

Name of Mortgage Broker  
Address of Mortgage Broker  
Customer Name  
Property Address

## **DELAWARE MORTGAGE BROKER AGREEMENT**

In this Agreement, "I/We/us" refers to the Mortgage Broker; "You/your" refers to the customer or applicant.

**SECTION 1. NATURE OF RELATIONSHIP.** In connection with this mortgage loan:

- The Mortgage Broker may act as an independent contractor and not as your agent. Communicate any uncertainties you may have about the nature of your relationship to your Mortgage Broker.
- The Mortgage Broker has entered into separate independent contractor agreements with various lenders.
- While the Mortgage Broker seeks to assist you in meeting your financial needs, it does not distribute the products of all lenders or investors in the market and cannot guarantee the lowest price or the best terms available in the market.

**SECTION 2. OUR COMPENSATION.** The lenders whose loan products are distributed by the Mortgage Broker generally provide their loan products to the Mortgage Broker at a wholesale rate.

- The retail price a Mortgage Broker offers you---your interest rate, total points and fees---will include the Mortgage Broker's compensation.
- The lender will pay the Mortgage Broker all of its compensation. The Mortgage Broker may also be paid by the lender based on (i) the value of the Mortgage Loan or the related servicing rights in the market place or (ii) other services, goods, or facilities performed or provided by the Mortgage Broker to the lender.
- A brokerage fee of \$ 150.00 will be paid directly by your lender to Broker and you will not need to pay this out of your own funds. This amount may change prior to your loan closing in which event Broker will disclose this amount to you.

## **SECTION 3. COPY OF MORTGAGE BROKER AGREEMENT AND OTHER DISCLOSURES**

I/we will provide you with a signed copy of this Mortgage Broker agreement as well as any other documents that are incorporated into this Mortgage Broker Agreement.

## **SECTION 4. ADDITIONAL DISCLOSURES REQUIRED BY DELAWARE LAW**

1. This agreement shall remain in effect until the loan is closed. If you cancel the loan or the loan is declined by all lenders, no further obligations shall exist under this agreement.
2. The following services shall be provided to you by us:
  - Analyzing your income and debt information for prequalification
  - Educating you on the mortgage process
  - Taking your application
  - Ordering an appraisal, if required
  - Providing required disclosures
  - Maintaining regular contact with you and the lender throughout the loan process
  - Ordering a flood zone determination

3. A non-refundable fee in the amount of \$ 350.00 will be collected from you. The fee you will pay is remitted to the lender and covers the costs associated with processing your loan application including obtaining and reviewing information needed to finalize your loan application. This fee will be applied to your closing costs at closing. If your loan application is declined, all funds except \$ 350.00 will be returned to you. All other fees will be retained by the lender to cover actual costs incurred. If you cancel your loan application, any fees paid upfront are non-refundable.
3. If you chose to “lock-in” or “protect your rate,” a fee may be collected by the Broker and remitted to the lender as disclosed in the lender’s “Interest Rate Commitment Agreement.”
4. Under SECTION 2 above, the amount of the broker fee paid by the lender is disclosed. In no event shall the cost of these services exceed the amount disclosed above.
5. If your loan transaction is subject to the right of rescission under the federal Truth in Lending Act (i.e. cash-out refinance of a primary residence) you may be entitled to a refund of certain monies paid to the lender.

By signing below, applicant(s) acknowledge receipt of a copy of this signed Agreement and accepts the terms and conditions outlined in this Agreement.

\_\_\_\_\_  
Applicant name                      Date

\_\_\_\_\_  
Applicant name                      Date

\_\_\_\_\_  
Mortgage Broker name              Date

\_\_\_\_\_  
Applicant name                      Date

\_\_\_\_\_  
Applicant name                      Date