# Homebuyer Protection

Give your buyers the confidence to make their next move

Guild Mortgage has an enhanced Homebuyer Protection Package designed to ease the uncertainties of buying a home.





## Credit Approval Protection\*

Get up to \$5,000 in earnest money and \$1,000 in inspection or appraisal fees if we can't close your loan due to our error



Lock in your rate for 120 days with a onetime float down option



Get \$500 towards closing costs if your loan doesn't close on time due to our delay

# (\$) Payment Protection Program\*

No lender fee refinance if interest rates drop after purchase

'Subject to requirements listed in the program terms and conditions on the back page and online at www.guildmortgage.com/homebuyer-protection. Homebuyer Express not available in Oregon.

## Let's get started!



## Angela Thorpe Loan Officer NMLS ID# 316230 938 S University Park Blvd Suite 200 Clearfield, UT 84015 O: 801.645.5224 | M: 801.645.5224

angela.thorpe@guildmortgage.net

Apply Online guildmortgage.com/angelathorpe





I am authorized to do business in the state of Utah. Guild Mortgage Company; NMLS #3274; Equal Housing Opportunity; www.nmlsconsumeraccess.org. All information, loan programs & interest rates are subject to change without notice. All loans subject to underwriter approval. Terms and conditions apply. Always consult an accountant or tax advisor for full eligibility requirements on tax deduction. For use by Real Estate Professionals only. Not intended for public use or distribution.

## **GENERAL TERMS AND CONDITIONS (APPLICABLE TO ALL PROGRAMS):**

- This 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 Guild Mortgage ("Guild") and satisfying all appraisal and title requirements.
- 2. This only applies to loans to be funded (Lock and Shop and CAP) or funded (HBE) by Guild using conventional, FHA 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 Guild, loans involving short sales, or any other purchase contract that requires the approval from a third party (e.g., a lender, relocation company, etc.). High balance loans are excluded from the Lock and Shop Program.
- 3. All payments are subject to maximum allowable lender credit and minimum contribution requirements under applicable loan programs (e.g., FHA, VA, Fannie Mae, Freddie Mac, etc., program guidelines). FHA and Rural Development regulations require a minimum cash investment by the borrower, which may limit the amount of any lender credits or payments by Guild under these offers.
- Unforeseen circumstances adversely affecting the ability to perform will void Guild's obligations under the Program (natural disasters, inclement weather, catastrophic event, or other major event beyond Guild's control). Applicable law or investor requirements may impose a required waiting period prior to closing, including but not limited to a waiting period due to re-disclosure of updated loan, or TRID (TILA / RESPA Integrated Disclosure Rule) or Real Estate Settlement Procedures Act disclosure information, or delivery of an appraisal or appraisal addenda, and that waiting period may prohibit us from closing on the set closing date.
- Guild reserves the right to amend or terminate these offers at any time except as to qualified home purchasers with submitted applications prior to the date of the amendment or termination. The offers are not transferrable or assignable.
- 6. All payments, if applicable, made under these offers shall be the only recourse and obligation of Guild. Any other indirect, special or consequential damages due to Guild's failure to timely close a loan are hereby disclaimed.
- 7. If Guild does not perform and does not proactively provide any credits or payments required under the applicable program, you must request the funds within 90 days from closing. Any payment made under the guarantee will be reported to the IRS on Form 1099-MISC. Please consult your tax advisor regarding any tax implications.
- 8. These offers only apply to purchase loan applications received by Guild after April 15th, 2019.

## Lock and Shop:

- 1. Lock and Shop Program ("Program") will lock your initial interest rate for up to 120 days. To be eligible for the Program, borrower must complete a loan application with Guild Mortgage ("Guild"). No property address is required when completing the application.
- 2. Borrower must supply the fully executed purchase and sales contract within 90 days of participating in the Program.
- 3. This Program only applies to home purchases to be funded by Guild using conventional, FHA and VA conforming loan programs for one to four family dwelling units only and excludes high balance loans, second liens, investment properties, refinance loans, renovation loans, nonpurchase money home equity lines of credit, interim construction loans or other temporary financing, loans brokered to or by Guild, loans involving short sales, or any other purchase contract that requires the approval from a third party (e.g., a lender, relocation company, etc.).
- 4. There is an up-front lock-in fee ("Fee") associated with this Program due at time of lock. The Fee may vary based on market volatility. The Fee is applicable at time of funding. If the loan does not fund, the Fee is forfeited. The Fee is non-refundable in the event of underwriting denial or Guidelines Changes. However, in California and Missouri, if the loan is denied through no fault of borrower (e.g. borrower did not make omissions or representations and did not qualify), Borrower is entitled to a refund of the Fee.
- 5. The Program may be amended or terminated at any time except as to qualified home purchasers with submitted applications prior to the date of the amendment or termination. The Program is not transferable or assignable.
- 6. Unforeseen circumstances adversely affecting the ability to perform will void Guild's obligations under the Program (natural disasters, inclement weather, catastrophic event, or other major event beyond Guild's control). Applicable law or investor requirements may impose a required waiting period prior to closing, including but not limited to a waiting period due to re-disclosure of updated loan, or TRID (TILLA / RESPA Integrated Disclosure Rule) or Real Estate Settlement Procedures Act disclosure information, or delivery of an appraisal addenda, and that waiting period may prohibit us from closing on the set closing date.
- 7. The Program 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 Guild and satisfying all appraisal and title requirements.
- 8. This offer only apply to purchase loan applications received by Guild after April 22nd, 2022.

