

**HOMESTEAD PROTECTION PROGRAM AGREEMENT**

See Page 2 for Privacy Act and Public Burden Statements.

1. This agreement is entered into (a) \_\_\_\_\_, by and between the United States Department of Agriculture, Farm Service Agency (FSA) and (b) \_\_\_\_\_

("Borrower").

- 2. Concurrently, with the execution of the Homestead Protection Program Agreement, the borrower will deliver a completed FSA-2570 to FSA. The Homestead Protection Program Agreement is subject to the provisions of 7 CFR Part 766.
- 3. Borrower has received a loan or loans from FSA secured by real property which includes the Borrower's dwelling, and adjoining land that is used to maintain the Borrower and the Borrower's family (the Homestead Protection property). In some cases the FSA loan may also have included one or more outbuildings that are useful to the Borrower and the Borrower's family and in such cases these outbuildings are included in the definition of Homestead Protection property.
- 4. Borrower's FSA loan is in default which could result in the loss of the Borrower's Homestead Protection property.
- 5. Borrower wants to continue to occupy the Homestead Protection property after FSA acquires title to it.
- 6. FSA has already determined that Borrower has satisfied the requirements for its Homestead Protection Program.
- 7. FSA agrees to permit Borrower to retain occupancy of the Homestead Protection property on the following terms and conditions.
  - A. Subject to the terms and conditions set forth below, FSA agrees to lease the Homestead Protection property, as more particularly described in Attachment 1 hereto, to Borrower on the terms and conditions set forth in the lease, Attachment 2 (the "lease"). Borrower agrees to enter into lease of the Homestead Protection property.
  - B. FSA's obligation to enter into the lease of the Homestead Protection property is subject to the occurrence of the following conditions:
    - (1) FSA acquires fee title to the Homestead Protection property in connection with the liquidation of the farm property of which the Homestead Protection property is a portion.
    - (2) All State and local governmental laws, ordinances and regulations concerning the creation of the Homestead Protection property as a separate legal parcel which can be leased and sold have been satisfied.
  - C. The term of the lease will begin on the date the later of the conditions set forth in paragraph 2 is satisfied and such date will be inserted into the lease.
  - D. The term of the lease will be \_\_\_\_\_ years. This term will be inserted in the lease.

*The U.S. Department of Agriculture (USDA) prohibits discrimination in all its program and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information ( Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of Discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.*

- D. The rent to be charged during the term of the lease will be determined by FSA as of the commencement date of the lease and will be in an amount substantially equivalent to rents charged for similar residential properties in the area. The borrower will be notified by letter of the amount of the rent and the amount of the rent will be inserted into the lease (FSA-2591).
- F. Borrower agrees to cooperate with FSA in applying for and securing whatever local governmental approvals are necessary in order for the Homestead Protection property to be a separate legal parcel. FSA will bear the cost and expense of obtaining such approvals.
- G. If the term of the lease has not begun on or before 2 years from the date of this agreement, the agreement shall end and be of no further force or effect.

8A. BORROWER'S SIGNATURE		8B. DATE
8A. BORROWER'S SIGNATURE		9B. DATE
10A. BORROWER'S SIGNATURE		10B. DATE
11A. BORROWER'S SIGNATURE		11B. DATE
<b>FSA USE ONLY</b>		
12A. AGENCY'S OFFICIAL NAME		12B. TITLE
12C. SIGNATURE		12D. DATE

Attachment 1 - Legal Description of the Property  
 Attachment 2 - FSA-2591, Lease of Real Property

**NOTE:** *The following statements are made in accordance with the Privacy Act of 1974 (5 USC 552a): the Farm Service Agency (FSA) is authorized by the Consolidated Farm and Rural Development Act, as amended (7 USC 1921 et seq.), or other Acts, and the regulations promulgated thereunder, to solicit the information requested on its application forms. The information requested is necessary for FSA to determine eligibility for credit or other financial assistance, service your loan, and conduct statistical analyses. Supplied information may be furnished to other Department of Agriculture agencies, the Internal Revenue Service, The Department of Justice or other law enforcement agencies, the Department of Defense, the Department of Housing and Urban Development, the Department of Labor, the United States Postal Service, or other Federal, State, or local agencies as required or permitted by law. In addition, information may be referred to interested parties under the Freedom of Information Act (FOIA), to financial consultants, advisors, lending institutions, packagers, agents, and private or commercial credit sources, to collection or servicing contractors, to credit reporting agencies, to private attorneys under contract with FSA or the Department of Justice, to business firms in the trade area that buy chattel or crops or sell them for commission, to Members of Congress or Congressional staff members, or to courts or adjudicative bodies. Disclosure of the information requested is voluntary. However, failure to disclose certain items of information requested, including your Social Security Number or Federal Tax identification Number, may result in a delay in the processing of an application or its rejection.*

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0565-XXXX. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. **RETURN THIS COMPLETED FORM TO YOUR LOCAL FSA OFFICE.***