

CITY OF EL CAJON
 Department of Community Development
 Housing Division
 200 Civic Center Way
 El Cajon, CA 92020
 (619) 441-1710 FAX (619) 441-1595

Buyer Name: _____

SELLER AFFIDAVIT

1. I/we, as the Seller(s) of a single-family/condominium/PUD residence at _____ (Subject Property).
2. I/we understand that the Buyer(s), _____, is/are applying for First-Time Homebuyer assistance to purchase my/our property from the City of El Cajon or El Cajon Housing Authority.
3. The purchase price is \$ _____ (excluding all settlement costs, title and transfer costs, title insurance, survey fees, credit references fees, legal fees, appraisal fees and points paid by the Buyer).
4. I/we have received no money outside of Escrow from the Buyer and have entered into no contract or agreement with the Buyer regarding the disposition of this property, other than the Residential Purchase Agreement dated _____.
5. I/we certify the following:
 - (1) Seller **is** related to the Buyer _____ (initials)
 - (2) Seller **is not** related to the Buyer _____ (initials)
6. I/We intend to provide the buyer's credit in the amount of \$ _____ or no greater than _____% of the purchase price in this transaction for to be used for _____.
7. The property is a completed unit, suitable for occupancy.
8. Complete and check one of the following:
 - (1) _____ the property is/was vacant of residential or non-residential tenants. I/we further certify that this property was vacant prior to any verbal and/or written agreement with the buyer or submission of an application to the City of El Cajon/El Cajon Housing Authority for assistance to buy the above-mentioned property.
 - (2) _____ the property has been occupied by me/us (the Seller(s)) for the previous _____ months.
 - (3) _____ the property has been occupied by the prospective buyer(s) for the previous _____ months.
9. The property was owner-occupied or vacant, and not tenant-occupied, at the time the Buyer first made a verbal or written offer to purchase the property. I/we have not evicted tenant-residents of the property in order to avoid the cost of relocating them.¹
10. I acknowledge that any material misstatement negligently or fraudulently made by me in connection with this City/Housing Authority Loan application is a violation punishable by a fine and revocation of the City/Housing Authority Loan, in addition to any criminal penalty imposed by law and costs that may be incurred under Federal and State relocation laws. I understand that I can phone the City/Housing Authority if I have any questions regarding this document or transaction.
11. **Seller contact information:**

Name of Seller	Signature	Phone #(s)	Date
Name of Seller	Signature	Phone #(s)	Date

¹ Tenant-occupants displaced as a result of a voluntary acquisition may be entitled to URA relocation assistance (or assistance under California Relocation Law)