



RESIDENTIAL LEASING

3700A E. Tachevah Drive, Suite 203
Palm Springs, California 92262
(760) 416-3289 FAX (760) 416-3628



RESIDENTIAL LEASING INSTRUCTIONS

Approval is subject to 25 CFR § 162

REQUIRED DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE FOR REVIEW AND APPROVAL PRIOR TO RECORDING IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE.
WITHOUT PRIOR APPROVAL THE TRANSACTION IS INVALID.

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1. STANDARD PROCESSING

A. Submittal Packages are placed onto a queue and will typically have an initial review within **seven (7) to ten (10)** business days of being received.

2. RUSH PROCESSING

A. To place a transaction into RUSH status there is an additional administrative fee of \$500.00 per transaction, subject to availability.

1. RUSH Submittals will be placed at the top of the queue, receiving an initial review within one (1) business day.

i. Example: If a RUSH package is received at 3:00 P.M. it will receive an initial review before 3:00 P.M. the following business day;

ii. This fee is in addition to other applicable fees;

iii. Example: Transfer of Title \$250 + RUSH FEE \$500 and Deed of Trust \$250 + RUSH FEE \$500= \$1500 total.

B. Packages requiring corrections will delay the process beyond the one (1) day period.

C. **Transaction not submitted as a RUSH will not be moved to a RUSH status without management approval.**

3. IF YOUR SUBMITTAL PACKAGE REQUIRES CORRECTIONS

A. Two (2) business days are given to submit minor corrections requested by Residential Leasing.

B. If there are several corrections or if corrections are not received in the two (2) day time period, the entire submittal package will be returned minus administrative fees. Once all corrections have been obtained the transaction may be resubmitted. All resubmittals will return to the end of the queue and are subject to standard processing unless rush processing is requested.

4. APPLICABLE FEES

A. No documents will be accepted for processing until all fees are paid.

B. Administrative Fees

1. To be made payable to Agua Caliente Band of Cahuilla Indians (ACBCI).

2. **Acceptable:** Personal checks, money orders, or certified funds.

3. **Unacceptable:** Cash or credit cards.

4. **Administrative Fees are nonrefundable.**

5. See current *Fee Schedule (Exhibit D)* for rates.

C. Transfer/Encumbrance Fees and Demand Statement

1. If the Bureau of Indian Affairs (BIA) collects the lease payments, contact Supervisory Accountant at 760-416-2133 ext. 260.

A. If a transfer or encumbrance fee is required for your transaction; these fees will be made payable to Bureau of Indian Affairs (BIA).

2. If lease is not managed by the BIA, contact the Lessor or their managing agent.

D. Returned/ Non-Sufficient Funds

1. Checks returned for insufficient funds and/or “stop payment” will be subject to additional administrative fees and Bank fees.

5. SUBMITTAL PACKAGE

A. GENERAL REQUIREMENTS

1. Transactions are only processed by PSL (Lease), tract, lot and/or unit number.

2. All documents must be typed; no handwritten documents will be acceptable.

3. All documents which are not required to be an **Original** or **Red County Certified** must be **Blue Ink Certified** (See: *Certification of Documents*).

4. **Original** sets of documents must be identical to each other, including dates and notaries.

5. When signing as an entity or on behalf of an estate the Trust/Company/Estate name must be typed above the signature and the name and title of the individual must be typed below. (See: *Signing Authority*) ... (continued)
6. When signing as an individual, the person's name must be typed below the signature line.
7. All signatures must be notarized. The date of the Notary must be on or after the execution date. (See: *Notary Acknowledgments*.)
8. If the name of an individual differs on any documentation; a one-and-the-same name statement is required. (See: *AKA Statement*)
9. Vesting must identical throughout forms. (See: *Vesting*)
10. If there is any Deed of Trust(s) for current title holder, payoff documentation must be provided. (See: *Encumbrances*)
11. If a lease is managed by BIA, a current demand statement must be provided. (See: *If Lease is Directly Managed by BIA mini-master*)
12. The following must be signed by all parties and may be combined on one page or contained in escrow instructions:
 - BIA Verbiage. (See: *BIA Verbiage*)
 - Free From Encumbrances Statement. (See: *Free From Encumbrances Statement*)

B. USE THE CORRECT FORMS

1. Only forms which have been "Approved as to Form" by the BIA will be acceptable for processing transfers.
 - Altered or created forms will not be accepted.
2. Depending on the lease, approved forms can be obtained from the BIA, Lessor, or the managing agent for the Lessor. Contact Residential Leasing for assistance and direction to the proper entity.

