

## **Pre-Payment Authorization Form**

**NOTE:** Pre-paid funds can be used for the payment of on-line Mortgage Agent / Broker fees and renewals, and Brokerage / Administrator fees.

Name of Brokerage / Administrator:		FSCO Licence Number:
Brokerage Address:		
Street Address:		Suite
City:	Province:	Postal Code:
Brokerage Contact Person		
Name:	Telephone Number:	E-mail Address
Cheque Amount: \$		
☐ I authorize FSCO to dep behalf of the Company I		a licensing pre-payment account on
AUTHORIZED OFFICER CO	NSENT:	
Print Name		Signature
Please ma	ake cheque payable to the	e Minister of Finance
Fi 51 Bo To	ail to: nancial Services Commission 160 Yonge Street, 16th Floor ox 85 oronto ON M2N 6L9 ttention: Finance and Busines	

**Please Attach Company Cheque** 

## **TERMS & CONDITIONS**

The undersigned ("Account Holder") hereby applies to the Financial Services Commission of Ontario ("FSCO") to set up and operate a client services pre-payment account ("Account") for the pre-payment of licensing fees in accordance with the following terms and conditions:

- 1. FSCO is designated by the Account Holder as its agent to open an Account with FSCO and to hold the funds deposited in it by the Account Holder and is authorized to deduct from the Account the approved fee for a licence pursuant to requirements under the Mortgage Brokerages, Lenders, and Administrators Act, 2006 (MBLAA).
- 2. An initial minimum deposit of \$800.00 shall accompany this application if applying for a new licence or \$700 if applying for a renewal, and, five (5) business days after the deposit has been received by FSCO, licence transactions will be processed.
- 3. It is the Account Holder's responsibility to maintain sufficient funds in the Account at all times to cover the approved fee for the processing and issuance of licences. If the balance of the Account is insufficient to process a licence application, or renewal, FSCO will not process any transactions.
- 4. While the Account Holder may close or suspend the Account at any time, any request for closure, suspension or reactivation of the Account must be submitted by the Account Holder in writing or by electronic mail to FSCO (elicence@fsco.gov.on.ca) at least five (5) business days prior to the effective date.
- 5. If the Account is closed, the balance of the Account will be refunded to the Account Holder. The Account Holder will not be allowed to apply for another Account until a period of twelve months from the closure date passes.
- 6. The Account Holder may, once in any 12 month period, ask for a refund of any amount it considers to be in excess of its reasonably projected needs.
- 7. No interest is payable on any amount in the Account.
- 8. FSCO is not responsible for loss of Account funds, unless found culpably negligent by a competent court of final jurisdiction.
- 9. FSCO may, in its absolute discretion, suspend or close the Account if, in any six month period, the Account Holder twice submits a licence application for processing without sufficient funds being in the Account to process the transaction.
- 10. The Account Holder holds FSCO harmless in the event that FSCO is required by any court order to release all or part of the amount in the Account to a third party, and service of such a court order upon FSCO constitutes a direction by the Account Holder to pay in accordance with the court order.
- 11. This application becomes a binding agreement when accepted by FSCO.
- 12. FSCO may cancel this agreement at any time at its sole discretion and without prior notice.
- 13. The Account Holder, having on-line access to his or her Account, shall review that Account, at least monthly, and shall promptly bring any errors in the Account to FSCO's attention and, in any event, prior to the end of the calendar month following the month in which the error occurred.
- 14. In the event of disagreement between FSCO and the Account Holder as to any matter arising out of this agreement, FSCO's decision shall be binding and final.