

# HomeBoost – Down Payment Assistance

2025 MASTER AGREEMENT



## ■ 2025 HomeBoost Down Payment Assistance Master Agreement

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This HomeBoost Down Payment Assistance Program Master Agreement ("Agreement"), dated as of this day of \_\_\_\_\_, is between \_\_\_\_\_ with its principal place of business at \_\_\_\_\_

("Member") and the Federal Home Loan Bank of Indianapolis, with its principal place of business at 8250 Woodfield Crossing Boulevard, Indianapolis, Indiana 46240 ("Bank").

**WHEREAS**, the Bank, subject to the provisions of the Federal Home Loan Bank Act, the Rules and Regulations of the Federal Housing Finance Agency ("FHFA") or its legal successor ("FHFA Regulations"), the policies of the FHFA and the Bank's Credit Programs manual, is authorized to make available direct cash subsidies to its members under voluntary programs established by the Bank from time to time; and

**WHEREAS**, the Member desires from time to time to apply for such subsidies that may be available to it; and

**WHEREAS**, the Member agrees to pass on the full amount of the subsidies to income qualified, first-generation, first-time homebuyers for down payment, closing costs and counseling costs for the purchase of their primary residence;

**NOW THEREFORE**, intending to be legally bound, the Member and the Bank agree as follows:

### Regulations and Documentation

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With respect to HomeBoost Down Payment Assistance Program ("HomeBoost", "Program", or "HomeBoost Program"), the Member agrees to comply with:

- 1) The FHFA Regulations and policies of the FHFA as may be in effect from time to time, or the regulations in effect from time to time of any successor in interest to the FHFA; and
- 2) The HomeBoost Program and related documentation, including, but not limited to, the HomeBoost Program Guidelines, of the Bank or any successor in interest to the Bank as may be in effect from time to time. To the extent the applicable FHFA Regulations are inconsistent with any term or provision of this Agreement; said regulations shall control and govern the conduct and obligations of the parties.

## HomeBoost Certification

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The duly authorized officers of the Member hereby certify that the information contained in documentation provided or to be provided to the Bank on behalf of the Member is now and will in the future be correct. The HomeBoost Subsidy ("Subsidy") or other assistance provided shall only be used for down payment, closing costs or eligible counseling costs pursuant to the terms of the Program.

Member agrees to notify the Bank immediately upon receiving information that the proceeds of the Subsidy granted by the Bank to the Member are not or are no longer being used for the purposes approved by the Bank.

## HomeBoost Application

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The Member hereby applies to the Bank for the Subsidy on the terms described below and pursuant to the terms and conditions of the Advances, Pledge and Security Agreement ("Advances Agreement") between the Bank and Member.

The Member may request Subsidy by completing and submitting a Bank-prescribed Application in accordance with the Bank's procedures and policies for the completion of the Application in effect at the time of submission. The Member is responsible for the content, accuracy and completeness of each Application, and for obtaining all authorizations necessary to provide each Application (and all associated documents and information) to the Bank. The Bank shall have no obligation to provide a Subsidy under this Agreement unless sufficient funds are available under the HomeBoost Program to fully disburse the amount requested. The receipt or approval of this Agreement by the Bank shall in no way constitute a firm or binding commitment on the part of the Bank to provide the Subsidy.

In consideration for the issuance of the Subsidy the Member acknowledges that this Agreement is subject to the terms specified above and the following conditions:

### I. Monitoring and Auditing.

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Upon request, or as set forth in the HomeBoost Program Guidelines or related materials, the Member shall certify to the Bank that the use of the Subsidy continues to be in compliance with the requirements of the HomeBoost Program and related documentation. The Member expressly authorizes the Bank to audit the Member's HomeBoost participation files, including loan and income documentation, accounting recordkeeping, and other household eligibility documentation requested per the Bank's discretion.

### II. Documentation.

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The Member shall document the qualified use of a Subsidy for each request for Subsidy subsequently funded by the Bank. The Member shall collect and maintain documentation of household eligibility, qualified use of Subsidy and other related requirements for a period of two (2) years after the Subsidy is disbursed. The Member shall report to the Bank information related to each Subsidy request from time to time as requested by the Bank. The Member shall provide any additional relevant reports or information as may be required by the Bank or the FHFA. The Member cannot require a household to submit any other information after the purchase closing.