C. GENERAL CONTENTS

1. Cover letter containing: instructions, contact name, phone number, email address, check number(s), PSL (Lease), tract, lot and/or unit number and documentation return method (See: *Picking Up Documents*).
2. All fees due and made payable to the correct entities. See: *Applicable Fees*
3. Applicable **Original(s)** and **Blue Ink Certified** copies of documents required for your particular transaction(s) including legal description See: *Legal Description*
 - i. **If Transferring Title** (See: *Vesting* and *Exhibit B*):
 1. If a mini-master, See: *If Lease is Directly Managed by BIA(mini-master)*
 - ii. **If Financing/Refinancing** See: *Encumbrances* and *Exhibit A*:
4. One (1) **Blue Ink Certified** recorded copy of applicable Sublease, Amendment and/or Restatement, if not contained within federal file. See: *Title Verification Report*
5. Escrow Instructions signed by all parties, if applicable, **Blue Ink Certified**;
6. BIA verbiage signed by all parties, **Blue Ink Certified**;
7. Free from encumbrances signed by all parties, **Blue Ink Certified**;
8. Any proof of payoff for DOTs held by current title holder. See: *Encumbrances*
9. Additional required documents may follow the submitted order outlined here-in-above.

6. RECORDING AT THE COUNTY RECORDER

A. The BIA does not provide signature notarization. As such, when submitting BIA approved documentation to the County Recorder the BIA signature pages should be excluded from the submission page but, are required to be recorded.

7. CERTIFICATION OF DOCUMENTS

- A. If the document is not required to be an **Original** or **Red County Certified**, it must be **Blue Ink Certified**.
- B. **Blue Ink Certification** stamp must be located on each and every page and be signed. If located on front page, it may not cover any printed material.
- C. Only use blue ink for certification stamps. Any other certification stamp colors used will automatically be returned. No handwritten certification language will be accepted.

8. NOTARY ACKNOWLEDGEMENTS

- A. The date of the Notary must be on or after the execution date.
- B. All California Notaries are required to follow California State laws;
- C. If placing a notary acknowledgment directly on assignment forms (with the signature) then the notary must be legible and shall not cover any printed material. If not, then notary should be placed on a separate page and the assignment forms should not be stamped or altered in any way.
- D. If the notary is outside of California, applicable state laws apply and must be completed in accordance with their governing regulations.
 - 1. Notary Public's stamp or embossed seal is required to be legible, photographically reproducible and embossed seal must be shaded in.
 - 2. Any changes made to the notary acknowledgment must be initialed by the Notary who executed the document; "white out" is not acceptable.
 - 3. Notary clarification forms must be completed by the notary.
 - Notary clarity forms will not be accepted by a 3rd party.
 - 4. Documents submitted with an incomplete notary acknowledgment will be returned for corrections.

9. AKA STATEMENT

- A. If the name of an individual differs on any documentation, including on a notary or signing authority document, an Also- Known-As statement is required. This must be signed by an interested party to the transaction. **Blue Ink Certified**
 - 1. Example: An individual referenced in documents as both "Jane Doe" and "Jane A. Doe" would require an AKA statement.