## **Credit Approval Protection (CAP):**

- Credit Approval Protection covers the preapproval of the borrower's credit package. Credit Approval Protection 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. Material changes includechanges 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. Employees of Guild or its affiliates and their immediate family members are not eligible to participate in the program.

#### HomeBuyers Express (HBE):

- 1. To be eligible for HBE, Borrower must complete a loan application with Guild Mortgage ("Guild") and receive Credit Approval prior to executing a purchase and sales contract. Credit Approval must be obtained within 60 days of the date of the fully executed purchase and sales contract.
- 2. Borrower must supply the fully executed purchase and sales contract within 72 hours of the fully signed purchase and sales agreement; no later than fourteen days prior to closing.
- 3. All additional documentation, requested after the initial collection of data, must be provided within 48 hours of the request. You must lock your loan with Guild at least 15 days before the purchase and sale closing date. Any client, seller or third party delays, either through their actions or omissions, will void the guarantee (e.g., being out of town or otherwise unavailable, not providing requested documentation, change in the loan amount, program, down payment or terms, not timely signing of loan and closing documents, etc.)
- 4. The guarantee is not valid if applicable law imposes a required waiting period prior to closing, including a waiting period due to redisclosure to you of updated loan information, and that waiting period prevents Guild from closing on time.
- 5. Employees of Guild or its affiliates and their immediate family members are not eligible to participate in the program.

#### **Payment Protection Program:**

- 1. Payment Protection Program ("Program") allows for a rate and term refinance with no lender fees to qualified applicants.
- 2. The Program is not a guarantee that the borrower or the property will qualify for a refinance, nor is it a guarantee that a lower interest rate or payment can be provided to the borrower by Guild Mortgage Company.
- 3. The borrower must close their purchase loan with Guild Mortgage Company between 10/17/2022 and 6/28/2024 with a non-bond FHA, VA, USDA or conventional conforming or high balance loan to be eligible for the Program.
- 4. The borrower will be provided with a Payment Protection Program Certificate ("Certificate") upon closing which can be used to claim their refinance with no lender fees under the Program.
- 5. To be eligible, the refinance must be a first lien rate and term refinance (no cash out) of the same property and paying off the loan originally financed by Guild Mortgage Company. The refinance must close no later than December 31, 2025 to be eligible for the Program.
- 6. The borrower and property must qualify for the refinance, including meeting all applicable underwriting guidelines and closing conditions as they are in effect at the time of approval.
- 7. The borrower must have made at least six (6) consecutive on-time payments on the purchase loan before applying for the refinance.
- 8. Fees that will be waived or paid by lender on the eligible refinance under the Program include only fees paid to the lender, including origination, processing, underwriting, administration, closing, or funding fees, as applicable. It does not include fees charged to reduce the interest rate, including discount points and buydown fees, and does not include fees paid to third parties other than Guild Mortgage Company, including but not limited to tax service fees, wire, appraisal or credit reports, settlement agent/ attorney fees, insurance, notary or government fees.
- 9. The Program is only valid for loans originated through Guild Mortgage Company's retail channel.
- 10. Offer may not be redeemed for cash or credit and is not transferrable. Offer cannot be retroactively applied to any loans. Offer may not be used with any other discounts or promotions.
- 11. This is not a commitment to lend.
- 12. Refinancing may cause finance charges to be higher over the life of the loan.
- 13. Unforeseen circumstances that adversely affect the ability to perform will void Guild's obligation under the Program.
- 14. Program not available in New York.
- 15. The borrower is responsible for making all payments due in accordance with the terms of their loan.