



2205 Lashi St. S.E.
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Home Assistance Program

POLICY STATEMENT

The purpose of the Nisqually Indian Tribe Home Assistance Program (HAP) is to provide Nisqually Tribal members with assistance for: (1) down payment to purchase housing, (2) outright purchase of housing, (3) purchase of housing with rehabilitation, (4) refinance (5) rehabilitation and/or home improvements. This assistance program is available one time only to any tribal household with one adult Nisqually Tribal member. There is a one grant per dwelling restriction. This program is administered by the Nisqually Indian Tribal Housing (NITH) organization.

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1. PROGRAM DISCRIPTION

The HAP is specifically designed to address homeownership needs. The maximum amount of assistance for each Tribal member is \$30,000. This assistance program is available, on a first come first served basis, one time only, to qualified Nisqually Tribal members.

- **Current Home Owners:** For tribal members already owning their homes, this program is designed to assist them with refinancing their existing loans, making repairs, remodeling, or home improvement. The same payback provisions, financial limitations, and title transfer restrictions apply to these uses.
- **Home Purchases and Refinance:** For tribal members purchasing a home or refinancing a current mortgage, this program is designed to provide them with assistance for the down payment on a mortgage and/or to 'buy down' the principal during purchase. The program funds cannot be used as a principal payment unless it is used to reduce interest or allow for lower monthly house payments. The net effect is to lower the monthly payments for the Tribal member.

Eligibility - The HAP is available to eligible Nisqually Tribal members residing in the United States. Evaluation, monitoring, inspection and enforcement shall be conducted by NITH, or NITH authorized agency. Eligibility exceptions may be made upon review and acceptance by the NITH Executive Director and Tribal Council.

Credit - HAP participants must meet the credit requirements of the mortgage lender as agreed to with NITH, when applicable. Applicants will be pre-screened by prospective lenders to determine credit worthiness. Credit checks may be performed by NITH or lending agency.

Support - Trained staff will assist eligible applicants in successfully working through the process of making an application to a bank/lender for a mortgage loan.

Counseling - Borrowers will be required to participate in a homebuyers' course designed to assist new homebuyers in understanding and fulfilling the responsibilities of homeownership.

Supplemental Funding - Any and all previously received tribal Supplemental funds will be taken into consideration. Amounts previously received will reduce grant award.

2. ASSISTANCE AVAILABLE

THE FOLLOWING IS A LIST OF SERVICES OFFERED AT THIS TIME:

A. Down Payment. NITH may provide funds for down payment and closing costs to acquire a mortgage. This assistance is limited to actual, reasonable closing costs. Funds may also be provided to buy down the mortgage to a level that is more affordable to the homebuyer.

B. Refinance. Funds are available to help current homeowners refinance. Rehabilitation of the home during the refinance is also allowable.

C. Rehabilitation/Remodeling/Home Improvement Costs. Funds are directly available to assist homeowners in rehabilitating, remodeling, or to add home improvements to their existing homes. This portion requires direct coordination with NITH staff and has certain program restrictions. (See Attachment A – Eligible and Ineligible Uses).



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3. BORROWER ELIGIBILITY

- A. Homeownership Counseling Course. The applicant must successfully complete a NITH approved home ownership counseling course.
- B. Mortgage Loan. The applicant must be able to obtain a mortgage loan with an eligible lender. The lending institution must be willing to participate in the HAP and its requirements. The borrower will need to sign a Release of Information form so that NITH is able to share information with the lending institution or other necessary organizations.
- C. The lending institution must, as a part of its mortgage loan, require purchase of property insurance, and must escrow the insurance payments and property taxes (when applicable).

4. INELIGIBILITY

- A. Providing false information on the application.
- B. Failing to complete required forms or to supply requested information.
- C. Committing fraud in connection with any NITH program or failing to disclose previously committed fraud in connection with any NITH program.
- D. Having a record of eviction from any tribal or government assisted housing program unless all related debt is paid in full.
- E. Having an outstanding debt owed to any public or Indian housing authority or tribally designated housing entity.

