I. General

A. To describe the type of allowable contract of sales agreement (CSA) and the requirements to request a CSA.

B. The home CSA will be entered into by and between the San Pasqual Band of Mission Indians Housing and Community Development Department (SPH&CD) and the homebuyer.

C. CSA shall be limited to enrolled Tribal members or an approved direct decedent of the San Pasqual Band of Mission Indians.

II. Homebuyer Obligations

A. The homebuyer will pay the purchase price of the home to the SPH&CD.

B. A monthly payment structure will be implemented as the method of payment to the SPH&CD for the purchase price of the home.
   1. The monthly payment will be due on the agreed upon day of each month as outlined in the CSA.
   2. If the monthly payment is not received after the 10th day after the agreed upon date a late fee of $50 will be charged.
   3. The monthly payment will be automatically deducted from the homebuyer’s monthly per capita check

C. For each monthly payment made by the homebuyer, the purchase price of the home will be reduced in accordance with the Payback Agreement Amortization Schedule.

D. The homebuyer may at any time prepay the full outstanding debt amount without penalty.

E. The homebuyer will maintain the home in a decent, safe and sanitary condition. Homes shall be subject to annual inspection by SPH&CD designees and paid for by the homebuyer in three monthly installments.
Fines shall be assessed for homes which have not been maintained in accordance with the CSA.

F. The homebuyer will be responsible for all maintenance of the home, including all repairs and replacements necessitated by damage from any cause.

G. Failure of the homebuyer to perform his/her maintenance obligations constitutes a breach of the CSA. The SPH&CD will require the homebuyer to agree to a specific plan of action to resolve the violation and to assure future compliance.

H. The home shall be covered by fire and extended coverage insurance as required by SPH&CD in the amount consistent with the loan amount.

1. In the event of loss of home, the homebuyer will immediately notify the SPH&CD and will provide proof of loss or cooperate with the SPH&CD in obtaining the information.

2. Only the SPH&CD has authority to compromise with the insurer and attain a final settlement.

I. The homebuyer may not sell, transfer or lease the home prior to payment in full of the CSA, without written consent by the SPH&CD and the sell, transfer or lease must be to either a tribal member of the San Pasqual Band of Mission Indians or a direct descendant

J. In the event of a breach by the homebuyer of any of the provisions of the CSA the outstanding balance may become due and payable in full, at the discretion and notice by SPH&CD to the homebuyer.

K. The SPH&CD may at any time notify the homebuyer of a present or past breach of the provisions of the CSA.

L. If the homebuyer fails to comply with any of the obligations stated above, the CSA will be terminated and the SPH&CD will proceed with eviction.

III. Approval Process

A. The SPH&CD will provide the tribal member or direct descendant requesting the CSA with the CSA Application Form.

B. The tribal member or direct descendant will complete the CSA Application Form and submit it to the SPH&CD with the following documentation:
1. Verification of all income
2. Signature indicating understanding and agreement with all obligations of the homebuyer entering into a CSA.

C. The Executive Director will review the application with the documentation submitted and approve or deny the CSA request.

D. If the application is approved the Executive Director will determine the maximum dollar amount of the CSA subject to the following:
   1. Availability of funds
   2. Compliance with this policy
E. Upon approval by the Executive Director, the homebuyer and the Executive Director will sign the CSA and enter into contract.