

## **REFERRAL PARTNER AGREEMENT**

This agreement for referral services is entered into as of \_\_\_\_\_, 20\_\_ by and between Brokered Financial Services, Inc. (BFSI) and \_\_\_\_\_ (Referring Agent) with reference to the following:

**WHEREAS:** BFSI is in the business of originating and brokering collateralized business purpose mortgage loans secured by owner occupied or non-owner commercial real estate, and non-owner occupied residential properties of 5+units or more; and

**WHEREAS:** it is the desire of BFSI and Referring Agent to undertake a non-exclusive relationship where, in accordance with the terms of this agreement, Referring Agent may from time to time, refer to BFSI potential borrowers ("Prospect(s)") looking for mortgage financing.

**NOW,** in consideration of the mutual promises contained in this agreement, the parties agree as follows:

### **ENGAGEMENT:**

Referring Agent agrees to engage with BFSI, to act as a source of referrals with respect to Mortgage Loans to be originated and brokered by BFSI. Referring Agent may from time to time, refer prospects to BFSI seeking loans for the purposes of acquiring real estate assets, equipment, furniture, inventory, working capital, and/or construction for business purpose loans whose Lender terms and conditions are suitable to the Prospects loan request.

### **REFERRAL PROCEDURES:**

Referring Agent shall furnish contact information for Prospects direct to BFSI, via email, text message, phone, or by submitting a completed scenario questionnaire form. BFSI will promptly review each Prospects loan request and relying on its own analysis, determine where or not to originate a loan application for submission to a Lender. Referring Agent shall not take loan applications or offer, quote, or negotiate loan terms with any prospect. In the event that the Referring Agent is acting as either a sellers or buyers agent for a subject property, Referring Agent agrees to provide copies of all transaction related documents to include, but not limited to, sales contracts, exhibits, addendums, attachments, rent rolls, and financial statements. Apart from these requirements the Referring Agent shall remain completely uninvolved in the processing, submission and approval of the Mortgage Loan transaction.

**REFERRAL FEE:**

Referral fees shall be paid in accordance with the Loan Referral fee agreement form, one form for each specific transaction submitted by the Referring Agent. A blank Fee Agreement form is attached as "Exhibit A". Referral Fees will be paid after the Mortgage Loan Closing and BFSI has received all Borrower and Lender paid fees. Referring Agents shall not be entitled to a Referral Fee for any transaction where the Referring Agent has an ownership interest or beneficial interest in the Prospect or subject real property.

**TERMINATION:**

BFSI or Referral Agent at their sole discretion, may terminate this agreement at any time by providing the other party written notice. Referral Fees shall be paid for a Prospect which is already in process as of the effective date of termination and after loan closing and receipt of all Lender and Borrower paid fees. Upon termination of this agreement no further Referral Fees shall be due or paid to Referring Agent for any additional mortgage loans closed with Prospects previously identified by Referring Agent.

**REPRESENTATIONS AND WARRANTIES"**

Referring Agent represents and warrants that the submission of Prospects to BFSI will not breach the provisions of any contract, agreement, or understanding to which the Referring Agent is a party to with Referring Agents Employer or to any other person or entity.

**INDEPENDENT CONTRACTOR:**

Nothing herein shall be construed as creating an employer/employee relationship, partnership, joint venture or agency relationship between the parties. Referring Agent shall be solely liable for the payment of any taxes imposed or arising out of the payment of compensation paid to him/her as set forth in this agreement,

**ENTIRE AGREEMENT:**

The parties below have caused this agreement for Referral Services to be executed as of the Effective Date.

**BFSI:**

Brokered Financial Services, Inc.

BY:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

**REFERRING AGENT:**

BY:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

# FEE AGREEMENT

## "Schedule A"

Referring Agent Contact info:

Date:\_\_\_\_\_

Name:\_\_\_\_\_

Phone:\_\_\_\_\_

BFSI has received a potential borrower referral from Referring Agent for financing of the following transaction.

Prospect/Borrower:\_\_\_\_\_

Property Address:\_\_\_\_\_

In Accordance with the Agreement for Referral Services and this schedule, BFSI agrees to pay a Loan Referral Fee in an amount equal to 25bps (.25%) of the fully funded Mortgage Loan amount in connection with introductions related to the Mortgage Loan. Referring Agent agrees to accept the Loan Referral Fee as payment in full of any and all obligations of BFSI to Referring Agent in connection with the Mortgage Loan. BFSI shall have no responsibility or obligation to provide Prospect any funding, and if no Mortgage Loan is funded and closed, BFSI shall no obligation to pay Referral Agent.

Please indicate your agreement to the above by signing a copy of this fee letter in the place provided below and returning a fully executed copy to BFSI. This Fee Agreement may be signed in counterparts, a copy can be used in place of an original and when taken together with the Referral Partner Agreement shall be read as a fully integrated document.

REFERRING AGENT:

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

BFSI:

Brokered Financial Services, Inc

a registered Georgia S-Corporation

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Agreed and Accepted