

# Buyer Protection Guarantee



**STANFORD**  
MORTGAGE

A Division of Finance of America Mortgage LLC

**Allowing you to write an offer without a loan contingency.**

We are pleased to confirm that \_\_\_\_\_ is/are conditionally pre-approved for a home loan and protected by our "Buyer Protection Guarantee." If we're unable to close the loan, we'll pay up to \$1,000 for inspection and appraisal costs. We'll also reimburse you any lost earnest money deposit up to \$5,000.

Our Stanford Mortgage "Buyer Protection Guarantee" allows you to submit your offer without a "Loan Contingency." This will improve your offer in a very competitive market, increasing the likelihood your offer will be accepted in a multiple offer situation.

Your offer should always include, but not limited to, appropriate Property Inspections, availability and cost of Flood and Fire Insurance Contingencies, and if needed an Appraisal Contingency. This Buyer Protection Guarantee does not alter or change your contractual rights in your purchase agreement and is simply designed to allow you to write an offer without the need to include a Loan Contingency.

Max Loan Amount: \_\_\_\_\_ Loan Number: # \_\_\_\_\_

Max Interest Rate: \_\_\_\_\_ Max Sales Price: \_\_\_\_\_

Loan Program: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

\_\_\_\_ Buyer acknowledges they have read and understand the terms, conditions and eligibility requirements of the program.

\_\_\_\_ Buyer is rate protected with a Rate Lock: Yes No until: \_\_\_\_\_.

This transaction must close by the expiration date shown above or the commitment becomes invalid. In the event this transaction fails to close due to no fault of the buyer as determined by Stanford Mortgage. We will pay up to one thousand dollars (\$1,000) for inspection and appraisal costs. In addition we will reimburse you, up to \$5,000 for a lost earnest money deposit, due to the loan not closing. This guarantee is also subject to receipt of an acceptable appraisal, title commitment, removal of inspection and/or sales contingencies and short sale approval by bank (if applicable). Buyer shall use Stanford Mortgage as the lender for this Guarantee to remain valid. This addendum is void if the borrower(s) voluntarily withdraws or cancels the loan application with Stanford Mortgage.

\_\_\_\_\_  
Branch Manager, MLO#

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stanford Mortgage Loan Officer, MLO#

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

# Stanford Mortgage Buyer Protection Guarantee

## Terms, Conditions and Eligibility Requirements:

If Stanford Mortgage issued a preliminary underwriting credit approval, and is then unable to close on the borrower's loan, we will pay the borrower up to \$1,000 for inspections and appraisal expenses incurred. Stanford Mortgage will also reimburse the borrower for their lost earnest money deposit, up to \$5,000. See terms and conditions below. A certificate of credit approval will be issued with the date of the preliminary credit approval.

- 1) Stanford Mortgage Buyer Protection Guarantee covers the preapproval of the borrower's mortgage loan. Buyers Deposit and/or Closing Costs Protection (collectively the "guarantee") will apply only if there are no material changes in the borrower's application or credit status from the date of preliminary credit approval through closing. A Certificate of Guarantee will be issued with the date of the preliminary credit approval. Material changes include changes in underwriting guidelines, the loan amount or loan product, loss or change of employment or income, undisclosed liabilities or increases in debt, fraud, misrepresentations or material omissions in the loan application and supporting documents.
- 2) The guarantee is not a mortgage loan approval nor a commitment to lend, and is subject to the customer satisfying all underwriting guidelines and loan approval conditions, including identifying a property that is acceptable collateral to Stanford Mortgage and satisfying all appraisal and title requirements.
- 3) This program only applies to loans to be funded by Stanford Mortgage using conventional, high balance (non-jumbo), FHA, USDA and VA loan programs for one to four family dwelling units only and excludes second liens, investment properties, refinance loans, renovation loans, non-purchase money home equity lines of credit, interim construction loans or other temporary financing, loans brokered to or by Stanford Mortgage, loans involving short sales, or any other purchase contract that requires the approval from a third party (e.g., relocation company, etc.).
- 4) Unforeseen circumstances adversely affecting the ability to perform will void Stanford Mortgage's obligation under this Program (natural disasters, war, catastrophic event, or other major event beyond Stanford Mortgage's control).
- 5) If Stanford Mortgage does not perform and does not pro-actively provide any credits or payments required under the guarantee, you must request the funds within 90 days from a loss being incurred.
- 6) Employees of Stanford Mortgage or its affiliates and their immediate family members are not eligible to participate in the program.
- 7) The guarantee is not transferable or assignable. Stanford Mortgage reserves the right to amend or terminate this program and the guarantee at any time except as to qualified home purchasers with submitted applications prior to the date of the amendment or termination.
- 8) All payments made under this guarantee shall be the only recourse and obligation of Stanford Mortgage under this program. Any other indirect, special or consequential damages due to Stanford Mortgage's failure to timely close a loan are hereby disclaimed.
- 9) The guarantee and this program apply to purchase loan applications received by Stanford Mortgage after February 16th, 2021.
- 10) Buyer and Seller both must agree to and sign the "Liquidated Damages" provision of the Purchase Agreement, as a condition of this Buyer Protection Guarantee.
- 11) Your offer should always include, but not limited to, appropriate Property Inspections, availability and cost of Flood and Fire Insurance Contingencies, and if needed an Appraisal Contingency. This Buyer Protection Guarantee does not alter or change your contractual rights in your purchase agreement and is simply designed to allow you to write an offer without the need to include a Loan Contingency.
- 12) Since not all properties will qualify for all loan programs (or even any loan program) you should always confirm in writing with your Stanford Mortgage Advisor that the property you would like to buy is in fact eligible for the loan type and/or loan program you would like to use prior to writing an offer without a loan contingency (IE. A Log Home, a Dome Home, a Home off-the-grid, etc., etc. may not be financeable).

Inter-County Title, Stanford Mortgage, CENTURY 21 Select Real Estate, Inc., CENTURY Cornerstone Realty, Coldwell Banker Select Real Estate, Select Business Development Group, Select Property Management, Olympia Mortgage & Investment Company, Inc. are all part of the Select Group family of companies with shared ownership and financial affiliation.



Buyer Initial

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