

## Delaware Broker Agreement

Date: \_\_\_\_\_ Loan #: \_\_\_\_\_  
Broker: \_\_\_\_\_ MIN: \_\_\_\_\_  
Broker Address: \_\_\_\_\_  
Broker Telephone Number: \_\_\_\_\_  
Mortgage Loan Originator: \_\_\_\_\_  
Loan Originator NMLS Number: \_\_\_\_\_  
Borrower(s): \_\_\_\_\_  
Borrower(s) Current Address: \_\_\_\_\_  
Borrower(s) Telephone Number: \_\_\_\_\_  
Property Address: \_\_\_\_\_

This Agreement is provided pursuant to Del. Code Ann. tit. 5, § 2113 and 5 Del. Admin. Code §§ 2102-1.2.7, 2103-6.0, 2104, & 2203-6.0. This Agreement shall remain in effect for 30 days.

1. The above-referenced Broker is not the lender.
2. The services the Broker shall perform for you, the Borrower(s), include (*check all that apply*):
  - Taking information from you and filling out your application.
  - Analyzing your income and debt to determine the maximum mortgage you can afford.
  - Collecting financial information and other related documents from you that are part of the application process.
  - Initiating and ordering verifications of employment and verifications of deposit(s).
  - Initiating and ordering requests for mortgage and other loan verifications.
  - Educating you in the home buying and/or financing process, advising you about the different types of loan products available and demonstrating how closing costs and monthly payments could vary under each product.
  - Assisting you in understanding and clearing any credit problems.
  - Initiating and ordering appraisal(s).
  - Initiating and ordering any inspections or engineering reports.
  - Maintaining regular contact with you, any realtors, and the lender between application and closing to appraise you and them of the status of the application and gathering any additional information as needed.
  - Ordering legal documents.
  - Determining whether the Property is located in a flood zone or ordering a service to determine the same.
  - Participating in the loan closing.
  - Other: **order flood certifications**
3. The Broker will be entitled to obtain or retain consideration from the party with whom the Broker contracts under the following circumstances:
  - You agree to pay compensation to the Broker for actual performance of the services disclosed above. Payment will be made from the proceeds of your loan, which will be disbursed to the broker at closing or following any applicable rescission period. Compensation may, if otherwise agreed to, be paid in whole or in part by the seller of the property (if applicable). If closing does not occur, then you agree to pay the compensation to the Broker within a reasonable period of time after determination is made that closing will not occur.
  - You also agree to pay to the Broker any costs which the Broker will pay to third parties for services provided in connection with your loan (*e.g.* appraisals, credit reports, *etc.*), which fees are set forth below and are also disclosed in your Loan Estimate. If you withdraw your application, have made material misrepresentations on it, or have failed to provide any necessary documentation for processing and/or closing your loan, you are not entitled to a refund of any costs paid by you. Any amounts collected in excess of actual charges will be refunded to you.
4. The estimated total cost of the Broker's services will be \$ \_\_\_\_\_ . In no event shall the cost of these services exceed the amount disclosed in this agreement.

