

Name of Mortgage Broker  
Address of Mortgage Broker  
Customer Name  
Property Address

## **ARIZONA MORTGAGE BROKER AGREEMENT**

In this Agreement, "I/We/us" refers to the Mortgage Broker; "You/your" refers to the customer or applicant.

**SECTION 1. NATURE OF RELATIONSHIP.** In connection with this mortgage loan:

- The Mortgage Broker may act as an independent contractor and not as your agent. Communicate any uncertainties you may have about the nature of your relationship to your Mortgage Broker.
- The Mortgage Broker has entered into a separate independent contractor agreement with at least one lender.
- While the Mortgage Broker seeks to assist you in meeting your financial needs, it does not distribute the products of all lenders or investors in the market and cannot guarantee the lowest price or the best terms available in the market.

**SECTION 2. OUR COMPENSATION.** The lenders whose loan products are distributed by the Mortgage Broker generally provide their loan products to the Mortgage Broker at a wholesale rate.

- The retail price a Mortgage Broker offers you---your interest rate, total points and fees---will include the Mortgage Broker's compensation.
- The lender will pay the Mortgage Broker all of its compensation. The Mortgage Broker may also be paid by the lender based on (i) the value of the Mortgage Loan or the related servicing rights in the market place or (ii) other services, goods, or facilities performed or provided by the Mortgage Broker to the lender.
- A brokerage fee of \$ 250.00 will be paid directly by your lender to the Mortgage Broker and you will not need to pay this out of your own funds. This amount may change prior to your loan closing in which event the Mortgage Broker will redisclose this amount to you.

## **SECTION 3. COPY OF MORTGAGE BROKER AGREEMENT AND OTHER DISCLOSURES**

I/we will provide you with a signed copy of this Mortgage Broker Agreement as well as any other documents that are incorporated into this Mortgage Broker Agreement.

## **SECTION 4. ADDITIONAL DISCLOSURES REQUIRED BY ARIZONA LAW**

Additional disclosures required by Arizona law:

1. A non-refundable fee in the amount of \$ 350.00 will be collected from you. The fee you will pay is remitted to the lender and covers the costs associated with processing your loan application including obtaining and reviewing information needed to finalize your loan application. This fee will be applied to your closing costs at closing. If your loan application is declined, all funds except \$ 350.00 will be returned to you. All other fees will be retained by the lender to cover actual costs incurred. If you cancel your loan application, any fees paid upfront are non-refundable.

If you chose to "lock-in" or "protect your rate," a fee may be collected by the Mortgage Broker and remitted to the lender as disclosed in the lender's "Interest Rate Commitment Agreement."

2. As required by the federal Real Estate Settlement Procedures Act (RESPA), a Good Faith Estimate will be provided with this agreement which provides an itemized list of all of the estimated costs of obtaining a mortgage loan.

By signing below, customer(s) acknowledge receipt of a copy of this signed Agreement and accepts the terms and conditions outlined in this Agreement.

\_\_\_\_\_  
Customer name                      Date

\_\_\_\_\_  
Customer name                      Date

\_\_\_\_\_  
Customer name                      Date

\_\_\_\_\_  
Customer name                      Date

\_\_\_\_\_  
Mortgage Broker name              Date