



# CLIMBER Lender Intake Form

## Procorem Access Agreement and Participating Lender List

Procorem Access. This Procorem Access Agreement (this "Agreement") is made and agreed to by

\_\_\_\_\_, a

\_\_\_\_\_, located at \_\_\_\_\_  
("Applicant" or "You") who has applied to participate in the CLIMBER Loan Fund (the "Program") and wishes to access a secure CLIMBER Procorem WorkCenter (the "WorkCenter") to obtain Program forms, marketing collateral, and training, as well as upload Program documents.

You hereby request access the WorkCenter, including access to all of the application materials relating to CLIMBER loans, for the staff listed below and only the staff listed below. You may request additional staff access by completing and executing another Agreement referencing the additional staff.

As a material condition to CHFA granting You such access, Applicant agrees and shall cause its staff listed below to: (a) not use the WorkCenter, including accessing, uploading, email, posting, publishing, or otherwise transmitting any material, for any purpose that may (i) menace or harass any person or cause damage or injury to any purpose or property, (ii) involve the publication of any material that is false, defamatory, harassing or obscene, (iii) violate privacy rights or promote bigotry, racism, hatred, or harm, (iv) constitute unsolicited bulk email, "junk mail" "spam," or chain letters; (v) constitute an infringement of intellectual property or other proprietary rights, or (vi) otherwise violate applicable laws, ordinances, or regulations; (b) not copy, reproduce, distribute, republish, download, display, post, or transmit in any form or by any means, including but not limited to, electronic, mechanical, photocopying, recording, or other means, the WorkCenter, excepting the Program forms and materials developed by CHFA; and (c) use commercially reasonable efforts to prevent unauthorized third parties from accessing the WorkCenter.

You agree that if You breach any provision in the immediately preceding paragraph, CHFA may immediately terminate this Agreement and Your access to the WorkCenter, expel You from the Program, and/or initiate appropriate legal action; and that such breach may result in immediate and irreparable injury, which cannot be sufficiently remedied by monetary damages, entitling CHFA to seek equitable relief including injunctive relief and specific performance in addition to any and all other remedies available under the law.

**Online Participating Lender Listing.** Participating Lenders will be listed on [CLIMBER-colorado.com](http://CLIMBER-colorado.com) so that interested applicants across Colorado can find access to nearby lenders. If you are a part of an organization with multiple branches, only include the staff and service area counties for your branch when completing the sign-up information section below. By clicking "Participating Lender List" below you are agreeing to list that person's name and contact information on the CLIMBER Loan Fund website.

Once the form is completed and signed, please send to [CLIMBER@chfainfo.com](mailto:CLIMBER@chfainfo.com). CHFA will then review this form and create your Procorem account. You will receive an email notification when the account has been created, which includes your login information.

### Sign-up and Access Information

Select the appropriate checkboxes next to your and the additional staff member information to indicate if they will have Procorem access, are to be listed on the CLIMBER website as a Participating Lender, or both.

Lender Name (Applicant)		Date
Branch Address		
First Name	Last Name	
Phone	Email	
<input type="checkbox"/> Procorem Access	<input type="checkbox"/> Participating Lender List	<input type="checkbox"/> Spanish-speaking
Counties We will Serve with CLIMBER loans (if serving statewide, just enter "statewide")		

I, \_\_\_\_\_, as the duly authorized agent of Applicant, hereby agree to allow the following staff to access all materials that have been uploaded to the WorkCenter.

<b>Additional Applicant/Staff</b>	<input type="checkbox"/> Spanish-speaking	<input type="checkbox"/> Procorem Access	<input type="checkbox"/> Participating Lender List
First Name		Last Name	
Phone		Email	
<b>Additional Applicant/Staff</b>	<input type="checkbox"/> Spanish-speaking	<input type="checkbox"/> Procorem Access	<input type="checkbox"/> Participating Lender List
First Name		Last Name	
Phone		Email	
<b>Additional Applicant/Staff</b>	<input type="checkbox"/> Spanish-speaking	<input type="checkbox"/> Procorem Access	<input type="checkbox"/> Participating Lender List
First Name		Last Name	
Phone		Email	
<b>Additional Applicant/Staff</b>	<input type="checkbox"/> Spanish-speaking	<input type="checkbox"/> Procorem Access	<input type="checkbox"/> Participating Lender List
First Name		Last Name	
Phone		Email	

## Signature

By using the services provided to you through Procorem, you consent to the collection and use of your information as outlined and to the limitations on our responsibilities to you. Furthermore, by accessing Procorem, you affirmatively consent to CHFA emailing you and to receiving CLIMBER Loan Fund eNews communications which generally provide information about CLIMBER loan programs, guideline updates, and trainings. You may opt out at any time, but in doing so, you may miss timely notifications related to CLIMBER products and operations.

After your application to participate in the CLIMBER Loan Fund has been received, the Colorado Department of Treasury must approve your admission before you may participate in the Program. Once so approved, Applicant agrees to be listed as a participating lender in any and all marketing materials for the CLIMBER Fund, whether in digital or analog form. Approved Applicant will work with CHFA to create such materials by providing Applicant's logo for use consistent with this paragraph.

Applicant may not assign any of its rights or obligations under this Agreement to any third party without the written consent of CHFA.

Applicant agrees to indemnify, save harmless, and defend CHFA, and its directors, members, officers, agents, employees, personnel, successors, and assigns from any obligation, claim, loss, demand, cost, expense (including the cost of the investigation and settlement of any claim, and including reasonable attorneys' fees), or judgment against CHFA arising from or resulting from, or on account of or pertaining to, whether directly or indirectly, the Applicant's access or use of the WorkCenter and any materials within.

You will be provided access to the WorkCenter until the CLIMBER Loan Fund program completion. Access will be denied if the Applicant is denied by Treasury.

The following individual or individuals, by signing below, confirm(s) their authority to agree to the terms and conditions above and execute this Agreement on behalf of the Applicant and do(es) so as of the date listed below.

Name	Title
Signature	Date