5. WAITING LIST/APPLICATION POOL

- A. The HAP is operated on a first come — first served, based upon the date of a fully completed application. Any current or future Tribal preferences may be considered. This program is subject to the availability of funds.
- B. NITH will maintain a list of eligible applicants based on the date and time the completed application is received by NITH.
- C. Tribal member may apply at any time

6. RESERVATION OF FUNDS

Funds will initially be reserved for 30 days. No communication from an eligible applicant for 30 days will lead to removal from the eligibility list. Funds will be reserved for a total of 90 days, including the initial 30 day reservation, and may be extended for borrowers approved by a lender. Eligible applicants on the waiting list will be allowed additional time based upon their contact with NITH and progress being made toward their goal.

7. PROPERTY REQUIREMENTS

The owner must meet the following property requirements during the HAP repayment period:

- A. The home must be the primary residence of the owner/borrower.
- B. The property must be a single-family property. A single-family property is a single structure containing one to four family dwelling units, which can include condominiums and townhouses. NITH will allow the purchase of manufactured and modular homes that were constructed after 1976.



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8. REPAYMENT OF GRANT

- A. There are no monthly payments or interest associated with NITH's Home Assistance grant.
- B. The HAP grant amount will be forgiven on each annual or monthly anniversary of the grant according to the HAP Payback Agreement over a 10-year period. If the property is sold or the title is otherwise transferred and ceases to be the borrower's primary residence, the Lin-forgiven portion of the grant will be due and payable.
- C. The HAP may be transferred to a new home with the recommendation of NITH and the approval of the Tribal Council

9. CERTIFICATION OF TRIBAL MEMBERSHIP

Due to limited resources available to our tribal members, the borrower must maintain their Nisqually membership in order to be eligible for this program. The borrower must submit an annual Certification of tribal membership from the Nisqually Indian Tribe. All participants are required to provide notification of relinquishment of membership from the Nisqually Indian Tribe. The borrower shall provide proof of tribal membership until grant amount is forgiven (10 years). If they do not maintain their Nisqually tribal membership, the grant will be considered to be in default. NITH's Executive Director will review each default and consider the appropriate action. However, the borrower may be required to adhere to tribal membership restrictions for use of tribally owned land.

10. RESALE RESTRICTION

Documents for the HAP shall include resale restrictions and a First Right of Refusal granted to NITH. (See Appendix)

11. PAYMENT OVERSIGHT

- A. NITH shall work with the homebuyer to ensure the success of their homeownership. If, for any reason, the mortgage loan becomes delinquent, the lender will contact NITH. Upon receipt of any delinquent notices, NITH staff may contact the homebuyer to assist in resolving the problem. The intervention does not in any way diminish the homeowner's responsibilities to the mortgage lender.
- B. If a homebuyer is found to be in default of any portion of the mortgage documents, NITH may provide or refer the homebuyer to financial counseling in an effort to resolve the problem, and may:
 - (1) Arrange a meeting with the home buyer to discuss the default;
 - (2) Work with the home buyer to develop a specific plan of action to correct the default;
 - (3) Monitor the homebuyer's plan of action until the default is corrected.

12. APPEAL PROCESS

- A. Individuals or families who have applied for the HAP and who, for any reason, have been determined to be ineligible will be notified by NITH in writing. The notification shall state the reasons for ineligibility. All information relative to the rejection of the applicant shall be documented and placed in the applicant's file.
- B. An applicant who has been determined ineligible for the HAP may request a reevaluation of the determination within 30 days of the date on the written notification. The applicant may resubmit eligibility documentation at the time of the reevaluation. A written notification of selection or denial will be



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provided based on the information submitted by the applicant. Other resources for appealing a NITH decision may also be available and be described in each letter of denial sent to the applicant.

SPECIAL CONDITIONS OF THE HOUSING ASSISTANCE PROGRAM NAHASDA REQUIREMENTS

Additional Policy Statement

The Nisqually Tribal HAP shall comply with all applicable regulations of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA) when using NAHASDA funding for this program and /or all other applicable rules and regulations required by other funding agencies. The Nisqually Indian Tribal Housing (NITH) Executive Director with the approval of the governing body shall be responsible for periodically amending this policy to comply with any applicable laws or regulations.

HUD Eligibility — The HAP is available to low-income Indian families with gross incomes at or below 80% of the median income adjusted for family size. The current income limits shall be appendices to this policy.

