



California: Mortgage Broker Agreement

Pursuant to Cal. Fin. Code § 50701

BORROWER INFORMATION

Borrower(s): _____

Property Address: _____

City: _____ State: _____ Zip Code: _____

BROKER INFORMATION

Broker: _____ Broker License: _____

AGREEMENT TERMS AND CONDITIONS

This Mortgage Brokerage Agreement (this "Agreement") is entered by and between the Broker and the Borrower(s) named above on the date specified below.

Broker Acting as Borrower's Agent

Broker is acting as your agent in providing brokerage services to you. When acting as your agent, Broker owes to you a fiduciary duty of the utmost care, honesty, and loyalty in the transaction, including the duty of full disclosure of all material facts. Broker enters into separate independent contractor agreements with various lenders. While Broker seeks to assist you in meeting your financial needs, Broker does not distribute the products of all lenders or investors in the market and cannot guarantee the lowest price or best terms available in the market, nor can Broker guarantee your acceptance into any loan financing program.

Broker is is not authorized to act as an agent for another person(s). If Broker is authorized to act as an agent for another person(s) in this transaction, that person or those persons are identified as follows:

Services to be Provided by Broker

The Broker will perform the following services for the Borrowers:
(Broker must check all applicable services below)

Loan Services

- Obtain applicant information and fill out application.
- Provide disclosures (Truth in Lending, Good Faith Estimate and state disclosures).
- Initiate and order verification of employment/verification of deposit(s).
- Initiate and order mortgage payoff statement(s) and other loan verifications.
- Initiate and order appraisal(s).
- Order legal documents.
- Make/order Flood Zone determination.
- Participate in loan closing.
- Submit application information to lender(s) for approval.

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Counseling Services

- Analyze income and debt to determine the maximum mortgage amount.
- Collect financial information and other related documents.
- Educate the applicant in the home buying and/or financing process.
- Assist in identifying and cleaning credit problems.
- Maintain regular contact with applicant, realtors, and lender.

Additional Services

- Initiate and order any inspections or engineering reports.
- Order mortgage insurance.
- Order tax certificate.
- Operate a computer loan origination system (CLO).
- Operate an automated underwriting system (AUS).
- Order title insurance commitment/abstract.
- Order survey.
- Order credit report.
- Order insured closing letter from settlement agent.
- Other:

Broker's Fees for Services

A good faith estimate of the fees Broker will receive for the services provided, whether paid by the Borrowers, or the lender, is the following.

<input type="checkbox"/> You will pay all Broker Fees directly	Amount of Fee
Application Fee	\$ _____
Broker Fee (<i>an amount not to exceed</i> _____ <i>% of the loan amount</i>)	\$ _____
Processing Fee	\$ _____
Other: _____	\$ _____
Total Direct Broker Fees: <i>(Excluding fees paid to third parties, such as appraisal fees)</i>	\$ _____

<input type="checkbox"/> The Mortgage Lender will pay the Broker Fees	
The Lender will pay us a Broker Fee.	
The amount of the Broker Fee will be _____ % of your loan amount.	
Plus flat fee of \$ _____ (<i>if applicable</i>)	
You will not pay us any Broker Fees in connection with this loan.	\$ _____

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YOUR MORTGAGE LOAN: You are applying for a mortgage loan in the amount of \$_____. If your actual loan is different, then the dollar amount of any of the fee shown above that is based on a percentage of the loan amount may increase if the loan amount increases, or decrease if the loan amount decreases.

Borrowers are obligated to pay Broker for its services rendered under this Agreement at the time of closing. No broker fees will be charged if the loan fails to close.

Other Fees and Charges

The Borrowers will be required to pay the following fees or charges prior to the closing: actual charges incurred by the Broker on behalf of the Borrowers for services from third parties necessary to process the application, such as credit reports, appraisals, inspections, flood certification, and tax service, and, in transactions where those services are provided by the Broker, a charge not to exceed the fee customarily charged for the same or comparable service in the community in which the service was rendered.

(Broker should only check ONE box)

- No advance fees, other than credit report and appraisal fees, will be collected by Broker prior to loan closing. Borrowers may be asked to pay third party vendors directly.
- Broker will collect fees from the Borrowers prior to the loan closing. If actual costs are less than collected, the excess will be refunded to the Borrowers.

Borrowers' Right to Rescind this Agreement

If Broker makes a materially false or misleading statement or omission in the inducement or implementation of this Agreement, the Borrowers may, in addition to other legal rights or remedies, upon written notice, (i) rescind this Agreement; (ii) recover fees paid by the Borrowers to the Broker for brokerage services rendered by Broker pursuant to this Agreement; and (iii) recover actual costs, including attorney's fees, for enforcing the Borrowers' rights under this agreement.

Only Agreement Between Borrowers and Broker

This Agreement shall be the only agreement between the Borrowers and the Broker with respect to a single loan for the property referenced above.

BORROWER ACKNOWLEDGEMENT

I/We hereby acknowledge that this Mortgage Brokerage Agreement is being executed by me/us and Broker before Broker performed any brokerage services and that a copy of this Agreement will be provided to me/us at the time of execution or within three (3) business days after execution. I/We further acknowledge that nothing contained in this Agreement guarantees that my/our loan will be accepted by any lender or investor and understand that this Agreement does not constitute an approval of a loan.

Borrower Signature 1: _____ **Date:** _____

Borrower Print Name: _____

Borrower Signature 2: _____ **Date:** _____

Borrower Print Name: _____

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BROKER ACKNOWLEDGEMENT

I hereby acknowledge that this Mortgage Brokerage Agreement is being executed by the Borrowers and the Broker before Broker performed any brokerage services and that the Broker will provide a copy of this Agreement to the Borrowers at the time of execution or within three (3) business days after execution.

Broker Signature 1: _____ **Date:** _____

Broker Print Name: _____