10. ENTITY SIGNING AUTHORITY

- A. If signing in a capacity other than an individual, signing authority must be provided. Documentation demonstrating signing authority must indicate capacity to bind, sell and or transfer for the entity and the individual's title.
- B. **Corporation:** *e.g.*, Articles of Incorporation, Corporate Resolution- **Blue Ink Certified**.
- C. **Partnership:** *e.g.*, Partnership Agreement- **Blue Ink Certified**.
- D. **Trust:** A **Certification of Trust** must indicate how title to trust assets be taken and contain language stating that the trust has not been revoked, modified or amended in a manner which would alter the representations made. It must be executed by current Trustees and be notarized. It is requested that all pages of the trust or any amendments thereto which relate to authority, vesting, successorship and the property in question be submitted.
 - 1. Original Trustee- Copy of Certification of Trust and Trust excerpts. **Blue Ink Certified**.
 - 2. Resigning Trustee- Certification of Trust, Trust excerpts and any documentation of: Resigning Trustee, Acceptance of Trusteeship, Appointment of Successor Trustee and/or Change of Trustee. **Blue Ink Certified**.
 - 3. Deceased Trustee/Successor Trustee - Submit a copy of decedent's death certificate, an Affidavit of Death of Trustee, Acceptance of Trusteeship, Certification of Trust and Trust excerpts. **Blue Ink Certified**.

11. LEGAL DESCRIPTION

- A. If the legal description is attached as an exhibit to the assignment, it must be correctly identified (*i.e.*, Exhibit “A”) and attached thereof. Do not attach a legal description to the forms unless the “Approved as to Forms” indicates it is attached.
- B. If the legal description is a form fillable document within the approved forms, ensure it is filled out correctly.
- C. If the legal description is NOT form fillable;
 - 1. There must be minimally an introductory sentence which indicates it is a leasehold interest.
 - i. SAMPLE: “ *A leasehold interest in and to:* ”
 - ii. The Lessor of the property may require additional wording to the introductory paragraph, contact the Lessor to inquire.
 - 2. The body of the legal description must be verbatim to one of the following original documents, whichever applies: Sublease, Amendment to Sublease, Supplemental Agreement or Restatement of Sublease, etc. No additional language may be added.

12. VESTING

- A. Sellers: When selling, vesting displayed on submitted forms must match what is on federal file, verbatim. See: *Title Verification Report*
- B. Buyers: Vesting must be identical throughout submitted documents.
 - Including any proposed encumbrances (Deed of Trusts).
- D. If an entity, see *Entity Signing Authority*.

13. IN THE EVENT OF HOMEOWNER DEATH

- A. Typical requirements are listed below. Federal vesting held at the time of death will be the determinate in what documentation is necessary in each particular case.
 - 1. A copy of the decedent’s Death Certificate. **Blue Ink Certified**
 - 2. A copy of the decedent’s Affidavit of Death, if applicable. **Blue Ink Certified**
 - 3. Any valid Court Orders which demonstrates how the estate, specifically the property in question, will be handled. **Blue Ink Certified** or Court certified.
 - 4. A full copy of the decedent’s Will and court documents demonstrating its validity, if applicable. **Blue Ink Certified**
 - 5. If title is held by an entity (*i.e.* trust) see *Entity Signing Authority*.
 - 6. If the name on the death certificate differs and is not acknowledged within the Affidavit of Death, see *AKA Statement*.

14. TITLE VERIFICATION REPORT

- A. A Title Verification Report (TVR) is prepared by the Land Title and Records Office (LTRO). It demonstrates how title is held and lists all Deeds of Trusts held by the current title holder that are contained within federal file. A TVR will not show UDOTs.
- B. A TVR will display whether there is a recorded copy of the sublease already contained within federal file.
- C. Contact LTRO or Residential Leasing to obtain information on ordering a TVR.

15. ENCUMBRANCES

- A. A property may not be over-encumbered (LTV > 100%).
- B. The term of a loan may never exceed the term of the lease.
- C. Borrower(s) must match vesting, verbatim.
- D. If there are past DOTs, for current title holder, then one of the following must be provided for each DOT:

1. **Blue Ink Certified** copy of the Reconveyance... (continued)
 - Trustee and Beneficiary must match that of the DOT in file; if not provide documentation to tie all entities together. **Blue Ink Certified**
 2. Closing Statement (signed by the parties) from Escrow which demonstrates the loan is being paid in full and a letter from lender indicating current payoff amount. **Blue Ink Certified**
 - Lender of payoff must match the Lender from the BIA approved DOT in file; if not provide documentation to tie all entities together **Blue Ink Certified**.
- E. If submitting a Deed of Trust, including a junior lien; see: *Finance/Refinance Checklist (Exhibit A)*
- F. If foreclosing upon a Deed of Trust, See: *Foreclosure Checklist (Exhibit C)*
- G. If there is any **Unauthorized Deed of Trust(s)**:
- All UDOTs must be cleared up prior to any other transactions being processed.
 - Request the *Unauthorized Deed of Trust Checklist* from Residential Leasing.