Additional Borrower Eligibility Restrictions Due to NAHASDA

- A. Native Restrictions.** Federal or other funding agencies requirements may limit assistance through NITH to members of a federally recognized tribe, Tribe means any Indian tribe, band, nation, or other organized group or community of Indians, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act. Borrowers must present a tribal membership card or other form of positive identification of native status at the time of application.
- B. Income limitations.** When participation in the HAP is limited to low-income families as defined by HUD, participants will be required to provide documentation to verify the determination of low-income status.

Additional Ineligibility Due to NAHASDA

Appearing on HUD's list of suspended, debarred and limited denials of participation

Additional Property Requirements Due to NAHASDA

- A.** When using NAHASDA funds, the initial purchase price of the home may not exceed the Total Development Cost limits as defined by HUD for the type of single family housing for the area, NITH will refer to these HUD established requirements when applicable.
- B.** The property must be reviewed by NITH for environmental impact in accordance with the National Environmental Policy Act (NEPA) and all other applicable statutes, regulations and Executive Orders.
- C.** Lead based paint prevention requirements apply to housing acquired under this program. NITH will require the seller to certify that there is no lead based paint in the home.



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- D. If the owner selects a home in a flood plain, flood insurance must be obtained in an amount adequate to cover the first and second mortgage grant in compliance with 24CFR 1000.38. The owner must provide a certification of insurance to NITH annually.
- E. Employees, agents, officers or elected or appointed officials must comply with 24CFR 1000.30, and 100.32, and 1000.34 regarding conflict of interest.

POST GRANT CONDITIONS OF THE HOUSING ASSISTANCE PROGRAM

1. ASSUMPTION OF LOAN

If the property is sold NITH will allow the mortgage loan to be assumed by a qualified Tribal Member. Generally, the assumption approval will be based on the following:

- A. The new owner must assume the mortgage and be contractually obligated to satisfy the mortgage.
- B. The property must be the new owner's primary residence.
- C. The new owners must be a member of the Nisqually Tribe

2. TRANSFER OF HOME

- A. If the homebuyer intends to sell or otherwise transfer title, the homebuyer must notify NITH of their intent in writing. Upon receipt of the notice, NITH shall then have the right to exercise its First Right of Refusal by delivery of notice to the homebuyer of such exercise at any time within thirty (30) days from its receipt of such written notice from the homebuyer of interest to sell or otherwise transfer the residence.
- B. In the event NITH does not exercise its First Right of Refusal within thirty (30) business days of the homebuyers notice pursuant to the resale restriction and first right of refusal, the homebuyer may offer the residence to the tribe or another Nisqually Tribal member.
- C. Permitted transfer by owner.
 - 1) Transfer by gift or inheritance to the homebuyer's spouse or children who are Nisqually Tribal members.
 - 2) Transfer of title by a homebuyer's death to a surviving joint tenant, tenant by entireties, or surviving spouse of community property who are Nisqually tribal members.
 - 3) Transfer of title to a tribal member spouse as part of divorce or dissolution proceedings;
 - 4) Granting of leasehold interest or rental of the residence for a period of less than a year due to education or medical emergency defined per NITH policy not more than 1 year and not more than 2 times in 5 years: or
 - 5) Transfer of title or interest in the residence to a tribal member spouse in conjunction with marriage.
 - 6) The above transfers are allowable if the Mortgage Document covenants continue to run with the title to the property following said transfers, and any transfer documents must contain the following covenant: This residence is subject to the Resale Restrictions agreement and option to purchase and transferee, on behalf of Transferee and Transferee's successors and assigns, covenants and agrees to be bound by and perform the agreement, and to include in any further transfer of the residence the covenant required by the agreement.
 - 7) The homebuyer must notify NITH at least thirty (30) business days prior to the sale or transfer of the property. NITH will approve or disapprove of the proposed transferee within thirty (30) business days after receiving the notification.



