CONTRACT FOR
HHF ADVISOR SERVICES FOR THE HFA HARDEST HIT FUND UNEMPLOYMENT MORTGAGE ASSISTANCE PROGRAM AND MORTGAGE LOAN REINSTATEMENT PROGRAM
BETWEEN
FLORIDA HOUSING FINANCE CORPORATION
AND
[redacted]

This Contract for Hardest Hit Fund (HHF) Advisor Services for the HFA Hardest Hit Fund Unemployment Mortgage Assistance Program (UMAP) and Mortgage Loan Reinstatement Program (MLRP) #2010-07-02-001 (Contract) is entered into by and between the FLORIDA HOUSING FINANCE CORPORATION (Florida Housing), a public corporation and a public body corporate and politic, with headquarters located at 227 North Bronough Street, Suite 5000, Tallahassee, Florida, 32301, and [redacted], a [redacted] (HHF Advisor) located at [redacted]. This Contract shall become effective upon the date the last party signs the Contract (Effective Date).

MUTUAL UNDERSTANDINGS

Florida Housing was directed by the U.S. Department of the Treasury (Treasury) to create and administer foreclosure prevention assistance programs that address the unique issues of our state. Treasury requires that Florida use a portion of these funds specifically for targeted unemployment programs that provide temporary assistance to eligible homeowners. These targeted unemployment programs are as follows:

- Unemployment Mortgage Assistance Program (UMAP) will provide up to 18 months of payments to the mortgage lender to assist unemployed/underemployed borrowers with their first mortgage until they can resume payments on their own.

- Mortgage Loan Reinstatement Program (MLRP) will be used to bring a delinquent mortgage current for a homeowner who has returned to work or recovered from underemployment.

The UMAP and the MLRP are referred to collectively as the "Unemployment Programs."

As used herein, the term "Applicant" means the borrower (including any co-borrower) under a mortgage loan who applies for assistance under the Unemployment Programs.

The HHF Advisor shall perform and render the services identified in this contract as an independent Contractor and not as an agent, representative, or employee of Florida Housing. These services shall be known as "Contractor and professional services" and shall include, but not limited to, the provision of advice and assistance to Florida Housing in the following areas:

- Applicant intake;

- Determination of the Applicant's eligibility for assistance under UMAP and/or MLRP;
- Continuing case management of Applicants assisted with UMAP/MLRP; and
- Reporting activities.

Florida Housing has a need for such services and does hereby accept the offer of the HHF Advisor upon the terms and conditions outlined in this Contract.

Florida Housing has the authority pursuant to Florida Law to direct disbursement of funds for compensation to the HHF Advisor under the terms and provisions of this Contract.

NOW, THEREFORE, the parties agree as follows:

1. RECORDKEEPING

The HHF Advisor must use Counselor Direct, the client management software available at www.FLhardesthithelp.org to provide the required data elements under the Contract

2. ENGAGEMENT OF THE HHF ADVISOR

The HHF Advisor agrees to provide the services in accordance with the terms and conditions hereinafter set forth, unless otherwise stated in this Contract. The HHF Advisor understands and agrees that all services under this Contract are to be performed solely by the HHF Advisor, unless prior written approval and consent is received from Florida Housing for any subcontract or assignment of services.

The HHF Advisor shall use the applicable criteria set forth in the Advisor Hardest Hit Fund Procedure Manual dated February 2011, a copy of which is attached hereto and incorporated herein by reference, to determine the Applicant's eligibility for UMAP and MLRP assistance. These criteria have already been modified based on lessons learned during the pilot program and it is anticipated that further modifications may be necessary. Updated procedures will be made available to the HHF Advisor in the Counselor Direct system. The HHF Advisor is required to apply the eligibility criteria in effect at the time the eligibility determination is made for an Applicant.

References herein to this Contract shall be deemed to include the attached manual, as same be modified from time to time during the term hereof.

3. INCORPORATION OF MUTUAL UNDERSTANDNGS, LAWS, RULES AND REGULATIONS

The Mutual Understandings set out above are incorporated into and made a part of this Contract.

Applicable federal and state laws, rules, and regulations, as well as such written directives and guidance as may be issued from time to time by Treasury with regard to the Unemployment Programs, shall govern both the HHF Advisor and Florida Housing.

