

# Mortgage Broker Agreement

This Mortgage Broker Agreement is between Dayton Capital Partners, LLC and Borrower. Borrower desires to obtain a loan secured by existing and/or new investment properties.

## Recitals

The term "Borrower" shall include all persons or entities affiliated with Borrower, including, but not limited to, partners, shareholders and shareholders of partners or Borrower.

Dayton Capital Partners, LLC is a Commercial Real Estate Broker/Lender engaged in the business of arranging and making loans secured by real property for commercial use or investment. Such loans may be funded by various institutional or private lender(s).

Borrower has applied to Dayton Capital Partners, LLC for the above mentioned real property loan and, therefore, the Borrower and Dayton Capital Partners, LLC agree as follows:

## Agreement

**Lender's/Broker's Exercises of Due Diligence:** Dayton Capital Partners, LLC agrees to use their best efforts to exercise due diligence to obtain a loan satisfactory to Borrower from available lending institutions or private lending sources. Dayton Capital Partners, LLC has no authority to make promises, representations, or warranties for lender(s) unless the terms are in writing signed by the lender. Dayton Capital Partners, LLC shall have no liability if it uses its best efforts but is unable to obtain a lender(s) willing and able to fund this loan.

**Borrower's Representation and Warranties:** Borrower represents that information furnished, is true, accurate and complete to the best of the Borrower's knowledge and belief and no material information has been withheld.

**Borrower's Agreement to Cooperate:** Borrower agrees to cooperate with gathering and providing the necessary information and documentation for the lender(s) intending to make the loan. Borrower's satisfaction with the loan terms shall be evidenced by Borrower's written execution of the loan documents submitted by the lender(s).

**Borrower's Authority:** Borrower hereby grants to Dayton Capital Partners, LLC the exclusive right to obtain a loan for the submitted property beginning on the loan application date. Dayton Capital Partners will obtain contingent approval of said loan within 7 business days of the borrower submitting a complete application and the requested documentation. If Dayton Capital Partners is unable to obtain a contingent approval within 7 business days, this exclusive right is terminated for that property. The borrower may submit additional properties for loans under this agreement. Each time the borrower submits an additional loan application, this agreement is renewed as of the new loan application date.

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**Borrower Agrees to Pay Commissions and Fees for Services Rendered:** The borrower agrees to pay Dayton Capital Partners, LLC according to the Fee Addendum for its services to obtain a loan for the borrower. The Loan Commitment Fee is due upon the borrower accepting the proposed loan terms from the lender. If the loan doesn't close, the Loan Commitment Fee is considered full payment for services. Broker Commission is based upon the final loan amount, and paid at loan closing.

**Third Party Fees:** Borrower agrees to pay any third-party fees required by the lender.

**Borrower's Instructions to Escrow Holder:** This Agreement is the Borrower's written authorization to the escrow holder and/or closing agent. The Borrower directs the escrow holder and/or closing agent to pay all loan fees and brokerage commissions due to Dayton Capital Partners directly from the proceeds of this loan at closing.

**Non-Circumvention:** Borrower agrees they will not individually, or in conjunction with any person, or entity, contact the lender(s) introduced by Dayton Capital Partners, LLC or its assignee with respect to any requests unrelated to the ongoing loan application except by written consent by Dayton Capital Partners, LLC or its successors/assignee.

**Effective Date and Binding upon Parties:** This Agreement is to be effective as of the date of acceptance by Dayton Capital Partners, LLC, evidenced by the signature of the authorized representative in the space provided below. This Agreement shall constitute a binding obligation between the parties and their successors and assignees to the extent the duties and obligations are assignable.

**Borrower Instructed to Obtain Professional Advice:** The borrower acknowledges they have been instructed to obtain professional advice for legal, tax or any financial planning purpose related to this agreement and the Borrower's loan.

**Time is of the Essence:** Time is of the essence for the performance of this Agreement.

**DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE READ AND UNDERSTAND IT. BOTH BORROWER AND LENDER ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.**

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date



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## Hard Money Fee Agreement

**Loan Commitment Fee** (Due once a lender is secured) \$499

**Broker Commission:** (Paid at closing) 2 points  
The minimum Broker Commission is \$2,000.

The broker may receive other compensation from the lender via discounts or rebates (most often, based on broker loan volume). This compensation has been earned by the broker, and will NOT increase the loan cost to the borrower.

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date