

# FLAT-FEE Mortgage Broker Agreement

This agreement between \_\_\_\_\_, hereinafter referred to as Borrowers, and No Bull Financial, L.L.C., herein after referred to as Broker.

**Exclusive Right to Represent:** Borrowers hereby retain Broker exclusively to secure permanent financing in the amount of approximately \$\_\_\_\_\_ to facilitate the purchase or refinance of the property known as \_\_\_\_\_, or a property not yet identified. To secure such financing, Borrowers have submitted a loan application to Broker. Borrowers agree not to apply for this same financing with another lender. If application has already been made, borrowers agree to withdraw the application within 3 days of acceptance of this agreement with Broker.

**Borrower's Duties:** Borrowers agree to supply information and documents such as tax returns, paycheck stubs, bank statements, and any other documents within 3 business days of request, or verified availability, as are required to prepare and complete the Loan Application Package, and to execute all loan documents when made available.

**Broker's Duties:** Broker will obtain the borrowers' credit report(s), order an appraisal on the property (paid at appraiser's arrival by the borrower) and such other information as is customarily required. Broker is an independent contractor, and maintains relationships with many lenders but does not distribute products of all lenders and thus cannot guarantee that the lowest price or best terms available in the entire market. However, Broker agrees to use diligence in securing financing on the best terms possible and will submit the completed Loan Application Package to the Lender with the terms for the loan type as selected by the Borrowers.

**Counseling:** Broker will use all of his skill, knowledge, and expertise to help Borrowers in selecting the type of financing which is most suitable to their financial circumstances. Helping the Borrowers find their best options in their current credit profile is considered the Broker's primary responsibility. Should the Borrowers require additional consulting and development work to build their credit profile sufficiently to qualify for desired financing, the Broker may, at his/her discretion, renegotiate the fees for this agreement.

**Disclosure:** Broker will disclose loan terms to Borrower in accordance with applicable Federal and State Laws and as required by the REAL ESTATE SALES PROCEDURES ACT.

**Compensation:** Borrower acknowledges that Broker will generally not receive compensation until the loan funds. However, Borrower hereby acknowledges that such compensation is in consideration of Broker's advice, financial counsel, skill, knowledge, expertise, contacts and that compensation is deemed to have been earned and payable upon loan approval, as evidenced by a conditional Loan Approval by a lender.

If Broker should obtain a Loan Commitment substantially in compliance with the terms set forth above, or terms, as later modified at the request of the Borrower, and the Borrower elects not to close this loan or to cancel this loan application for any reason, the Borrower agrees to reimburse Broker a fee of one percent (1.000%) of the applied loan amount for payment of their services plus any court costs and reasonable attorneys fees.

**Source of Compensation:** The Lenders will arrange compensation as instructed by the Broker. If you choose a rate/fee combination in which the lender receives Discount Points, you will also be paying the Broker the Loan Origination Fee, as agreed. If you choose to pay a higher rate, such as to get a zero-point loan for example, the Lender will pay the Broker the Loan Origination Fee. Finally, if you choose another combination, you will pay part of the Loan Origination Fee and the Lender will pay the other part.

No Other Compensation: In return for the exclusive right to represent Borrower, Broker agrees to limit compensation to \$\_\_\_\_\_ plus a processing fee if processed internally (\$500 for individual loans, \$750 for 1<sup>st</sup> and 2<sup>nd</sup> combinations) and that any and all compensation by Lender to Broker, regardless of terminology, shall be disclosed fully and completely. Broker agrees that no other compensation will be received from Lender or other source. If the lender charges OR offers any discount points at the borrowers chosen interest rate, all such discount points will be the responsibility OR benefit of the borrower, and NOT the broker.

Advance Deposits for Third-Party Costs: Borrowers acknowledge that if an Advance Deposit is required for the any third party service or cancellation fee, said deposit is to be provided as a pre-written and signed check directly to the third party service provider. Borrower hereby authorizes Broker to pay such fees with these deposit checks. If the actual costs of these services are less than deposit, the excess will be refunded to Borrowers by the service providers after close of escrow, or a replacement check will be requested.

Approximate Service Fees sometimes payable in Advance;  
\$250 - \$400 Appraisal (up to 2 required in come cases,)  
\$50 - \$250 Title service Cancellation Deposit (often waived by title,)  
\$15 - \$75 Credit Report and Supplementation  
\$15 - \$75 Condo Certification or CC&R service

Double-Applications: Borrower agrees not to apply for this same financing with another lender or if application has already been made, to withdraw the application within 3 days of acceptance of this agreement with Broker. Borrower shall provide to Broker evidence that such application has been withdrawn. Any other lender's credit inquiries WILL show up in final underwriting.

Cancellation: If this Agreement is cancelled by Borrowers after their loan has been approved, Borrowers agree to pay Broker a Cancellation Fee of 1% of the applied loan amount. This provision shall not apply in the case of a purchase if the transaction is cancelled through no fault of the Borrowers.

Duration and Voidability: This agreement shall become effective as of this date, \_\_\_\_\_, shall continue until a transaction closes, anticipated to be \_\_\_\_\_.

If, however, Broker has been unable to obtain loan approval within 90 days of application, this agreement is voidable at the option of the Borrowers and the Cancellation Fee is waived.

_____	_____	_____
Borrower	Date	for No Bull Financial, L.L.C.
_____	_____	_____
Borrower	Date	Date