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## Program Seller Participating Agreement

Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between NEST BUILDERS and \_\_\_\_\_ Seller (s)

NEST BUILDERS is a charitable organization whose mission is to promote responsible home ownership. Seller desires to qualify a certain property located at:

Property Street Address \_\_\_\_\_

City, Province \_\_\_\_\_ Canada, Postal Code \_\_\_\_\_

The above listed property is a Participating Home under NEST BUILDERS down payment assistance program.

1. Qualification of the Subject Property as a Participating Home. Seller agrees to perform all of the following conditions to qualify the subject property as a participating home under NEST BUILDERS Program.
  - a. Accept buyer's terms for financing utilizing an eligible loan program that accepts charitable gifts from non-profit organizations.
  - b. Deliver the real estate purchase contract and receipt for deposit to a NEST BUILDERS approved lawyer.

The satisfaction of all the criteria set forth above qualifies the Subject Property as a property that may be purchased by a Buyer utilizing gift funds from the "NEST BUILDERS Program" ("Participating Home").

2. Seller Contributions to NEST BUILDERS for Homeownership Outreach Services.

NEST BUILDERS agrees to assist in the dissemination of pre-qualification information to prospective homebuyers, including NEST BUILDERS home buying guide, and to utilize NEST BUILDERS Program to provide home ownership education and down payment assistance to qualified homebuyers, any one of which may elect to purchase the Participating Home. In consideration of the foregoing, Seller agrees to make a contribution to NEST BUILDERS of \$\_\_\_\_\_ equal to 6% of the Selling Price within (2) business days from the transfer of the Participating Home to the Buyer. Seller irrevocably assigns to NEST BUILDERS, from the proceeds of the sale of your home to NEST BUILDERS in the amount of the gifted amount plus one percent (1%) for a total of 6% donation.

Seller understands that the contribution will ***not*** be used to provide down payment assistance to the Buyer of the Participating Home, and that the gift funds provided to the Buyer toward the purchase of the Seller's home are derived from pre-existing NEST BUILDERS funds. Seller further understands that the Seller is only obligated to make the contribution if a homebuyer utilizing NEST BUILDERS Program purchases the Participating Home.

3. Return of Gift Funds in the Event of Non-Purchase.

Seller acknowledges that in the event that the Buyer is unsuccessful in obtaining a loan and does not close within ten (10) business days after the gift funds are deposited with the lawyer, then the seller instructs and authorizes the lawyer to return the gift funds to NEST BUILDERS without recourse. Seller understands that the Seller is not obligated to make the contribution if the closing is terminated.

Agreed: Seller (s) Signature: \_\_\_\_\_ & \_\_\_\_\_ Date: \_\_\_\_\_

Seller (s) Name Printed: \_\_\_\_\_ & \_\_\_\_\_ Date: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Witness Printed: \_\_\_\_\_

Lawyer Name: \_\_\_\_\_

Law Firm Name: \_\_\_\_\_

Lawyer Phone & Fax #: \_\_\_\_\_

\*Some Conditions Apply