



## **CLIENT BROKER FEE AGREEMENT**

**THIS CLIENT BROKER FEE AGREEMENT** (the “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”) by and between \_\_\_\_\_ (“Broker”) and \_\_\_\_\_ (collectively, the “Client”).

### **RECITALS**

Client desires to obtain a real estate mortgage loan which will be secured by the Property (as defined below).

Broker, subject to the terms herein, will provide mortgage broker services to assist Client in obtaining and closing the desired real estate mortgage loan.

### **AGREEMENT**

**NOW, THEREFORE**, the parties hereto, each in consideration of the covenants and agreements of the other, in consideration of the services to be performed, and for good and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, agree as follows:

- 1. Services** Client hereby contracts Broker to assist Client in obtaining a commitment for a mortgage loan (the “Loan”) on either non-owner occupied residential property(ies) or a commercial property in the amount and terms acceptable to Client (“Loan Amount”) secured by the following property(ies) (collectively, the “Property”):  
  
\_\_\_\_\_  
  
\_\_\_\_\_
- 2. Best Efforts** Broker agrees to use reasonable commercial efforts to assist in securing the Loan; however, Broker does not guarantee the Loan can or will be obtained. Client agrees that Broker will not be liable to Client for any losses or damages whatsoever in the event Loan is not secured.
- 3. Fee** If Client secures the Loan as a direct or indirect result of Broker’s efforts, Client agrees to pay to Broker an amount equal to \_\_\_\_ % of the Loan Amount (the “Fee”). The Fee shall be earned upon issuance of a commitment with terms and conditions acknowledged in writing to be acceptable to the Client. The parties agree that the Fee shall be due and payable on the HUD at the Loan closing.
- 4. Term** Broker and Client agree that this Agreement and authority of Broker by Client shall continue six (6) months from Effective Date, thereafter this Agreement shall continue until terminated in writing by either party.



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**No Circumvention**

For a period of six (6) months following the termination of this Agreement, Client shall not circumvent Broker by directing, approaching, dealing, contacting or entering into a transaction with any funding source introduced to Client by the Broker during the term of this Agreement.

If Client does circumvent the Broker, Broker shall be entitled to the Fee described in Section 2, notwithstanding any other payments made by Client to other brokers concerning the subject circumvention. This Section 5 shall survive the termination of this Agreement.

6. **Relationship** The parties agree that the relationship of Broker and Client shall be that of an independent contractor. This Agreement is neither intended to, nor will it be construed as, an agreement to create a joint venture, partnership, or other form of business association between the parties. All parties recognize that this Agreement is non-exclusive with respect to the Broker.
  
7. **Miscellaneous** Each party specifically acknowledges and agrees that this Agreement and its interpretation and enforcement are governed by the laws of the State of \_\_\_\_\_ . Furthermore, each party irrevocably (i) submits to the jurisdiction of any court of the State of \_\_\_\_\_ located in \_\_\_\_\_ County for the purpose of any suit, action or other proceeding arising out of this Agreement or any of the agreements or transactions contemplated hereby (each, a “Proceeding”), (ii) agrees that all claims in respect of any Proceeding may be heard and determined in any such court, (iii) waives, to the fullest extent permitted by law, any immunity from jurisdiction of any such court or from any legal process therein, (iv) agrees not to commence any Proceeding other than in such courts and (v) waives, to the fullest extent permitted by law, any claim that such Proceeding is brought in an inconvenient forum. The substantially prevailing party will be entitled to recover its attorneys’ fees from the substantially non-prevailing parties incurred in connection with the prevailing party’s efforts to enforce this Agreement, regardless of whether any action or proceeding is commenced. Any purported assignment without the other party’s prior written consent will be void ab initio. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings between the parties regarding the subject matter of this Agreement. This Agreement may not be amended except by a writing signed by each party. If for any reason any provision of this Agreement is determined by a tribunal of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of the Agreement will not be affected and such provision will be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision will then be enforceable and enforced. This Agreement is binding upon the parties and will bind their executors, personal representatives, legatees, heirs, successors and assigns. No waiver by any party of any right or default under this Agreement will be effective unless in writing and signed by the waiving party. No such waiver will be deemed to extend to any prior or subsequent right or default or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. This Agreement may be executed in counterparts and via facsimile or PDF electronic transmission, and each such counterpart will be deemed to be an original instrument. All such counterparts together will constitute one and the same Agreement.

**[Remainder of page intentionally left blank]**



**SIGNATURE PAGE  
CLIENT BROKER FEE AGREEMENT**

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the Effective Date written above.

**BROKER:**

**CLIENT:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*(Entity Name & State of Incorporation, if applicable)*

\_\_\_\_\_  
*(Entity Name & State of Incorporation, if applicable)*

\_\_\_\_\_  
*(Print Name)*

\_\_\_\_\_  
*(Print Name)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Print Title if applicable)*

\_\_\_\_\_  
*(Print Title if applicable)*

\_\_\_\_\_  
*(Print Date)*

\_\_\_\_\_  
*(Print Date)*

**Broker Contact Information:**

**Client Contact Information:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_



## 5. LOAN SUMMARY OVERVIEW AND EXIT STRATEGY

How did you find this property? How did you get such a good deal?

What is your exit strategy? How do you intend to pay us off?

How long will it take you to rehab (if rehab loan)? (in months)

How will you use the funds provided by this loan?

How much will you profit?