4. EFFECTIVE DATE AND TERM OF AGREEMENT

This Contract shall begin upon the date the last party signs the Contract (Effective Date).

The term of this Contract shall be for a period of two (2) years following the Effective Date, subject to satisfactory performance of the HHF Advisor at the sole discretion of Florida Housing. If the parties mutually agree in writing, the Contract may be renewed up to three (3) times. Each renewal shall be for an additional one-year period.

5. MODIFICATION OF AGREEMENT

Either party may request a modification of the provisions of this Contract. Modifications that are mutually agreed upon shall be valid only when reduced to writing, signed by the parties and attached to this Contract. All other terms and provisions, not so modified, shall remain in full force and effect.

6. COMPENSATION

The HHF Advisor will not be permitted to charge the borrower for any services rendered. All compensation will be supplied by Florida Housing and the HFA Hardest Hit Fund in amounts set forth below:

- Determination of eligibility for UMAP/MLRP - $250 per Applicant
- Closing - $100
- Monthly case management - $75 per month per Applicant
- Initial one-time start-up payment of $2,400, upon execution of the contract.

7. FILES

The HHF Advisor shall maintain all documents and information received or generated in connection with any Applicant in a manner which safeguards the privacy of the Applicant's information. Paper documentation must be kept in secured file cabinets. Scanned or electronically stored documents must be safeguarded in a fashion that securely maintains Applicant privacy.

(a) Contents of the Files: The HHF Advisor shall maintain Applicant files containing documentation sufficient to verify an Applicant's eligibility (or ineligibility) for UMAP and/or MLRP assistance in accordance with the applicable eligibility guidelines under this Contract, as well as all compensation paid to the HHF Advisor for services rendered in connection with this Contract; such files shall include reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by the HHF Advisor in connection with this Contract.

(b) Retaining the Files: The HHF Advisor must retain the files for a minimum of three (3) years from the outcome date or longer if there is an audit, investigation or litigation in progress. Additional time may also be required if other assistance programs are used with longer retention periods. It is the HHF Advisor's responsibility to determine the proper retention period. At the time of disposal, paper files may be shredded, incinerated or buried in a public landfill, in accordance with State laws and rules. For electronic records containing information that is confidential or exempt from disclosure, appropriate destruction methods include physical destruction of storage media such as by shredding, crushing, or incineration; high-level overwriting that renders the data unrecoverable; or degaussing/demagnetizing.

(c) Access to the Files: The HHF Advisor and its employees shall allow Florida Housing, or its agent(s) and compliance monitor(s), physical access to the files and records maintained by the HHF Advisor under this Contract during normal business hours, 9:00 a.m. to 5:00 p.m., Eastern Time, Monday through Friday, provided such day is not a holiday. Florida Housing shall make reasonable effort, but shall not be required, to notify the HHF Advisor 24-hours in advance of such visit; such notice may be in the form of a phone call or an email directed to the HHF Advisor's contract administrator as designated in this Contract.

(d) Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by the HHF Advisor in connection with this Contract is subject to the provisions of Section 119.01-.19, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). The HHF Advisor represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

(e) Electronic Files and Records: The HHF Advisor understands that its services under this Contract are subject to ongoing monitoring and review by Florida Housing or by its compliance monitors. Because of the cost, time and disruption associated with on-site audits, the parties intend that the compliance monitoring under this Contract be conducted off-site to the extent possible. The HHF Advisor shall maintain its files and records in connection with the services rendered under this Contract in electronic form and, upon request, shall transmit electronic copies of those files and records to Florida Housing, or to its compliance monitor(s), or to Treasury, or to its designee(s). The HHF Advisor shall transmit electronic copies of the requested files or records to the requesting party promptly following request, but in no event later than 12:00 noon on the next business day following the day of the request. Florida Housing reserves its rights under Section 7. (c) of this Contract to conduct on-site inspections of the HHF Advisor's files and records under this Contract.

