

## Broker Information

### Company Information

Company Name: \_\_\_\_\_

DBA: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Business Type:  Sole Proprietorship  Partnership  Corporation Date Established: \_\_\_\_\_

Number of Employees: \_\_\_\_\_ Broker of Record: \_\_\_\_\_

State(s) licensed to do business. **Attach all applicable license(s):** \_\_\_\_\_

Manager / Owner name(s):	Title:	% Ownership:
_____	_____	_____
_____	_____	_____
_____	_____	_____

Tax ID or Social Security Number: \_\_\_\_\_

### Branches Associated with Above License(s)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### List of Loan Officers and Processors:

Please attach a separate page with the following information:

Name	Title	Email	Mailing address
_____	_____	_____	_____
_____	_____	_____	_____

### Information Release Authorization

The undersigned individual(s) and/or Company hereby authorizes the release to Bismark Mortgage Company any information for the confidential use in compiling a business and/or personal credit file. This includes authorization to obtain personal and/or business credit reports.

X \_\_\_\_\_  
Signature/Title Social Security Number Date

X \_\_\_\_\_  
Signature/Title Social Security Number Date

## Mortgage Broker Agreement

This agreement is entered into on the date set out below, between **Bismark Mortgage Company, LLC, (BMC)** and \_\_\_\_\_, (Broker).

1. Broker is an entity duly organized, validly existing and in good standing under appropriate state laws, and has full power and authority to own property and carry on its business as it is now being conducted, and is duly qualified to transact business as a foreign entity in all jurisdictions where such qualification is required.
2. Broker has the requisite authority and capacity to enter into this agreement. Broker's compliance with terms and conditions of this agreement will not violate any provisions of Broker's Articles Of Incorporation, its Bylaws or any other instrument relating to the conduct of its business, or any other agreement whatsoever to which it may be a party.
3. Broker has all necessary federal, state and/or local licenses, permits, authorizations and/or approvals required to conduct business as it is presently being conducted and to perform its obligation under the terms of this agreement.
4. Broker shall be responsible for the misfeasance, malfeasance and/or nonfeasance of its employees and/or agents.
5. Broker intends from time to time to offer BMC mortgage loans that it has originated.
6. The following are terms under which BMC will underwrite and close approved loans from applications offered by Broker;
  - 6.1 Broker warrants that any loan it submits to BMC for approval will contain accurate information and will be in compliance with all applicable federal, state and local statutes, ordinances and regulations including, but not limited to, the Real Estate Settlement Procedures Act, the Equal Credit Opportunity Act, the Truth in Lending Act, the Fair Credit Reporting Act and the Flood Disaster Protection Act.
  - 6.2 Broker warrants that in submitting applications to BMC it is in full compliance with all pertinent rules and regulations of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation and such other requirements as BMC may determine necessary in the course of business.
  - 6.3 Broker understands that all loans submitted to BMC pursuant to this agreement will be underwritten in accordance with BMC's then current rules and that BMC will approve or decline loan applications in accordance with its own underwriting policies. BMC alone, in its sole discretion, shall make underwriting determinations.
  - 6.4 Upon submission of a file to BMC, Broker thereby assigns all right, title and interest in the file to BMC with the exception of the right to Broker's origination fee and the file becomes the property of BMC. BMC will close approved loans in its own name.
  - 6.5 Broker understands that BMC routinely conducts quality control and verbal audits to re-verify documentation and appraisals submitted by Broker. Broker understands that any discrepancies found by BMC during quality control and/or verbal audits are grounds for immediate cancellation of this agreement.
  - 6.6 This agreement may be canceled by either party and such cancellation shall be effective immediately.
7. The entire agreement between the parties is contained herein. Any further agreement or modification of this agreement shall be in writing.
8. The date of any notice sent shall be the date mailed to the addresses appearing on this agreement or such other address as shall be designated in writing at some future date.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ .

Bismark Mortgage Company, LLC

\_\_\_\_\_, by  
Company Name

\_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Signature/Title

Bismark Mortgage Company  
10500 NE 8th St., Suite 700  
Bellevue, WA 98004

Street Address: \_\_\_\_\_  
City, State. Zip: \_\_\_\_\_