Do you have any rehabbing experience? If yes, please describe

Employment information – Company name, Income (monthly), Title, Years with company

## 6. PERSONAL GUARANTOR INFORMATION

### GUARANTOR #1 FULL NAME (INCLUDE JR. OR SIR. AS APPLICABLE)

Full Name: SSN: DOB: Home Phone:

Cell Phone: Email address:

Street Address:

City: State: Zip:

### EMPLOYER INFORMATION:

Employer #1: Phone Number: Position: Type of Business:

Years with Company:

Employer #2: Phone Number: Position: Type of Business:

Years with Company:

Total Monthly Income:

### OTHER INFORMATION

Estimated Credit Score: How many completed flips in previous 24 months:

<b>Declarations</b>	<b>Borrower</b>	
Are there are any outstanding judgements against you?	Yes	No
Have you, or any officer of your company, or any guarantor been involved in bankruptcy?	Yes	No
Are you personally or is your business involved in any lawsuits or pending litigation?	Yes	No
Have you directly or indirectly been obligated on any loan of which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgement? *	Yes	No
*(This would include such loans as home mortgage loans, SBA loans, home improvement loans, educational loans, manufactured [mobile] home loans, any mortgage, financial obligation, bond, or loan guarantee. If "Yes", provide details, including date, name, and address of lender, FHA or VA case number, if any, and reasons for the action.)		
Are you, or your business, presently delinquent or in default on any federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee?	Yes	No
Are you obligated to pay any alimony or child support?	Yes	No
Are you a guarantor, co-maker, or endorser for any debt of an individual, corporation, or partnerships?	Yes	No
Is any of your stated income likely to be reduced or interrupted within the next year?	Yes	No
Do you have any outstanding letters of credit or surety bonds?	Yes	No
Are there any lawsuits or legal actions against you?	Yes	No
Are you contingently liable on any lease or contract?	Yes	No
Are any of your tax obligations past due?	Yes	No
Are all of your personal and business' tax obligations current?	Yes	No
Have you or your company ever used a private lender in the past?	Yes	No
Other contingent liabilities (describe):	Yes	No
Are you a U.S. citizen?	Yes	No
Are you a permanent resident alien?	Yes	No

I/we hereby authorize Secured Investment Corp, dba Cogo Capital to make all inquiries it deems necessary to verify the accuracy of the information provided herein, and to determine my/our credit worthiness. This includes my/our and my company's past and present employment, earnings records, bank accounts, stock holdings, insurance information and any other asset balances needed to process my private funding application. I/we also hereby authorize the release of any information necessary for any purpose related to our credit transaction with Secured Investment Corp, dba Cogo Capital, including but not limited to a background check and an Office of Foreign Assets Control (OFAC) inquiry. The information obtained is only to be used in the processing of my private funding application. This authorization expires after 120 days from the date indicated below. I/we further authorize Secured Investment Corp, dba Cogo Capital to order a private funding credit report and verify all other credit information, including past and present mortgage and landlord references. It is understood that the photocopy of this document shall also serve as authorization to provide the information requested an electronic signature will serve as a legal signature. Privacy Act Notice: This information is to be used for the company and its affiliates collecting it or their assignees in determining whether you qualify for a prospective private funding loan under the company's program. Additionally, this information may be used to determine fees, pricing, and other compensating factors associated with your private money funding. It will not be disclosed outside the company and its affiliates except as required and permitted by law. You do not have to provide this information, but if you do not your application for approval as a prospective private funding borrower may be delayed or rejected.

**Signature** \_\_\_\_\_

**Please pull this credit report to help determine pricing**

## 7. ACKNOWLEDGEMENT AND AGREEMENT

Each of the undersigned parties specifically represents to Secured Investment Corp, dba Cogo Capital the lender, and to each of its actual and potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that "(1) the information provided in this application is true and correct as of the date set forth opposite the signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability to any person who may suffer any loss due to reliance upon any misrepresentation that I have made in this application and/or criminal penalties; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described in this application; (3) the property will not be used for any illegal or prohibited purpose or use; (4) the property will be non-owner occupied; (5) Secured Investment Corp, dba Cogo Capital its successors and assigns may retain the original and/or electronic record of this application, whether or not the loan is approved and/or funded; (6) Secured Investment Corp, dba Cogo Capital and the lender, and each of their successors, assigns, servicers, brokers, agents, insurers, and representatives may continuously rely on the information contained in this application, and I am obligated to amend and/or supplement the information provided in this application if any of the successors or assigns of the aforementioned parties, in addition to any other rights and remedies that it may have related to such delinquency, may report my name and account information to one or more of the consumer credit reporting agencies; (8) neither Secured Investment Corp, dba Cogo Capital the lender, nor any of their agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (9) my transmission of this application as an "electronic record" contained my "electronic signature" as those terms are defined in applicable federal and/or state laws, or my facsimile transmission of this application containing a facsimile of my signature, shall be effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

Each of the undersigned parties hereby acknowledge and agree that Secured Investment Corp, dba Cogo Capital, any owner of the Loan, each of their servicers, successors, and assigns may verify or re-verify any information contained in this application or obtain any information or data relating to the Loan, for legitimate business purpose through any source including a source named in this application or any credit reporting agency.

**Guarantor #1 Signature** \_\_\_\_\_

**Guarantor #2 Signature** \_\_\_\_\_

**Guarantor #3 Signature** \_\_\_\_\_

**Guarantor #4 Signature** \_\_\_\_\_