16. BIA VERIBAGE

“A transfer of title or encumbrance on the leasehold must be approved by the Bureau of Indian Affairs and the release of title documents to the Buyer by _____ is conditioned upon payment of unpaid principal, and/or unpaid interest, and/or prorated payments due on the leasehold. _____ is authorized and instructed to obtain a statement from the Bureau of Indian Affairs, Lessor, or their agent (whichever applies) confirming outstanding balances and payment status. Buyer has been provided, read, understands and agrees to all terms, conditions, restrictions and provisions of the lease and any amendments and/or restatements thereto.”

17. FREE FROM ENCUMBRANCE STATEMENT

A. Sample:

“The said property is Free from Any Encumbrances Except: other than Taxes, Bonds, Subleases, CC&R’s, easements if there is a Deed of Trust insert the following in addition: and Deed of Trust in the Amount of \$_____.”

18. PICKING UP DOCUMENTS

- A. Upon BIA approval a notification will be sent via email to the individual listed on the cover letter.
- B. If you are out of the area or would prefer to have your documents mailed out this should be indicated within the cover letter.
 1. If documents are being returned utilizing FedEx, provide a printed FedEx label along with the type of shipment (standard overnight, first overnight, etc.).
 2. If documents are being returned utilizing UPS, provide a printable UPS label and coordinate with Residential Leasing to schedule a pick-up.
- C. Couriers picking up corrections and/or approvals must have the buyer’s last name and PSL, Tract, Parcel, Lot and/or Unit number to pick-up documents.

19. IF LEASE IS DIRECTLY MANAGED BY BIA (MINI-MASTER)

- A. Current BIA Demand Statement must be provided within submittal package.
 1. Contact BIA Accounting at 760-416-2133 ext. 260
- B. Lessors Consent for assignments and encumbrances is generally completed and obtained by Residential Leasing. Contact Residential Leasing to inquire.

20. QUESTIONS

- A. For any questions or concerns contact Residential Leasing at (760) 416-3289.



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Financing/Refinancing Checklist

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WITHOUT PRIOR APPROVAL THE TRANSACTION IS INVALID.

Note: A property may not be over-encumbered (LTV > 100%). The term of a loan may never exceed the term of the lease.

For Each DOT Transaction:

1. Administrative Fee of \$250.00, made payable to ACBCI.
2. One (1) **Original** and One (1) **Blue Ink Certified** Deed of Trust including all riders/exhibits;
 - Borrower(s) must match leasehold vesting (See: *Vesting*);
 - Legal description must match federal legal description verbatim; referencing leasehold interest only. (See: *Legal Description*);
 - If signing as an entity, proof of authority (See: *Entity Signing Authority*);
3. One (1) **Blue Ink Certified** copy of the Note, **DO NOT SUBMIT Original**;
4. One (1) **Blue Ink Certified** Appraisal obtained in conjunction with financing or a BIA acceptable valuation dated within one year of the DOT;
5. One (1) **Original** and One (1) **Blue Ink Certified** copy Lessors Consent;
 - Lessor may have additional requirements to obtain their consent. Contact Lessor to inquire.
6. BIA verbiage signed by all parties, **Blue Ink Certified**;
7. Free from encumbrances signed by all parties, **Blue Ink Certified**;
8. One (1) **Blue Ink Certified** Recorded Copy of applicable Sublease, Amendment and/or Restatement, if not contained within federal file. (See: *Title Verification Report*)
9. If there are past DOTs, for current title holder, then one of the following must be provided for each DOT:

A. **Blue Ink Certified** copy of the Reconveyance.

-Trustee and Beneficiary must match that of the DOT in file if NOT; provide documentation to tie all entities together, **Blue Ink Certified**.