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ATTACHMENT A – ELIGIBLE/INELIGIBLE USES

Eligible Uses

Home Improvement

(Items, materials, supplies added to the home that increases the value)

- Storage facilities
- Fences
- Kennels
- Well/water system
- Shop/garage
- Landscaping
- Security systems
- Disability accessible items

Rehabilitation

Interior:

- Plumbing
- Electrical
- Flooring
- Cabinets
- Drywall
- Doors
- Painting
- Window coverings
- Disability accessible items
- Energy saving appliances or materials (i.e. heat pump/heating system, insulation, windows)

Exterior:

- Roof
- Flatwork
- Dec/awning
- Gutters Painting
- Disability accessible items
- Foundation
- Asphaltting

Ineligible Uses

(Exceptions only by Tribal Council Approval)

- Hot tubs
- Firework stands
- Fish smoking facilities
- Built in barbeques
- Swimming pools



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HOUSING ASSISTANCE PROGRAM

APPLICATION FORM

The information in this application is being collected to identify eligible families or individuals to participate in the Housing Program and will be used to determine priority of funding. The applicant must provide the required information for consideration of the application. Incomplete information and/or false statements will be subject to rejection from this program.

A. APPLICANT INFORMATION

Name _____
Last First Maiden Name (if any)

Address: _____ City: _____ State: _____ Zip: _____

Phone (Home) _____ (Work) _____ (Cell) _____

Date of Birth _____ Social Security Number _____

Tribe _____ Enrollment Number _____

Email Address: _____

Spouse (if Applicable) _____
Last First Maiden Name (if any)

Date of Birth _____ Social Security Number _____

Tribe _____ Enrollment Number _____

Do you have any unpaid debts owing to the Nisqually Indian Tribe or to Nisqually Tribal Housing? Yes _____ No _____

If yes, please explain: _____

Note: The disclosure of your Social Security Numbers are requested for identification purposes, to differentiate you from others who may have a similar name. The numbers may be used, if necessary, to verify information provided and to avoid duplication of housing assistance.



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B. FAMILY INFORMATION: List all other people living in the household on a permanent basis.

NAME	DATE OF BIRTH	RELATIONSHIP	TRIBE/ENROLLMENT #

Is head of household or spouse recognized as permanently disabled? YES _____ NO _____

If yes, provide name and description of condition along with certified documentation from a doctor, Veterans Administration, Social Security Administration, or other agency _____

C. INCOME INFORMATION: List all permanent family members at least 18 years of age who have income.

Program assistance that is funded entirely from Tribal Revenue will not be restricted by income guidelines. If applying for Tribal Revenue funding, and your income exceeds the median income as established for that year, you will not be required to submit income information.

Earned Income. This includes, but is not limited to, wages, salary, commissions, or profits from self-employment.

NAME	SOURCE OF INCOME	ANNUAL INCOME

Total Earned Income \$ _____

Unearned Income: This includes, but is not limited to, rental properties, child support and alimony, per capita, retirement, disability, unemployment, interest, tax refunds, general assistance, social security, and public assistance.

NAME	SOURCE OF INCOME	ANNUAL INCOME

Total Earned Income \$ _____



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D. HOUSING INFORMATION

Have you ever received any type of housing assistance from the Bureau of Indian Affairs, Other Tribes, the Nisqually Indian Tribe of Nisqually Tribal Housing? If yes, when _____

Do you currently own or lease your present home?

Home: Rent / Lease / Own (circle one)

Land: Lease / Own (circle one)

New home to be purchased Wood Frame _____ Mobile/Manufactured _____

New home location _____

Do you own land? _____ Do you have a connection to water and sewer? _____

Allotment or Trust Land Area _____ Sec/Township/Range _____

Type of Ownership: Lease _____ Deed _____

Please attach BIA approved Lease and/or Deed with Title Status Report (TSR) and legal description if building within the reservation boundaries.

If you currently own a home, and are applying for home repair/rehab, please describe the repair/rehab requested.

I understand that the above information is provided to the Tribe in order to determine my qualification for housing services as described above. Also, I understand that giving false or misleading information may be grounds for rejection of my request and may bar me from receiving any future benefits from this program.

Please include verification of enrollment for the head of household.

Applicant Signature

Date



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DISCLOSURE

Federal or other funding agency requirements limit assistance through the Nisqually Indian Tribal Housing Program (NITH) to members of a federally recognized Tribe. Due to the limited resources of the Nisqually Indian Tribe and the impact of unmet housing needs on the reservation, the Tribe has established that the allocation of Tribal resources such as land and housing shall be restricted to Tribal members. Any property funded by the NITH must remain the primary residence of a Tribal member borrower throughout the term of the loan, with the exception of the surviving spouse exception explained below.

