: I/we have read this disclosure form, and understand it.**

\_\_\_\_\_  
Client Signature (Borrower)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client Signature (Co-Borrower)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Counselor/Instructor

\_\_\_\_\_  
Date



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## PRIVACY POLICY STATEMENT

FACE 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 information shared both orally and in writing will be managed within legal and ethical considerations. Your "nonpublic personal information," such as your total debt information, income, living expenses and personal information concerning your financial circumstances, will be provided to creditors, program monitors, and others only with your authorization and signature on the Foreclosure Mitigation Counseling Agreement. We may also use anonymous aggregated case file information for the purpose of evaluating our services, gathering valuable research information and designing future programs.

### ***Types of information that we gather about you***

Information we receive from you orally, on applications or other forms, such as your name, address, social security number, assets, and income;

-Information about your transactions with us, your creditors, or others, such as your account balance, payment history, parties to transactions and credit card usage; and

-Information we receive from a credit reporting agency, such as your credit history.

### ***You may opt-out of certain disclosures***

1. You have the opportunity to "opt-out" of disclosures of your nonpublic personal information to third parties (such as your creditors), that is, direct us not to make those disclosures.

2. If you choose to "opt-out," we will not be able to answer questions from your creditors. If at any time, you wish to change your decision with regard to your "opt-out", you may call us at 213) 985-1500 and do so.

### ***Release of your information to third parties***

1. So long as you have not opted-out, we may disclose some or all of the information that we collect, as described above, to your creditors or third parties where we have determined that it would be helpful to you, would aid us in counseling you, or is a requirement of grant awards which make our services possible.

2. We may also disclose any nonpublic personal information about you or former customers to anyone as permitted by law (e.g., if we are compelled by legal process)

3. Within the organization, we restrict access to nonpublic personal information about you to those employees who need to know that information to provide services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**Acknowledgment: I/we have read this Privacy Policy Statement, and understand it.**

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client Signature(Co-Borrower)

\_\_\_\_\_  
Date



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## PUBLIC RELATIONS RELEASE AGREEMENT

By signing this agreement, I, \_\_\_\_\_ give permission for FACE to use any photos, video clips, statements, background information, my story, and any other identifying information, to be used for public relations and promotional purposes by FACE. In the case that I successfully purchase a home through the FACE Housing Counseling Agency, I also agree to cooperate and participate in press conferences and media interviews.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date



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## CLIENT COUNSELING AGREEMENT

I agree to participate in (pre-post purchase counseling, budget/credit counseling, financial literacy, homebuyers education workshop, foreclosure/loss mitigation) counseling sessions to improve my ability to address my housing and/or financial needs. **FACE does not guarantee any results from the counseling sessions. I understand the following:**

- A. FACE staff counselors may discuss information on my credit history, personal financial circumstances, employment, or related problems as it may be necessary to seek a solution to my identified housing/credit problems with representatives of other firms or agencies as is necessary to seek & solution to key problem(s).
- B. Information I provide are accurate to the best of my knowledge at the time of counseling. I will advise any incorrect information or anything that has been changed immediately.
- C. Information about your personal circumstances will be treated with total confidentiality and that at no time will information be released to any third party without any express written consent (i.e. release of information).
- D. I agree to work with FACE counselors to develop a case management plan to resolve my housing and/or financial problem(s). Further, I also agree to perform in a timely manner, any and all tasks assigned to me in developing this case management plan.
- I. Pre-Purchase counseling: I understand I will cooperate with the counselors for any update of my income /debt situation. I will cooperate for the complete intake and counseling procedures. Intake process will consist of (1) completing the intake form, including all required signatures, (2) providing full budget information, and (3) providing other supporting documents requested by the housing counselors. As needed, I will provide all necessary documents for pre-approval qualification. **I understand FACE counselors will give recommendations to the best of their knowledge and I am making the final decision.**
- II. Foreclosure Prevention (F/C) counseling: I understand that I will cooperate with the counselors for the complete intake process. The intake process will consist of (1) completing the intake forms with ALL signatures, (2) providing budget information, (3) providing hardship letters and the full packet required by the counselor and/or lender, and (4) providing other supporting documents requested by housing counselors. I understand that I will not seek any counseling without the full cooperation. **I understand FACE counselors will give recommendations to the best of their knowledge with the provided information. I agree to do ALL necessary actions according to the action plan,** and it might include preparation of the hardship packet, submitting the hardship packet to the lender, and updating KCCD counselors for any changes of my situation.
- E. FACE does not offer any legal advice.
- F. All materials and information obtained in assisting me will be the property of FACE.
- G. I agree to hold FACE, its representatives, collaborator agencies and organizations harmless for any misinterpretations by myself of information provided.
- H. I understand that I am NOT obligated to receive any other services offered by FACE (First Time Home Buyer Program) or its partners. (FACE does not currently have any financial relationship between any industry partners). I have right to use loan products other than those offered by FACE and purchase or rent properties other than those owned by FACE.
- I. I understand that FACE staff and counselors will provide me with tools to make sound decisions and they are not my agents or legal representatives.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Counselor Signature

\_\_\_\_\_  
Date