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.	o Processing fees are $495 for each first position loan that is closed and funded. o Piggy Back second mortgages shall be billed at a rate of $225 per closed and funded loan. o A rush fee of $100 shall be assessed on loans for which the CLIENT has indicated as a rush file that requires MORTGAGEPROCESSOR.COM to devote additional resources to close such a file in a shortened period of time. o Fees such as Verification of Employment charges, Payoff fees, HOA fees, and other fees due up front from the borrower or CLIENT shall be paid via check to MortgageProcessor.com prior to work being done on behalf of CLIENT. o If a file does not close CLIENT does not owe the Processing Fee, but does owe $30 to cover copy/overnight fees plus any fees incurred such as those quoted in the paragraph directly above this one. o MortgageProcessor.com processing fee 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. Should special circumstances be needed, CLIENT agrees to pay MortgageProcessor.com $30 for each additional lender that MortgageProcessor.com submits files to on behalf of CLIENT to cover copy and overnight charges.
C.	Return of Files. MortgageProcessor.com agrees to send you electronic copies of all closed files to CLIENT at the completion of funding and payment of MortgageProcessor.com's fee. At CLIENT's option, and prior expense, original files can be returned to them via U.S. Mail or overnight service.
D.	Either party may terminate this agreement with 3 days written notice to the other. If either party terminates this agreement, CLIENT agrees to pay $225 for each file that CLIENT 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 certified funds made out to MortgageProcessor.com for the above outlined fees, plus any outstanding fees, in exchange for deliverance of all CLIENT'S files back to CLIENT through courier or overnight service at CLIENT'S prior expense. CLIENT agrees to pay collection and attorneys fees for unpaid bills sent to attorneys and collection agencies for collection of unpaid fees.
E.	The terms of this contract are governed under the laws of Colorado.
F.	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.
G.	CLIENT understands that MortgageProcessor.com employs trained sub-contract processors that have a contract relationship with MortgageProcessor.com. CLIENT agrees to not solicit, or hire, any subcontract processor away from MortgageProcessor.com. CLIENT agrees to pay MortgageProcessor.com a referral

	fee of $30,000 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.
H.	CLIENT 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 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.
I.	CLIENT authorizes MortgageProcessor.com, and it's affiliated subcontract processors, to complete paperwork on it's behalf. Subcontractors shall submit paperwork on CLIENT'S behalf for appraisal, title work, surveys and other documents in order to process and close files. CLIENT understands and agrees that MortgageProcessor.com and it's subcontractors are working on behalf of CLIENT, and as such MortgageProcessor.com, and it's subcontractors, will have no liability for ordering services on behalf of CLIENT including, appraisals, survey, title company fees, or any other fees associated with processing files for CLIENT. CLIENT agrees to be responsible for all fees incurred in connection with the processing of CLIENT'S files.
J.	Signature by an authorized agent of your firm 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)
E-Mail:	lparker@mortgageprocessor.com
Company Name:	MortgageProcessor.com.
Please fax a copy of this agreement to **303-904-3246** on "high or fine" resolution, and then overnight the original, plus your new files, to us at MortgageProcessor.com, 9251 S. Sand Hill Trail, Highlands Ranch, CO 80126. Attn: Loren Parker	
Please fill out the attached addendum found below.	

ATTENTION TITLE /ESCROW COMPANIES

This form filled out and signed by the Broker 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 the processing of loans being closed and funded by this title/escrow/attorney's company.

I hereby certify that I am an authorized agent for this mortgage company and have dated this agreement and signed below to provide authorization to pay MortgageProcessor.com a separate check for their processing and overnight fees as invoiced.

This document will be accompanied by an invoice specifying the file being closed from MortgageProcessor.com with instructions outlining the address to send it's check for processing, and courier/copy fees (if indicated on the invoice). **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 distributed 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 Loren at 303-972-3255 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