If the owner sells, or otherwise transfers title voluntarily or through any Court Order such as in divorce proceedings, the owner must repay NITH any balance remaining on the loan. The new owner must assume the first mortgage and be contractually obligated to satisfy the mortgage. The new owner must be a member of the Nisqually Indian Tribe in order to continue NITH financing.

In the event of the owners' death, a transfer to a surviving joint tenant, or tenant by entireties is allowable only if the transferee is a Nisqually Tribal member. If the transferee is not a Nisqually Tribal member, any balance remaining on the loan must be repaid to NITH. A surviving spouse who is not a Nisqually Tribal member is, however eligible for transfer of the home subject to approval by NITH.

All transfers of the home by the owner, excepting those specified in NITH Homeowner Assistance Program Policy, are subject to NITH's right to exercise its Purchase Option under Policy Sec 13 (A).

By signing below, I acknowledge that I have read and understand the above disclosure.

Applicant/Borrower

Date



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FIRST RIGHT OF REFUSAL

To: NISQUALLY INDIAN TRIBAL HOUSING

RE: Property municipally known as _____ and described as _____.

IN CONSIDERATION OF the sum of \$_____ being paid for this First Right of Refusal, paid by Nisqually Indian Tribal Housing (NITH), to the undersigned "Owner" of the property, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner hereby agrees as follows:

1. If, on or before the Termination Date of First Right of Refusal (10 years from date of payment), the Owner receives an offer (a "Third Party Offer") from a third party to purchase the Property from the Owner, which the Owner is prepared to accept, the Owner shall deliver a true copy of the Third Party Offer to NITH.
2. NITH shall have thirty (30) days in which to deliver written notice to Owner to Exercise Right of First Refusal following receipt of the Offer (the Matching Period") to match the Third-Party Offer, in which case NITH shall deliver to the Owner before expiry of the Matching Period, an Offer which shall be on the same terms and conditions as the Third-Party Offer.
3. Upon receipt of the Matching Offer within the Matching Period, the Owner shall forthwith accept the same and deliver a copy of such acceptance to NITH.
4. In the event that NITH does not submit a Matching Offer within the Matching Period, then NITH shall be deemed to have waived its right under this Agreement and the Owner shall be free to accept the Third Party Offer and sell the Property to the party submitting the Third Party Offer; provided however that such sale take place with the same terms and conditions contained in, and within the time provided in, the Third Party Offer, failing which this Agreement shall remain in full force and effect and the Owner shall be required to comply with the same in connection with any subsequent Third Party Offers it receives.
5. This Agreement shall inure to the benefit of NITH, its executors, administrators, and other legal representatives as appointed by the Nisqually Indian Tribe and shall be binding upon the Owner and his or her heirs, executors, legal representatives, successors, and assigns.

Printed Name of Owner

Signature of Owner

Date

Witness:

In _____, on the _____ day of _____, 20____, before me, a Notary Public in and for the state of Washington, personally appeared _____, known to me or proved to be the person named in and who executed the foregoing instrument, and being first duly sworn, such person acknowledged that he or she executed said instrument for the purposes therein contained as his or her free and voluntary act and deed.

NOTARY PUBLIC

My Commission Expires: _____

Residing in: _____



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RESIDENT PAYBACK AGREEMENT

I, _____, an enrolled member of the Nisqually Indian Tribe, enrollment number _____ CERTIFY AND ACKNOWLEDGE THAT I will be granted \$_____ in Homebuyer Assistance Program funds from the Nisqually Tribe for the purpose of obtaining and/or maintaining affordable housing for me and my family. The property is a ___Home ___Condominium ___Manufactured Home and is located at _____. It is my understanding that before I can receive these funds, I must agree to certain conditions governing the use of these funds and the ownership of the home being affected.