B. **Blue Ink Certified** Closing Statement (signed by the parties) from Escrow which demonstrates the loan is being paid in full along with letter from lender indicating current payoff amount.

-Lender of payoff must match the Lender from the BIA approved DOT in file if NOT; provide documentation to tie all entities together **Blue Ink Certified**.

If there is any **Unauthorized Deed of Trust(s)**:

- All UDOTs must be cleared up prior to any assignment being processed.
- Request the Unauthorized Deed of Trust Checklist.

Please reference **Residential Leasing Instructions** for general requirements, notaries, vesting, certification of documents, signing as an entity (trust, corporation), mini-masters, etc.

A submitted transaction will be placed on a queue, typically receiving an initial review within 7-10 business days. The transaction may be placed into a rush status, subject to availability, for an additional administrative fee. Residential Leasing may require additional information and or documentation once a submitted transaction has received an initial review.



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Title Transfer Checklist

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For Each Assignment Transaction:

1. Administrative Fee of \$250.00, made payable to ACBCI.
2. Two (2) **Original** sets of: Assignment, Acceptance & Agreement, Consent documents and Legal Descriptions on approved forms. (See: *Submittal Package*)
 - Leasehold vesting must match throughout (See: *Vesting*);
 - Legal description must match federal legal description verbatim; referencing leasehold interest only. (See: *Legal Description*);
 - If signing as an entity, proof of authority (See: *Entity Signing Authority*);
3. BIA verbiage signed by all parties, **Blue Ink Certified**;
4. Free from encumbrances signed all both parties, **Blue Ink Certified**;
5. One (1) **Blue Ink Certified** Recorded Copy of applicable Sublease, Amendment and/or Restatement, if not contained within federal file. (See: *Title Verification Report*)
6. If a mini-master then provide a Demand Statement from BIA.

If there are past DOTs, for current title holder, then one of the following must be provided for each DOT:

- A. **Blue Ink Certified** copy of the Reconveyance.
 - Trustee and Beneficiary must match that of the DOT in file if NOT; provide documentation to tie all entities together, **Blue Ink Certified**.
- B. **Blue Ink Certified** Closing Statement (signed by the parties) from Escrow which demonstrates the loan is being paid in full along with letter from lender indicating current payoff amount.
 - Lender of payoff must match the Lender from the BIA approved DOT in file if NOT; provide documentation to tie all entities together **Blue Ink Certified**.

If there is any **Unauthorized Deed of Trust(s)**:

- All UDOTs must be cleared up prior to any assignment being processed.
- Request the Unauthorized Deed of Trust Checklist.

Please reference **Residential Leasing Instructions** for general requirements, notaries, vesting, certification of documents, signing as an entity (trust, corporation), mini-masters, etc.

A submitted transaction will be placed on a queue typically receiving an initial review within 7-10 business days. The transaction may be placed into a rush status, subject to availability, for an additional administrative fee. Residential Leasing may require additional information and or documentation once a submitted transaction has received an initial review.



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Foreclosure Checklist

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Note: Applicable only to an approved Encumbrancer foreclosing. All terms of the lease must be in compliance.

For Each Foreclosure Transaction:

1. Administrative Fee of \$1000.00, made payable to ACBCI.
2. One (1) **Blue Ink Certified** Recorded Copy of applicable Sublease, Amendment and/or Restatement, if not contained within federal file. (See: *Title Verification Report*)
3. Submit one (1) set of all recorded documentation which led to the foreclosure, **Blue Ink Certified**, i.e. Deed of trust, Substitution of Trustee or Beneficiary, Notice of Default, Notice of Sale. (A full and complete chain is required);
4. If any DOT was approved and recorded prior to the foreclosing DOT submit one (1) set of all documentation that those have been:
 - A. Fully reconveyed (Trustee and beneficiary must match that of the DOT in file if NOT; provide documentation to tie all entities together, **Blue Ink Certified**.); OR
 - B. Subordinated (subordination agreement); OR
 - C. Foreclosure is of a junior lien.
5. BIA verbiage signed by all parties, **Blue Ink Certified**;
6. Free from encumbrances signed by all parties, **Blue Ink Certified**;
7. One (1) **Red County Certified** copy of the Trustees Deed upon Sale;
 - A. If TDUS is being utilized for title to be held by the third party; then the following must also be provided:
 - Two (2) **Original** Acceptance & Agreement forms and any other documentation required by the lease.
 - If signing as an entity, proof of authority (See: *Entity Signing Authority*)
 - B. If the Beneficiary is acquiring title via the TDUS and then doing a subsequent Assignment, See: *Exhibit B- Title Transfer Checklist* and **Residential Leasing Instructions**.