8. LIABILITY

(a) Florida Housing shall not be deemed to have assumed any liability for the acts, omissions, or negligence of the HHF Advisor, its agents, its servants, or employees, and the HHF Advisor specifically accepts responsibility for its acts, omissions or negligence and for the acts, omissions or negligence of its agents, servants or employees, and holds Florida Housing

harmless from the claims of any third party which may arise due to the acts, omissions, or negligence of the HHF Advisor or its agents, servants or employees. The HHF Advisor further acknowledges that it is not an employee or agent of Florida Housing while performing the services contemplated by this Contract. Rather, the HHF Advisor acknowledges that it is performing the services under this Contract as an independent contractor. The HHF Advisor warrants and represents that it is authorized to do business in the State of Florida, and that it has and will maintain at all times during the term of this Contract all requisite licenses and permits as may be required for doing business and practicing its profession.

(b) The HHF Advisor specifically accepts responsibility for compliance with all applicable Florida laws, federal laws, Florida Housing rules and Florida Housing policies.

(c) The HHF Advisor specifically accepts responsibility for the payment of all income taxes, assessments, or contributions that may be required to be paid to any unit of government as a result of the payments paid to or by the HHF Advisor in conjunction with the services rendered pursuant to this Contract or in connection with the HHF Advisor's property. At no time shall the HHF Advisor make any commitments for or incur any charges or expenses for, or in the name of, Florida Housing.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by Florida Housing.

(e) The HHF Advisor shall not be relieved of liability to Florida Housing for damages sustained by Florida Housing by virtue of any termination or breach of this Contract by the HHF Advisor.

(f) The HHF Advisor must maintain professional liability insurance throughout the term of the Contract in an amount that is standard for the industry, but not less than $100,000.

9. DEFAULT AND REMEDIES

(a) If any of the events listed in subparagraph (b) (Events of Default) occur, all obligations on the part of Florida Housing to continue doing business with the HHF Advisor or assign any future transaction to the HHF Advisor shall, if Florida Housing so elects, terminate and Florida Housing may, at its option, exercise any of its remedies set forth herein, or as otherwise provided by law. However, Florida Housing may continue doing business with the HHF Advisor as a participant after the happening of any event listed in subparagraph (b) without waiving the right to exercise such remedies, without constituting a course of dealing, and without becoming liable to include the HHF Advisor in the final transaction.

(b) Events of Default shall include, but not be limited to, the following:

i. If any report, information, representation or material provided by the HHF Advisor in this Contract, is inaccurate, false or misleading;

ii. If any warranty or representation made by the HHF Advisor in this

Contract, or any other outstanding agreement with Florida Housing, is deemed by Florida Housing to be inaccurate, false or misleading in any respect;

iii. If the HHF Advisor fails to keep, observe, or perform any of the terms or covenants contained in this Contract, or is unable or unwilling to meet its obligations as defined in this Contract;

iv. If, in the sole discretion of Florida Housing, the HHF Advisor has failed to perform or complete any of the services identified in this Contract;

v. If the HHF Advisor has not complied with all Florida laws, Federal laws, Florida Housing rules or Florida Housing policies applicable to the work or services to be provided under this Contract;

vi. If the HHF Advisor permits or engages in discrimination against any Applicant on any prohibited basis, including, but not limited to, gender, race, religion, color, familial status, national origin, ancestry, creed, pregnancy, martial or parental status, sexual orientation, or physical, mental, emotional or learning disability in performing any service identified in this Contract;

vii. If the HHF Advisor does not comply with the terms and conditions set forth in Section 420.512(5), Fla. Stat.;

viii. If the HHF Advisor commits fraud or engages in activities deemed fraudulent or misleading by Florida Housing;

ix. If the HHF Advisor refuses to permit public access to any document, paper, letter, or other material subject to disclosure under Florida's Public Records Law; or

x. If the HHF Advisor, or any of its staff, are listed on Florida Housing's Past Due or Non-Compliance List (available on Florida Housing's website).

(c) Upon the happening of any Events of Default listed in subparagraph (b) above, Florida Housing will provide written notice of the Default through first class certified mail, return receipt requested (Notice of Default), to the address set forth in Section 11 herein.

(d) Upon the happening of any Events of Default listed in subparagraph (b), Florida Housing may provide the HHF Advisor a period of time to cure the Event of Default (Cure Period). If Florida Housing provides a Cure Period, Florida Housing will notify the HHF Advisor of the length of the Cure Period in the Notice of Default.

(e) Upon the happening of any Event of Default, or if Florida Housing provides a Cure Period and if the HHF Advisor is unable or unwilling to cure the Event of Default within the Cure Period, Florida Housing may exercise any remedy permitted by law. The pursuit of any one of the following remedies shall not preclude Florida Housing from pursuing any other remedies contained herein or otherwise provided at law or in equity. The remedies include, but are not limited to the following:

i. Florida Housing may terminate the Contract;

ii. Florida Housing may commence an appropriate legal or equitable action to enforce performance of the terms and conditions of this Contract;

iii. Florida Housing may exercise any corrective or remedial actions including, but not limited to, requesting additional information from the HHF Advisor to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the HHF Advisor to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the HHF Advisor to reimburse Florida Housing for the amount of costs incurred; or

iv. Florida Housing may exercise any other rights or remedies that may be otherwise available under law.

10. TERMINATION

(a) Florida Housing may terminate this Contract without cause and the Contract will automatically terminate on the tenth (10th) day after the representative of the HHF Advisor as identified in Section 11 receives written notice through first class certified mail, return receipt requested (Termination Notice). This Termination Notice shall be sent to the representative of the HHF Advisor identified in Section 11 herein.

(b) Florida Housing shall unilaterally terminate this Contract on the tenth (10th) day after the representative of the HHF Advisor as identified in Section 11 receives the Termination Notice if the HHF Advisor fails to comply with Florida's Public Records Law.

(c) Florida Housing shall unilaterally terminate this Contract on the tenth (10th) day after the representative of the HHF Advisor as identified in Section 11 receives the Termination Notice if the HHF Advisor fails to comply with the terms and conditions set forth in s. 420.512(5), Fla. Stat.

(d) Florida Housing may terminate the Contract for cause, including, but not limited to, the Events of Default contained in this Contract. The Contract will automatically terminate on the tenth (10th) day after the representative of the HHF Advisor as identified in Section 11 receives the Termination Notice.

(e) This Contract may be terminated by either party upon ten (10) days written notice. The Contract will automatically terminate on the tenth (10th) day after all the parties consent in writing to the Termination Notice.

11. ADMINISTRATION OF CONTRACT

(a) The Florida Housing contract administrator for this Contract is:

Sherry Green
Contracts Administrator
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: (850) 488-4197
Facsimile: (850) 414-6548
E-mail: sherry.green@floridahousing.org
or the designated successor.

(b) The primary HHF Advisor contract administrator for this Contract is:

_____
_____
_____
_____
Phone: _____
Facsimile: _____
Cellular: _____
E-mail: _____
or the designated successor.

(c) If applicable, the additional HHF Advisor contract administrator for this Contract is:

_____
_____
_____
_____
Phone: _____
Facsimile: _____
Cellular: _____
E-mail: _____
or the designated successor.

(e) The Florida Housing program contact for this Contract is:

David Westcott
Director of Homeownership Programs

Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: (850) 488-4197
Facsimile: (850) 488-9809
E-mail: david.westcott@floridahousing.org
or the designated successor.

(f) All written and verbal approvals referenced in this Contract shall be obtained from the parties' contract administrator or their respective designees.

(g) All notices shall be given to the parties' respective contract administrators or their respective designees.

12. CONFIDENTIALITY.

(a) Subject to the provisions of Florida's Public Records Law, as applicable to Florida Housing, all materials furnished to Florida Housing pursuant to this Contract are confidential and the HHF Advisor will treat such materials as confidential and will not reveal or discuss such materials or any other information learned as a result of this Contract with any other person or entity, except as authorized or directed by Florida Housing.

(b) In addition, working papers, copies, internal documents, procedures, methods and related materials are considered confidential and/or proprietary and the HHF Advisor shall treat such information as confidential and/or proprietary and shall not reveal or discuss any such information with any other person or entity, except as authorized or directed by Florida Housing. All such records and materials will remain the property of Florida Housing.

(c) If the HHF Advisor is required to disclose or publish the existence or terms of this Contract pursuant to Florida's Public Records Law, then the HHF Advisor shall notify Florida Housing in writing of such disclosure within two (2) days after receipt of the Public Records request.

13. OTHER PROVISIONS

(a) This Contract shall be construed under the laws of the State of Florida and venue for any actions arising out of this Contract shall lie in Leon County.

(b) If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict and shall be deemed severable, but shall not invalidate any other provision of this Contract.

(c) No waiver by Florida Housing of any right or remedy granted hereunder or failure to insist on strict performance by the HHF Advisor shall affect or extend or act as a waiver of any other right or remedy of Florida Housing hereunder, or affect the subsequent exercise of the

same right or remedy by Florida Housing for any further or subsequent default by the HHF Advisor. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing.

(d) Any power of approval or disapproval granted to Florida Housing under the terms of this Contract shall survive the terms and life of this Contract as a whole.

(e) The Contract may be executed in any number of counterparts, any one of which may be taken as an original.

14. LOBBYING PROHIBITION

No funds compensation or other resources received in connection with this Contract may be used directly or indirectly to influence legislation or any other official action by the Florida or Federal Legislature or any state or federal agency. The HHF Advisor further acknowledges that it has not retained the services of any lobbyist or consultant to assist in the procurement and negotiation of this Contract.

15. COPYRIGHT, PATENT AND TRADEMARK

(a) If the HHF Advisor brings to the performance of this Contract a pre-existing copyright, patent or trademark, the HHF Advisor shall retain all rights and entitlements to that pre-existing copyright, patent or trademark unless the Contract provides otherwise.

(b) If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Contract, or in any way connected herewith, the HHF Advisor shall refer the discovery or invention to Florida Housing for a determination whether patent protection will be sought in the name of Florida Housing. Any and all patent rights accruing under or in connection with the performance of this Contract are hereby reserved to Florida Housing. In the event that any books, manuals, films, or other copyrightable material are produced, the HHF Advisor shall notify Florida Housing in writing. Any and all copyrights or trademarks created by or in connection with the performance under this Contract are hereby reserved to Florida Housing.

(c) All subcontracts or other arrangements entered into by the HHF Advisor, with prior written approval and consent of Florida Housing, for the purpose of developing or procuring copyrightable materials (e.g., audiovisuals, computer programs, software, publications, curricula, research materials or training materials, etc.) shall specifically reference and reserve Florida Housing's exclusive rights to use and exploit copyrights and licenses to the extent permitted by copyright law and Florida Statutes.

16. LEGAL AUTHORIZATION

The HHF Advisor certifies with respect to this Contract that it possesses the legal authority to enter into this Contract and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Contract with all covenants and

assurances contained herein. The HHF Advisor also certifies that the undersigned possesses the authority to legally execute and bind the HHF Advisor to the terms of this Contract.

17. PUBLIC ENTITY CRIME

A person or affiliate, who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not:

a. submit a bid on a contract to provide any goods or services to a public entity;
b. submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
c. submit bids on leases of real property to a public entity;
d. be awarded or perform work as a consultant, supplier, subcontractor, or consultant under a contract with any public entity, and;
e. transact business with any public entity in excess of the threshold amount provided in s. 287.017, Fla. Stat., for CATEGORY TWO: $25,000, for a period of 36 months from the date of being placed on the convicted vendor list. Any contract in violation of this provision shall be null and void.

18. CONFLICTS OF INTEREST

(a) Pursuant to Section 420.512(5), Fla. Stat.:

"Service providers shall comply with the following standards of conduct as a condition of eligibility to be considered or retained to provide services. For purposes of paragraphs (a), (b), and (c) only, the term 'service provider' means and is limited to a law firm, an investment bank, or a credit underwriter, and the agents, officers, principals, and professional employees of the service provider.
(a) A service provider may not make contributions in any amounts, directly or indirectly, for or on behalf of candidates for Governor, nor shall any service provider make a contribution in excess of $100 to any candidate for a member of the State Board of Administration other than the Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.
(b) The service provider shall not participate in fundraising activities for or on behalf of candidates for Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.
(c) Service providers shall provide to the corporation a statement that the service provider has not contributed to candidates for Governor or contributed in excess of the amounts allowed by this section for a member of the State Board of Administration or engaged in fundraising activities for or on behalf of candidates

for Governor in Florida since the effective date of this section or during the 24 months preceding the service provider's application to provide services to the corporation, whichever period is shorter.
(d) The service provider may not engage in prohibited business solicitation communications with officers, members, or covered employees of the corporation.
(e) If a service provider is in doubt as to whether its activities, or the activities of its principals, agents, or employees, violate the provisions of this section, it may request a declaratory statement in accordance with the applicable rule and s. 120.565, Fla. Stat.
(f) If the corporation determines that a service provider has failed to meet the provisions of this section, it shall consider the magnitude of the violation and whether there has been a pattern of violations in determining whether to terminate or decline to enter into contracts with the service provider."

(b) Section 420.503(31), Fla. Stat., states:

" 'Prohibited business solicitation communication' means a private written or verbal communication between a member, officer, or covered employee of the corporation and a service provider regarding the merits of the service provider and whether the corporation should retain the services of the service provider. The term does not include:
(a) A verbal communication made on the record during a public meeting;
(b) A written communication provided to each member and officer of the corporation and made part of the record at a public meeting;
(c) A written proposal or statement of qualifications submitted to the corporation in response to a corporation advertisement seeking proposals or statements of qualifications as part of a competitive selection process.
(d) A verbal or written communication related to the contractual responsibilities of a service provider who was selected to provide services or who was included in a pool of service providers eligible to provide services as a result of a competitive selection process, so long as the communication does not relate to solicitation of business.
(e) A verbal or written communication related to a proposed method of financing or proposed projects, so long as the communication does not relate to solicitation of business."

(c) By executing this contract, the HHF Advisor certifies that it shall comply with, and is currently in compliance with, Section 420.512(5), Fla. Stat., as amended.

(d) The HHF Advisor will certify that the staff and volunteers who will provide services under the Contract have no conflict(s) of interest due to relationships with servicers, real estate agencies, mortgage lenders, homeowners or household members, family members and/or other persons or entities that may stand to benefit from particular outcomes.

(e) In addition to the conflict of interest rules imposed by the Florida Statutes, should

the HHF Advisor become aware of any actual, apparent, or potential conflict of interest or should any such actual, apparent, or potential conflict of interest come into being subsequent to the effective date of this Contract and prior to the conclusion of the Contract, the HHF Advisor will provide notification to Florida Housing, through first class certified mail, return receipt requested (Notice of Conflict of Interest), to the address set forth in Section 11 herein, within ten (10) working days. If the HHF Advisor is found to be in non-compliance with this provision, without prior written consent from Florida Housing's Executive Director, any compensation received in connection with this Contract shall be subject to forfeiture to Florida Housing.

19. TECHNICAL ASSISTANCE

A technical assistance provider (TAP) may be assigned to the HHF Advisor by and at the discretion of Florida Housing at any time during the term of this Contract. In such case, the TAP may evaluate the HHF Advisor to determine experience and capacity levels and submit written recommendations and observations to Florida Housing. In no event, however, shall the TAP manage, control or direct the manner in which the HHF Advisor renders the services contemplated under this Contract.

20. FACILITIES

The facilities and premises used by the HHF Advisor in providing the services under this Contract shall be maintained in commercially reasonable clean and safe condition, and accessible to all persons, including persons with disabilities.

21. OTHER LANGUAGES

The HHF Advisor must be prepared to communicate with non-English speaking Applicants in providing the services contemplated under this Contract. To that end, the HHF Advisor either must have staff fluent in the language of any such Applicant or use interpreter services to ensure that such Applicant has access to the services and programs contemplated under this Contract.

22. ANTI-DISCRIMINATION

The HHF Advisor will not permit or engage in discrimination against any Applicant on any prohibited basis, including, but not limited to, gender, race, religion, color, familial status, national origin, ancestry, creed, pregnancy, martial or parental status, sexual orientation, or physical, mental, emotional or learning disability.

23. COMPLIANCE

The HHF Advisor agrees to comply with quality control, compliance and evaluation of the Unemployment Mortgage Assistance Program and Mortgage Loan Reinstatement Program for activities performed pursuant to the Contract.

24. ENTIRE AGREEMENT

This Contract, including any and all attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions or obligations between the parties. The Contract supersedes all previous oral or written communications, representations or agreements on this subject.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their undersigned representatives as duly authorized.

_____

By: _____
Name: _____
Title: _____

FEIN: _____

DATE: _____

FLORIDA HOUSING FINANCE CORPORATION

By: _____
Name: _____
Title: _____

DATE: _____