## **Delaware Broker Agreement**

Loan #:

MIN:

Broker:
Broker Address:
Broker Telephone Number:
Mortgage Loan Originator:
Loan Originator NMLS Number:
Borrower(s):
Borrower(s) Current Address:
Borrower(s) Telephone Number:

Property Address:

Date:

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 \$ amount disclosed in this agreement.

. In no event shall the cost of these services exceed the

2583.42 Page 1 of 2

5. The following fees may be charged in connection with your loan. Fees charged prior to closing must be paid at the time specified (unless otherwise instructed) and may be collected by the Broker:

Broker Compensation	1	
Description of Fee	<b>Amount</b> \$	Time of Payment Closing
Other Fees		
Description of Fee	Amount	<b>Time of Payment</b>
Appraisal fee	\$	Closing
Credit report	<del></del> \$	Closing
Flood certification	<u> </u>	Closing
Underwriting Fees	<u> </u>	Closing
\$ Per Diem Interest for days from to	\$	Closing
UPFRONT MIP	<u> </u>	Closing
Homeowner's insurance months @ \$ per month	<u> </u>	Closing
Property taxes months @ \$ per month	<u> </u>	Closing
Lender's title insurance	<u> </u>	Closing
Title - Attorney Fee	<u> </u>	Closing
Title - Closing Coordination Fee	<u> </u>	Closing
Title - Closing Protection Letter	\$	Closing
Title - E-Docs/E-Record/RecSvc Fee	<del></del> \$	Closing
Title - Title Cert/Opinion Fee	\$	Closing
Title - Title Endorsements		Closing

6. Except for the following, all of the fees specified above are non-refundable, unless applicable law or this agreement provides otherwise:

Closing

Releases \$

- Appraisal Fee If an appraisal is conducted on your property, a deposit will be obtained and will be applied toward the total cost of the appraisal, which may exceed the amount of the deposit. The deposit is refundable only if the loan is denied or withdrawn prior to the ordering of an appraisal.
- Credit Report Fee The deposit will be applied toward the total cost of the credit report, which may exceed the amount of the deposit. The deposit is refundable only if the loan is denied or withdrawn prior to the Broker ordering the credit report.
- 7. You may be entitled to a refund of certain monies paid to the Broker if you exercise your right to rescind under the Federal Truth in Lending Act, as amended, and the regulations thereunder. 3 DE Reg. 653 (11/01/99), 17 DE Reg. 994 (04/01/14), 18 DE Reg. 472 (12/01/14)

- BORROWER	-	-	DATE	-
- BORROWER	-	-	DATE	-
Broker:				
- BROKER -		-	DATE	-

Mortgage \$

3583.42 Page 2 of 2