If the foreclosure is for an **Unauthorized Deed of Trust**:

- All UDOTs must be cleared up prior to any documents being processed.
- Request the *Unauthorized Deed of Trust Checklist*.

Please reference **Residential Leasing Instructions** for general requirements, notaries, vesting, certification of documents, signing as an entity (trust, corporation), mini-masters, etc.

A submitted transaction will be placed on a queue, typically receiving an initial review within 7-10 business days. The transaction may be placed into a rush status, subject to availability, for an additional administrative fee. Residential Leasing may require additional information and or documentation once a submitted transaction has received an initial review.



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Bureau of Indian Affairs- Palm Springs Agency

Residential Leasing Administrative Fee Schedule

RESIDENTIAL SUBLEASE

Residential Sublease Approval as to Form	\$ 500.00
Residential Sublease Assignment	\$ 250.00
Lease Assignment	
Lot Lease Assignment	
Unit Assignment	
Residential Sublease Amendment	\$ 350.00
Modification	
Supplemental Agreement	\$ 500.00
Restatement of Sublease	\$ 500.00
Foreclosure of Residential Sublease.....	\$ 1000.00
Termination of Residential Sublease*	\$ 500.00
Unauthorized Assignment of Sublease	\$ 500.00
Lease Assignment	
Lot Lease Assignment	
Unit Assignment	

RESIDENTIAL DEED OF TRUST

Residential Construction Deed of Trust	\$1000.00
Purchase of Residential Sublease	\$ 250.00
Refinance of Residential Sublease	\$ 250.00
Subordinate Deed of Trust*	\$ 250.00
First Amendment to Sublease*	\$ 250.00
Unauthorized Deed of Trust (UDOT)*.....	\$ 500.00

TIMESHARE

Timeshare Approval as to Form	\$ 500.00
Timeshare Assignment	\$ 250.00
Assignment, Acceptance and Agreement, and Consent	
Trustees Deed upon Sale*	
Timeshare Amendment	\$ 250.00
Mutual Termination of Timeshare	\$ 500.00

TIMESHARE DEED OF TRUST

Purchase of Timeshare Sublease	\$ 250.00
Refinance of Residential Sublease	\$ 250.00
Subordinate Deed of Trust	\$ 250.00

MISCELLANEOUS

Same Day Service for Each Transaction (RUSH FEE)*	\$ 500.00
Lot Line Adjustment	\$ 250.00
Returned Check Fee**	\$ 50.00
Administrative Cancellation for each transaction	\$ 500.00

* In addition to all other applicable fees.

** Plus fees charged by any financial institutions.

BIA VERBIAGE,
FREE FROM ENCUMBRANCE STATEMENT
AND VESTING

A transfer of title or encumbrance on the leasehold must be approved by the Bureau of Indian Affairs and the release of title documents to the Buyer by _____ is conditioned upon payment of unpaid principal, and/or unpaid interest, and/or prorated payments due on the leasehold. _____ is authorized and instructed to obtain a statement from the Bureau of Indian Affairs, Lessor, or their agent (whichever applies) confirming outstanding balances and payment status. Buyer has been provided, read, understands and agrees to all terms, conditions, restrictions and provisions of the lease and any amendments and/or restatements thereto.

The said property is Free from Any Encumbrances Except: other than Taxes, Bonds, Subleases, CC&R's, easements and Deed of Trust in the Amount of \$_____.

Date: _____

I CERTIFY THAT THIS IS A
TRUE AND CORRECT COPY OF
THE ORIGINAL