### III. Representations and Warranties.

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Member represents and warrants to the Bank that:

- It is not in default under the Advances Agreement.
- It has full corporate power and authority and has received all corporate and governmental authorizations and approvals as may be required to enter into and perform its obligations under this Agreement and to receive any Subsidy that may be requested.
- It will maintain the terms of this Agreement and the Subsidy granted hereunder on its books and records.
- It is aware of applicable regulations of the FHFA and will fully comply with all such regulations now in effect or as amended in the future.

### IV. Reporting of Fraud, Crimes and Misconduct.

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The Bank is committed to protecting its revenue, property, reputation and other assets. The Bank has an Anti-Fraud Policy ([Anti-Fraud Policy](#)) in place to support this commitment and to enhance its compliance efforts. This Policy addresses not only instances of possible fraud, crimes and other misconduct within the Bank, but also fraud, crimes and misconduct detected in our dealings with our members, AHP sponsors and vendors. Federal regulations place affirmative duty on the Bank to report suspected fraud, crimes and other misconduct if detected.

Member agrees to report any instances of fraud, crimes or other misconduct involving the Bank, whether it occurs inside or outside of the Bank. Such reports should be made according to the Bank's then-current fraud reporting system, as disclosed at [FHLBI - Corporate Governance](#), or by emailing: [AML\\_officer@fhlbi.com](mailto:AML_officer@fhlbi.com).

### V. Funds Availability.

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Member acknowledges that the Subsidy is subject to funds availability and rationing. Funding deferrals or funding denials are likely to occur, and the Bank shall not be liable for losses incurred for such delays, denials or Subsidy recaptures.

### VI. Fair Lending Compliance.

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Member acknowledges that Bank is committed to compliance with all fair lending requirements prescribed by the Fair Housing Act, Equal Credit Opportunity Act and Regulation B and all other applicable laws and regulations. Member shall not discriminate against any Subsidy applicant, potential applicant or recipient on a prohibited basis under federal, state or local fair lending laws, including but not limited to all fair lending requirements prescribed by the Fair Housing Act, Equal Credit Opportunity Act and Regulation B. Bank shall in no way be responsible for Member's compliance with such fair lending laws. Bank shall have the right to independently monitor or verify Member's compliance with such laws. If Bank determines that Member is in violation of any fair lending laws with regard to the Subsidy, Bank may take whatever action it deems necessary to mitigate the risks or issues discovered, including any of the actions under Section VII.

### VII. Remedial Actions for Noncompliance.

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The Member is liable for ensuring that the household is eligible for the Subsidy as set forth in the HomeBoost Program and related documentation. The Member is also responsible for repayment of Subsidy to the Bank if the household is found to be ineligible after disbursement of the Subsidy or the Subsidy is misused. Any legal action by a Member against an ineligible household to recover the amount of Subsidy would be separate from and outside of this Agreement and would have no bearing on the Member's liability to repay the Subsidy to the Bank for an ineligible household.

In the event the Subsidy is not used in accordance with the terms of the applicable Program or is not used for qualified purposes as set forth in the requirements for the Program, Member shall not advance any further Subsidy.

#### VIII. Membership Termination.

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In the event of membership termination, the Member or its legal successors and the Bank agree to abide by the terms of this Agreement.

Member represents that the undersigned are fully authorized to sign this Agreement, and if accepted, agree to the terms and conditions contained herein.

*Note: This Agreement must be signed by two Member representatives who are listed on the Bank "Certified Resolutions for Advances" to procure advances from the Bank. Please inquire at [housing@FHLBI.com](mailto:housing@FHLBI.com) if you are uncertain of current authorizations.*

***\*Electronic signatures are accepted and encouraged\****

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Member Authorized Signature

Typed Name

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Title

Date Signed

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Member Authorized Signature

Typed Name

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Title

Date Signed

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Federal Home Loan Bank of Indianapolis Signature

Typed Name

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Title

Date Signed

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Federal Home Loan Bank of Indianapolis Signature

Typed Name

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Title

Date Signed

Return this signed agreement via email to: [housing@fhlbi.com](mailto:housing@fhlbi.com).