



**BROKER REFERRAL FEE CONTRACT**

Date:  
Borrower (s) Name:  
Name of Brokers Company:  
Broker Office Address:  
Contact Name: Referring Broker:  
Cell Phone: Office: Email:

REFERRING BROKER DOES HEREBY ASSIGN ALL OF THE RIGHTS, TITLE, AND INTEREST IN THE ABOVE MORTGAGE LOAN TRANSACTION, INCLUDING BUT NOT LIMITED TO THE FOLLOWING DOCUMENTS IN THE FILE TO: INBANET COMMERCIAL LENDER AKA INBANET, AND/OR ITS ASSIGNEE. 8141 EAST 2<sup>ND</sup> STREET SUITE 347 DOWNEY, CA 90241

**Referring Broker total and final referral fee/compensation**  
**Broker Fee: 25% origination points minus \$250 for E & O Insurance - no processing fee.**

Inbanet Commercial Lender (“hereinafter INBANET”) has entered into an Agreement with the above mentioned company (hereinafter Referring Broker”). Inbanet Commercial Lender takes full responsibility to execute the above contract between the parties mentioned herein, if the above transaction is executed / closed successfully. INBANET shall not negotiate and/or give any exceptions to the following conditions, restrictions and provisions: (1) INBANET shall have the irrevocable and exclusive right to negotiate and/or set pricing on all loans without exceptions and/or exclusions and shall not require Broker consultation, approval and/or confirmation. (2a) No other compensation and/or referral fee (s) and/or monies other than stated herein shall be paid to the Broker in connection with said loan with INBANET and/or the borrower (s) in and/or outside of escrow and/or prior to closing and/or after the closing of said escrow. (2b)Referral fee disbursements are paid by INBANET accounting department and shall be the only qualified party to pay all referral fees(s) with (no exceptions and/or exclusions) as agreed referral fee(s) are paid direct to the referring broker by INBANET after said loan and escrow have closed successfully. (3) INBANET reserves the right to third party communication person to person and/or via phone, fax, e-mail, etc. but is not limited to the parties herein. (4) Broker acknowledges and agrees to use due diligence in explaining the loan documents in detail and/or providing information and/or copy of all docs to the borrower(s) and shall include all loan fees and/or loan program features. (5) Broker further agrees to hold INBANET harmless of all liability regarding the borrower(s) compensation of all loan documents, fees, program features and/or disapproval of said loan and/or disputes resulting in monetary settlements and/or all other judgments. (6) It is the sole responsibility and duty of the Broker, Realtor, and/or Real Estate Advisor receiving a referral fee for services, to satisfy the borrower(s) questions and/or concerns regarding the loan documents, fee (s) and /or loan program features, but is not limited to these services. (7) The Broker shall immediately notify INBANET in writing of changes to the loan package regarding the borrower(s) credit worthiness and/or financials and/or subject property’s condition and/or changes requested by borrower(s) and shall not be limited to these file modifications. (8) INBANET shall be the Lender of Record and the office referring the loan shall be the Broker. (9) the broker shall hold INBANET harmless of liability regarding all funds (“up-front fee(s)”) collected by the Broker and/or any third party associated with said loan. (10) The Broker shall assume all liability and responsibility for all funds (“up-front fee(s)”) collected by the Broker associated with said loan and paid by the borrower(s). (11a) INBANET reserves the right to change the referral fee in order to close said loan. (11b) The fee modifications shall include, but not limited to the following loan changes, underwriting guidelines, borrower (s) credit (lower FICO score) and/or financials, subject property’s condition, appraised value, appraisal review, Insurance, LTV loan program, loan amount additional lender fees, pre-payment penalty and rate buy down, DSCR loan index and margin, rate and term, and/or shortages in escrow to close. (11c) INBANET reserves and shall have irrevocable right to receive promotional bonuses and or yield spread premium by any of our investors, over an above all loan fees in the good faith estimate agreed and endorsed by the borrower (s). (12a) The Broker agrees not to submit loan with borrower(s) and/or subject property(s) Falsification, Modification, Misrepresentation, Omissions and/or Fraud data. (12b) The Broker acknowledges INBANET zero tolerance on Fraud and Broker agrees not to commit fraud against the borrower(s) and/or INBANET. (13) The referral fee is contingent upon the processing and underwriting of said original loan package received by INBANET to remaining the same as the proposal good faith estimate endorsed, agreed and approved by the borrow(s). (14a) INBANET Broker Agreement Broker to Broker and the following documents are required prior to closing of said loan by INBANET in order to pay a referral fee; Copy of Broker Real Estate License, W-9 Tax Form, Broker Application, INBANET to Broker contract, Good Faith Estimate and all loan conditions. (14b) Broker agrees and shall assume all liabilities and acknowledges loan documents and other INBANET forms are time sensitive. (15a) INBANET shall require all ORIGINAL DOCUMENTATION WITH ORIGINAL LIVE SIGNATURES, COMPLETED AND ENDORSED by the Broker and borrower(s) adhere applicable in the time frame set forth herein. (15b) INBANET acceptance of fax copies is only for the purposes of continuing the loan process. (16) The broker is not authorized to altar and/or modified INBANET Agreement(s) and/or other documentation. (17) INBANET to Broker contract includes a Broker Release Clause whereas if by no fault by INBANET, the Broker services are released by the borrower(s) and a letter terminating the broker representation agreement “written and/or verbal” is submitted to INBANET by the borrower(s), INBANET shall have the exclusive and irrevocable right to proceed with the loan processing, underwriting, referring broker shall be entitled to their earned referral fee. (18) The Broker acknowledges and agrees with INBANET Broker Agreement and INBANET to Broker contract conditions provisions and/or restrictions. (19) The Broker acknowledges reading comprehending, reviewing, receiving a copy of this covenant document and INBANET complete Broker package.

X \_\_\_\_\_  
Victor Chavez, Broker

X \_\_\_\_\_  
Referring Office-President Signature and/or Broker

X \_\_\_\_\_  
Referring Office –