



WYOMING

## MORTGAGE LOAN BROKERAGE AGREEMENT

*Pursuant to Wyoming Stat Ann. §40-23-114*

Borrower(s):

Date:

Loan Number:

Property Address:

Mortgage Broker:

License #:

NMLS ID #:

Loan Originator:

License #:

NMLS ID #:

**Notice to Prospective Borrower(s):** Do not sign this agreement before you read it. **YOU MUST SIGN AND RETURN THIS DOCUMENT TO US PRIOR TO YOUR LOAN CLOSING.** You are entitled to a copy of this agreement. The Broker is acting in a mortgage brokerage capacity, and will provide, at least, the following services in assisting you in securing real estate financing:

- \* Mortgage program explanations and pre-qualification
- \* Collecting financial information
- \* Coordination of closing, as appropriate
- \* Working with the title company on imperfections
- \* Application completion assistance
- \* Loan Approval/acceptance coordination
- \* Appraisal ordering/coordination

Signing this Agreement does not constitute a mortgage loan approval. In this Agreement, the broker indicated above is referred to as the "Broker", the entity which may provide the mortgage loan approval and funds for the mortgage is referred to as the "Lender", and you are referred to as "you" or the "Prospective Borrower".

The Broker is acting as your agent in providing the services indicated above. In this capacity as your agent, we will meet our fiduciary responsibility of providing the utmost care, honesty and loyalty, including but not limited to, providing you full disclosure of all material facts during the process of assisting in obtaining financing for your mortgage needs.

The Broker does not require any fees from you in advance of the closing that are paid to us. The only advance fees that may be collected are paid to third party providers of services required during the processing of your loan request. The possible fees you may pay in advance include, but are limited to; appraisal fees, Homeowner Association fees for completion of required documents on a condominium, etc. Once these fees have been paid and the third party provider has performed the service the fees are non-refundable.

If the Broker makes a materially false or misleading statement or omission in regard to the services performed under this agreement, in addition to seeking legal rights or remedies, and upon written notice, you are able to: 1) rescind this brokerage agreement, 2) recover fees paid for brokerage services, 3) recover actual costs, including attorney fees, for the enforcement of your rights.



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You understand that the Broker arranges loans from a Lender and gets paid by the Lender OR you at the time of the loan closing. In consideration of the Broker's provision of services, you agree to pay the following compensation to the Broker:

Administrative Fee:	\$ _____	Rate Lock Fee:	\$ _____
Application Fee:	\$ _____	Discount Fee:	\$ _____
Commitment Fee:	\$ _____	Other Fees:	\$ _____
Origination Fee:	\$ _____ or _____		% of the loan amount
Broker Fee:	\$ _____ or _____		% of the loan amount

In lieu of payment of compensation directly by you to the mortgage broker, you acknowledge that the Lender may pay the Broker up to \$ \_\_\_\_\_ or \_\_\_\_\_% of the loan amount which is not directly paid by you.

We will provide you with a Loan Estimate of the fees to be collected, attached as part of this agreement, including a credit report fee, property appraisal fee or any other third party fee. The terms and conditions for obtaining a refund of any fees or arranging for the transfer of third party service work products to another mortgage lender or mortgage broker, if any are as follows:

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The amount of any fees collected in excess of the actual cost must be returned within sixty (60) days after rejection, withdrawal of an application or closing of the loan.

By signing this agreement you acknowledge and agree that you are authorizing:

- 1) the Broker to process your loan request for the purpose of obtaining real estate financing;
- 2) the Broker to transmit a copy of this agreement to the prospective Lender;
- 3) the Lender to deduct the Broker's fee from the loan proceeds, if applicable, at the time of closing and to pay the Broker directly at such time;
- 4) the Broker to release any and all necessary documents and information to the prospective Lender for the purpose of procuring your mortgage loan; and
- 5) the release of any information to the Real Estate Broker relating to the disposition and status of your mortgage application, if applicable.

You should be aware that you have a right: to shop for the best loan for you and compare the charges of different mortgage brokers and lenders; to ask questions about charges and loan terms that you do not understand; and, to ask for an estimate of all loan and settlement charges before you agree to the loan and pay any fees.

It is understood that the Broker works on a best effort basis and cannot make mortgage loans or issue loan commitments in the Broker's name. We cannot guarantee acceptance into any particular mortgage program or promise any specific mortgage loan terms or conditions. This agreement will be construed in accordance with and governed by the laws of your state without giving effect to choice of law rules. It is agreed that the Prospective Borrower(s) fully understands this agreement and has complete authority to execute the same.

**ACKNOWLEDGEMENT**

I/We have read the above document and acknowledge receiving a copy by signing below.

_____	_____	_____	_____
Borrower	Date	Co-Borrower	Date
_____	_____	_____	_____
Co-Borrower	Date	Co-Borrower	Date
_____	_____	_____	_____
Broker's Authorized Signature	Date	License No.	

*Within 3 business days of a borrower signing a completed mortgage loan application and before the borrower provides any consideration to the licensee, the mortgage broker must execute and deliver to the borrower a mortgage brokerage agreement.*

**NOTICE:** Ellie Mae provides this material to facilitate the identification of state-specific documentation necessary to a mortgage loan transaction. This does not constitute legal advice or counsel and no license is hereby granted for its replication or dissemination. Contact Ellie Mae for licensing information.

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