

Mortgage Processing Referral Agreement (Legal Sized Form)

Please print and return this agreement to us.

This agreement between MORTGAGEPROCESSOR.COM, herein after referred to as MORTGAGEPROCESSOR.COM, and _____ herein after referred to as CLIENT is entered into as of _____.
MortgageProcessor.com has substantial experience processing mortgage loans and would like to provide processing services to CLIENT under the following terms and conditions.

A.	Processing Fees are \$450 for each loan that is closed and funded. MortgageProcessor.com shall be paid a separate check out of closing proceeds for all closed files.
B.	MortgageProcessor.com agrees to overnight your file to one lender, and cover the copy costs involved with submitting your file to that lender. We also agree to pay to have your files returned to you via U.S. Mail after the files have closed. Additional costs involved with processing files for CLIENT including, Fees for verification of employment, and additional copy/courier/overnight fees for submission to more than one lender will be billed on the settlement statement of each loan.
C.	Either party may terminate this agreement with 3 days written notice to the other. If either party terminates this agreement, CLIENT'S agrees to pay \$200 for each file that CLIENT'S has submitted for processing that has been approved by a lender, and pay the full processing fee for all loans that have closed. CLIENT agrees to deliver a certified check made out to MortgageProcessor.com for the above outlined fees in exchange for deliverance of all CLIENT'SS files back to CLIENT'S through US Mail service as payment in full for services rendered. Rather than US Mail, CLIENT'S may elect to have files returned through courier or overnight service at it's own expense. CLIENT'S agrees to pay collection and attorneys fees for unpaid bills sent to attorneys and collection agencies for collection of unpaid fees.
D.	The terms of this contract are governed under the laws of Colorado.
E.	MortgageProcessor.com represents that it has adopted and implemented procedures to safeguard customer information and records that are reasonable designed to: (i) ensure the security and confidentiality of CLIENT's customer records and information; (ii) protect against any anticipated threats or hazards to the security or integrity of customer records and information; (iii) protect against unauthorized access to or use of CLIENT's customer records or information that could result in substantial harm or inconvenience to any customer; (iv) protect against unauthorized disclosure of non-public personal information to unaffiliated third parties; and (v) otherwise ensure compliance with privacy laws and federal standards.
F.	CLIENT'S understands that MortgageProcessor.com employs trained sub-contract processors that have a contract relationship with MortgageProcessor.com. CLIENT'S agrees to not solicit, or hire, any subcontract processor away from MortgageProcessor.com. CLIENT'S agrees to pay MortgageProcessor.com a referral fee of \$20,000 if they hire, or solicit any subcontract processor away from MortgageProcessor.com, and pay any attorney and court costs if required to collect such referral fee from CLIENT.
G.	CLIENT'S understands that they are responsible for choosing a lender for each file, locking their borrowers rate with that lender, and for collecting items missing from the borrowers file that have not been sent to the processor. CLIENT'S shall deliver a fully completed application and all supporting documents collected from the borrower, with a cover sheet outlining the title company, appraiser, lender, and notes to their processor with each file.
H.	CLIENT'S authorizes MortgageProcessor.com, and it's affiliated subcontract processors, to complete paperwork on it's behalf. Subcontractor shall obtain on CLIENT'S'S behalf; appraisal, title work, surveys and other documents in order to process and close files. CLIENT'S understands and agrees that our subcontractors

	are not ordering documents, but rather working on behalf of CLIENT'S, and as such MortgageProcessor.com and it's subcontractors will have no liability for unpaid bills appraisals, survey, title company fees, or any other fees associated with processing files for CLIENT'S. CLIENT'S agrees to be responsible for all fees incurred in connection with the processing of CLIENT'S's files.
I.	Signature and return of this agreement by fax or US Mail allows you to begin immediately submitting files for processing.

CLIENT

MortgageProcessor.com

Signature _____

Signature _____

By signing above, you certify that you are authorized to sign for your company.

Print Name:	Loren A. Parker
Address:	9251 S. Sand Hill Trail
State/Zip:	Highlands Ranch, CO 80126
Phone & Fax#:	303-972-3255(phone) / 303-904-3246(fax)
Company Name:	MortgageProcessor.com.
Please fax a copy of this agreement to 303-904-3246 on "high or fine" resolution, and then mail the original, plus your new files, to us at MortgageProcessor.com, 9251 S. Sand Hill Trail, Highlands Ranch, CO 80126. Attn: Loren Parker	
<i><u>Please fill out the attached addendum found below.</u></i>	

This Form authorizes the title company / settlement company to cut a separate check for processing to MortgageProcessor.com out of closing proceeds.

I _____ authorized agent for _____ direct the title
(Your Name) (Your Company Name)
company, and /or funding agent, to cut a separate check out of our broker proceeds directly to MortgageProcessor.com for processing of **any** loans including FHA/VA loans, and/or where a processing fee is not allowed to be listed on a settlement statement. I am an authorized agent for this mortgage company and have dated this agreement and signed below to provide this authorization.

This document will be accompanied by an invoice from MortgageProcessor.com with instructions outlining the address to send it's check for processing, and courier/copy fees (if indicated). **Title/Settlement companies please note that no verbal, nor written authorization, after the date recorded on this document shall take precedence over this document, including closing instructions. If MortgageProcessor.com's processing fee check is cut to any entity other than MortgageProcessor.com the title company will be held liable and cut checks will need to be voided and re-cut to MortgageProcessor.com.**

This legal document authorizes the title company, or escrow agent, to release funds in the form of a check directly to MortgageProcessor.com for the processing services rendered, including overnight service charges, Courier fees, and Copy expenses. Should you have any questions regarding this document or this procedure please call 866-418-3472 prior to closing for clarification.

Photocopied signatures are to be treated as original as agreed by the signing of this document by an authorized agent of the broker company or bank.

Signature

Company Title

Print Name

Dated

Lender company name, Tel, and address