

# Housing Assistance and Development Services Inc.

## HANDS

### Counseling Agreement

THIS COUNSELING AGREEMENT ("Agreement") is entered by and between \_\_\_\_\_  
("Counselor") and \_\_\_\_\_ ("Client(s)").

#### RECITALS:

WHEREAS Counselor is an employee of a HUD approved counseling agency and a member of Kentucky Housing Corporation Homeownership Counseling Program, hereinafter referred to as ("Program") which has been created to provide services to individuals needing loss mitigation and default counseling and,

WHEREAS, Client desires to participate in a counseling program.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, Counselor and Client agree as follows:

#### SECTION I – CLIENT'S PROMISES

In order to address specific financial considerations which can affect the Client's ability to seek solutions in maintaining a mortgage loan, Client recognizes the benefit of counseling services and pledges full cooperation with the Counselor and the requirements of the counseling sessions. Client understands that, as a part of the Program, Client will be required to supply certain specific information regarding employment, income, debts and other personal information to the Counselor. In recognition of the need to obtain and exchange information, Client authorizes Counselor to obtain information from outside sources as mutually agreed.

As a participant in the Program, Client agrees to comply with the Program guidelines. By entering into this Agreement, Client understands and acknowledges that failure to comply with the guidelines of the Program could result in termination from the Program, Client promises to make a good faith effort to meet the following:

1. Client will comply with the family budget created by Client and Counselor.
2. Client will report all sources of income to Counselor
3. Client will report any changes in his financial situation, including changes in employment, credit rating, bank accounts, debts and income.

#### SECTION II – COUNSELOR'S PROMISES

1. Counselor pledges to preserve strict confidentiality in regard to information supplied by Client or obtained from other sources regarding Client. The Counselor shall not disclose or distribute information regarding this Agreement, any non-public personal information on Client or any other material or information that is deemed confidential by HANDS to any other party without the express written consent by Client. However, Counselor may disclose or distribute such information if it is requested by law or judicial process, subsequent to Counselor promptly sending written notice of such legal request to Client.
2. Counselor pledges to act to the best of his/her ability to serve and protect the best interest of Client.
3. Counselor will not receive direct financial compensation in exchange for referral of Client to a particular lender.
4. Counselor understands and agrees that all client data stored in Home Counselor Online (HCO) is private and confidential. HANDS shall provide HUD access to the client's information In HCO and shall not disclose any private client information to any unauthorized parties.

**SECTION III – MORTGAGE LOAN**

Client acknowledges and understands that Counselor is NOT an agent for any particular lender and has no authority to approve or deny a mortgage loan or resolution to any mortgage. Client acknowledges that participation in and/or the completion of counseling does not guarantee approval for a mortgage loan resolution or outcome.

**SECTION IV – COUNSELOR’S COMPENSATION**

Client understands that Counselor is a HUD approved counseling agency and is being compensated by HUD for conducting counseling sessions with Client. Counselor will periodically require Client to sign documentation confirming Client’s participation in counseling sessions and Client agrees to execute the required documentation certifying that counseling sessions have taken place.

Counselor WILL NOT receive any commission for resolution or disposition of a home mortgage, nor is the Client required to pay any additional fees to participate in the one-on-one counseling sessions with the program approved counselor, except for a Tri-merge Credit Report.

**SECTION V – CREDIT REPORT**

As part of the Program, Client may be asked to authorize Counselor to access Client’s credit report. Client understands that, although Counselor may discuss matters appearing on Client’s credit report, Counselor maybe prohibited from giving Client a copy of the credit report dependent upon Counselor’s legal relationship with the credit reporting agency.

The undersigned parties acknowledge their understanding of the terms of this Agreement. The parties have signed below effective this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

COUNSELOR:

CLEINT:

HANDS

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
Client A Signature

\_\_\_\_\_  
Counselor Name

\_\_\_\_\_  
Client A Printed Name

Credit Counselor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Client B Signature

\_\_\_\_\_  
Client B Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, ST, Zip

\_\_\_\_\_  
Client’s Phone Number