Resale restriction: If the property benefiting from this financial assistance is sold during the first ten (10) years for Downpayment assistance and five (5) years for Rehabilitation of ownership from receipt of these funds, the amount granted to me must be repaid to the Nisqually Indian Tribe by me according to the following pro-rated schedule:

For Down Payment Assistance:

1 st year	100% of funds must be repaid
2 nd year	90% of funds must be repaid
3 rd year	80% of funds must be repaid
4 th year	70% of funds must be repaid
5 th year	60% of funds must be repaid
6 th year	50% of funds must be repaid
7 th year	40% of funds must be repaid
8 th year	30% of funds must be repaid
9 th year	20% of funds must be repaid
10 th year	10% of funds must be repaid

NOTE: This requirement is pro-rated by the percentage of loss if the property is sold for a loss. After the tenth year of ownership for down payment Assistance and Five years of ownership for Rehabilitation, no funds need to be repaid.

Refinance Restriction: A refinance of the mortgage for the purpose of obtaining a lower interest rate and monthly payment is allowable. I understand that the purpose is to ensure that I live in a safe, decent, and affordable dwelling.

Additionally, I understand that I must carry Fire Insurance to protect our property for a minimal period of five (5) years. I understand and agree to the conditions placed on the above referenced receipt of funds under the Tribal Housing Program of the Nisqually Indian Tribe. The Tribe reserves the right to record this document and place a lien on the subject property to insure repayment.

Applicant/Homebuyer Signature _____

Date _____

On this day personally appeared before me _____ known to me to be the individual (s) described in and who executed the Nisqually Indian Tribe Residency/Payback Agreement of the Tribal Housing Program and acknowledge that they signed the same as their free and voluntary act indeed, for the use and purpose herein mentioned.

Given under my hand and official seal this _____ day of _____, 20_____.

Notary Public _____

My appointment expires _____

Residing in: _____



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AFFIDAVIT OF RESEDENCY

I, _____ certify that I am the owner of the home which is located at:

Address _____ City _____ State _____ Zip Code _____

For which I have received funding under the Housing Assistance Program.

I, _____ certify that I am a full-time resident of the above address and do maintain a separate primary residency elsewhere.

I, _____ certify that this above information is true and accurate. I realize that should any of this information be false, I am liable for any penalties allowable by the program, including payback of funds at the rate provided for under the Residency Payback Agreement.

I have read this entire document and the information provided by me on this form is true and accurate.

Note: Sign in the presence of a Notary Public.

Signature

_____/_____/_____
Date

On this day personally appeared before me _____ know to me to be the individual described in and who executed the Nisqually Indian Tribe Affidavit of Residency for the Tribal Housing Program and acknowledge that they signed the same as their free and voluntary act in deeded, for the use and purpose herein mentioned. Given under my hand and official seal this _____ day of _____ 20_____.

Notary Public _____

My Appointment expires: _____

Residing in: _____



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DEBT VERIFICATION

I, _____ give my permission to Nisqually Financial Services to give my financial status of debt to Nisqually Indian Tribal Housing.

Applicant Signature _____ Date ____/____/____

***Housing Staff**

_____ # _____ has been approved for assistance through the Nisqually Indian Tribes Housing Assistance Program. At this time, to determine the level of assistance available, we are obligated to confirm whether or not there is a debt owed to Nisqually Indian Tribal.

NITH Staff Signature _____ Date ____/____/____

Financial Services

_____ Yes, the above-mentioned person does have a debt with Nisqually Indian Tribe in the amount of \$ _____

_____ No, the above-mentioned person has no debt owed to Nisqually Tribe

Financial Services Staff Signature _____ Date ____/____/____



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ENROLLMENT VERIFICATION

Today's date ____/____/____

First Name _____ Middle Name _____ Last Name _____

Address: _____ City: _____ State: _____ Zip Code: _____

Phone Number _____ Work ____ Cell ____ Home ____ Message

Applicants Signature: _____

***** Enrollment Staff *****

This is to certify that _____ born on _____ is
(Print Name of Enrolled Tribal Member) (Date of Birth)

currently an enrolled member of the _____
(Print Name of Federally Recognized Tribe)

____ He ____ She has been assigned with enrollment/roll number _____ for tribal identification purposes.

Printed Name of Enrollment Staff: _____

Signature of Enrollment Staff: _____

Date: _____

Enrollment Seal Stamp: