



Broker Company: _____

Please use this checklist to ensure we receive all necessary documents to provide your company a prompt approval.

1. _____ Broker Application – complete and signed.
2. _____ Credit Bureau report for all principals/owners, aged no more than six months.
3. _____ Broker Agreement – complete, each page initialed, and signed by an authorized party.
4. _____ Resolution – complete and signed (not necessary for sole proprietors).
5. _____ Resumes for all principals, officers and managers.
6. _____ Broker / Lender licenses – current; including all company and individual licenses.
7. _____ Copy of all Government approvals (FHA / VA).
8. _____ Copy of valid state registrations for all states where business is conducted.
9. _____ Financial Statements – Balance Sheet and P&L (most recent year-end and interim).
10. _____ Fax / Email Consent Form.

Please note: All net branch offices require a valid license for each location, a resume for the principal broker and a valid email address.

Please return completed Broker Application package to:

Hayhurst Mortgage, Inc.
6520 Harney Road
Tampa, FL 33610
813-425-7040

Attn: _____
(please identify your Hayhurst Account Executive)

Licensing

Circle the states in which you originate mortgage loans

AK	CO	HI	KS	ME	MT	NJ	OK	SD	VT
AL	CT	IA	KY	MI	NC	NM	OR	TN	WA
AR	DE	ID	LA	MN	ND	NV	PA	TX	WV
AZ	FL	IL	MA	MO	NE	NY	RI	UT	WI
CA	GA	IN	MD	MS	NH	OH	SC	VA	WY

DIST. OF COLUMBIA

Branch Addresses (If applicable)

Company: _____

Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: (_____) _____ Fax: (_____) _____

Company: _____

Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: (_____) _____ Fax: (_____) _____

Company: _____

Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: (_____) _____ Fax: (_____) _____

Company: _____

Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: (_____) _____ Fax: (_____) _____

General Certifications (To be signed by ALL principals)

I/We certify that all information above is correct. Each of the individuals signing below authorizes Hayhurst Mortgage, Inc. to obtain a credit bureau report, verify references and resume information of the individual. I/We authorize the acceptance of faxed signatures in order to have our company approved to submit mortgage loan packages to Hayhurst Mortgage, Inc.

Original Signature

Date

Social Security

_____	_____	_____
_____	_____	_____
_____	_____	_____

**RESOLUTION OF THE
BOARD OF DIRECTORS/MANAGERS/MEMBERS/PARTNERS OF**

(company name)

At a Meeting or by unanimous written consent of the Board of Directors / Managers / Members / Partners of (company name) _____,
dated _____, the following Resolution was adopted:

"BE IT RESOLVED that (principal's name) _____,
(title) _____ of (company name) _____
be and is hereby authorized on behalf of (company name) _____
to apply with Hayhurst Mortgage, Inc. for approval as a mortgage broker in its mortgage broker program,
and to execute any and all other instruments and documents necessary to properly effectuate the
purpose of obtaining said approval."

ATTEST: _____
Print Name

ATTEST: _____
Print Name

SIGNATURE OF OFFICER

SECRETARY

(Affix Corporate Seal)

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of a resolution adopted by the Board of Directors / Managers / Members / Partners at a Meeting or by unanimous written consent dated _____.

Signed at (address) _____

SECRETARY



Hayhurst Mortgage, Inc.

Important Information

***Loan Fees:**

1 st Mortgage	\$995.00
2nd Mortgage (when closing simultaneously with 1 st lien)	\$425.00
Stand Alone 2nd Mortgage / HELOC	\$995.00

*Includes Underwriting, Doc Prep, Flood Cert, & Processing Fee

Mortgagee Clause (HOI, Title, CPL):

**Hayhurst Mortgage, Inc., ISAOA
3831 Grand Avenue
Coconut Grove, FL 33133**

FAX AND EMAIL CONSENT FORM

The undersigned hereby authorizes Hayhurst Mortgage, Inc. to fax and/or email any and all materials or communications to the FAX number(s) and email address(es) indicated below. I further certify that I have signed this form in an authorized capacity on behalf of the entity named below.

The undersigned also hereby specifically authorizes Hayhurst Mortgage, Inc. to send marketing materials and communications of any kind to the named entity via email or any other delivery medium notwithstanding any State or Federal "Do Not Contact" or similar laws respecting unauthorized communications.

Entity (company) Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Name of person authorized to provide consent: _____

Signature: _____ Title: _____

Date: _____ Contact #: _____

Authorized Fax Number(s):

Authorized Email Address(es):



Hayhurst Mortgage, Inc.

BROKER AGREEMENT

This Non-Exclusive Brokerage Agreement (“Agreement”) is entered into this ____ day of _____, 20____, by and between *Hayhurst Mortgage, Inc.* (hereinafter referred to as “Hayhurst”) and _____ (hereinafter referred to as “Broker”).

RECITALS

Broker is engaged in the activity of packaging loan applications for submission to Hayhurst to fund in accordance with Hayhurst programs in effect at the time of submission. Hayhurst is engaged in the activity of making residential home mortgage loans.

NOW, THEREFORE, upon consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. SUBMISSION OF MORTGAGE LOAN APPLICATIONS:

During the term of this Agreement, Broker shall be entitled to present mortgage loan application packages (“Mortgage Loan Application(s)”) to Hayhurst for review, subject to the terms and conditions stated herein and according to Hayhurst programs, which may be revised or amended. Hayhurst, at its sole discretion, may review, accept, close and fund, or purchase Mortgage Loan Applications acceptable to it in accordance with the terms and conditions hereof.

2. REPRESENTATIONS AND WARRANTIES UPON PRESENTATION: Broker represents, warrants, and covenants the following for every Mortgage Loan Application submitted to Hayhurst:

- a. Each Mortgage Loan Application is complete, true, and accurate and complies with all of Hayhurst requirements, conditions, and procedures;
- b. All documentation submitted in connection with any Mortgage Loan Application, regardless of source, conforms to all applicable local, state, and federal laws, including but not limited to the Real Estate Settlement Procedures Act, the Equal Credit Opportunity Act, the Flood Disaster Protection Act, and the Truth-in-Lending Act;
- c. Each Mortgage Loan Application complies with all applicable state, federal, and local disclosure requirements, including but not limited to delivery of: 1) a complete and accurate Good Faith Estimate of Settlement Costs (“GFE”) delineating all fees charged to borrower(s) by Broker and Hayhurst and any Indirect Broker Compensation (“IBC”) paid to Broker by Hayhurst; 2) a Truth-in-Lending Disclosure accurately reflecting all required information and based upon the appropriate fees disclosed in the GFE; 3) a Guide to Settlement Costs booklet; 4) an appropriate ARM Program Disclosure, if applicable; and 5) a Privacy Notice under the Gramm-Leach-Bliley Act (“GLB Act”);
- d. None of the Mortgage Loan Applications delivered by Broker are classified as “high cost” loans under the Home Ownership and Equity Protection Act of 1994;
- e. Broker has performed the services listed on Hayhurst’s Broker Acknowledgement of Services for each Mortgage Loan Application and is entitled to compensation for services and/or facilities provided;
- f. Each document delivered by Broker as part of the Mortgage Loan Application has been prepared, executed, copied, and/or delivered, as required by law;
- g. Each document delivered by Broker as part of the Mortgage Loan Application is complete, accurate, and consistent; contains no misleading information; and provides all material adverse information;
- h. Each document has been reviewed by Broker and is deemed genuine, correct, and accurate, it does not contain fraud, material misrepresentation, or any material omission;
- i. Broker has complied with all requirements under GLB Act, including its consent and security provisions for each Mortgage Loan Application;
- j. Broker acknowledges its responsibility to satisfy any and all conditions for approval or closing of Mortgage Loans, and Broker shall cooperate with Hayhurst until all such conditions are fully satisfied;
- k. Broker acknowledges that liability under this Agreement cannot be delegated or assigned to any other party, such as a title company, agent, or borrower;
- l. Broker shall promptly and accurately respond to any Hayhurst audit finding, regardless of when the request is made.
- m. To the best of Broker’s knowledge, each Mortgage Loan Application has no pending or contemplated subordinate financing in connection with the subject property, including equity lines, that is not fully disclosed to Hayhurst within the Mortgage Loan Application;
- n. For each Mortgage Loan Application, Broker shall promptly notify Hayhurst upon the discovery of any undisclosed pending or contemplated subordinate financing, regardless of when this fact is discovered;
- o. Broker shall promptly notify Hayhurst upon the discovery of any breach of representation, covenant, or warranty contained herein, regardless of when the breach is discovered;
- p. With respect to each Mortgage Loan Application, Broker is fully responsible for providing and/or producing follow-up documentation and for its timely delivery to Hayhurst;
- q. Broker represents that in accordance with the laws of each of the states identified in Section 12 hereof, Broker, along with each of its employees, 1) is in good standing; 2) is duly licensed, as applicable, to perform its obligations hereunder; 3) will, during the term hereof, maintain such licenses; and 4) if not a natural person, is a corporation, LLC, or partnership duly organized, validly existing, and in good standing;
- r. Broker’s execution, delivery, obligation, and/or performance under this Agreement will not violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination, or award presently applicable to the Broker or its articles of incorporation or formation, by-laws or charters, and/or operating or partnership agreements;
- s. This Agreement constitutes a legally valid, binding, and enforceable obligation of the Broker;
- t. To the best of Broker’s knowledge, there are no material actions, suits, or proceedings pending or threatened against

Broker before any court or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, which would have a material adverse effect on the Broker's financial condition, operations, or legal or license status; and

- u. Broker shall immediately report to Hayhurst any change in its ownership, senior management, or financial condition that might impair Broker's ability to operate, which may cause Hayhurst, at its sole discretion, to require re-approval of Broker or terminate this Agreement according to the provisions contained herein.

3. **NO AGENCY:**

Broker acknowledges and agrees that nothing in this Agreement or in the actual or contemplated relationship between Broker and Hayhurst authorizes Broker to act in any way as the agent, partner, joint venturer, employee, or representative of Hayhurst. Hayhurst funding of any Mortgage Loan Application shall not be construed to mean that Hayhurst has authorized or ratified any action of Broker. Hayhurst and Broker acknowledge that Broker is an independent contractor. Broker shall have no authority to bind, obligate, or commit Hayhurst by virtue of any promise or representation unless specifically authorized by Hayhurst in writing relative to a particular transaction.

4. **INDEMNIFICATION:**

In connection with the covenants, obligations, representations, warranties, terms, and conditions to be performed and complied with by Broker pursuant to this Agreement, and in connection with any Mortgage Loan Application submitted by Broker to Hayhurst, and notwithstanding any review made by Hayhurst, the Broker hereby agrees to indemnify Hayhurst and its owners, directors, officers, employees, and successors and assigns from and against all losses, liens, damages, judgements, administrative orders, fines, deficiencies, liabilities, penalties, claims, suits, actions, and expenses, including reasonable attorney's fees and court costs resulting from any breach or misrepresentation relating to any covenant, agreement, representation, warranty, term, or condition made by Broker, Broker's employees, and/or Broker's agent in this Agreement or in any documentation submitted to Hayhurst by Broker in connection with the submission of a Mortgage Loan Application, including but not limited to any action, suit, proceeding, claim, demand, judgment, cost, or expense incident thereto, including but not limited to, attorney's fees, costs, and accounting fees.

Without limiting the generality of the foregoing, Broker's agreement to indemnify shall extend to repurchase demands made to Broker by Hayhurst. Hayhurst willingness to accept indemnification in lieu of actual loan repurchase of a particular loan by Broker shall be at Hayhurst's sole and absolute discretion. Broker agrees to remit such amounts directly to Hayhurst in good funds within seven (7) days of Broker's receipt of such request.

5. **RIGHT TO AUDIT:**

Broker agrees to permit Hayhurst staff to conduct audits at any time of Broker's Mortgage Loan Applications submitted to Hayhurst under this Agreement. Hayhurst reserves the right to audit and verify by any alternative source all documentation submitted in conjunction with any Mortgage Loan Application, including but not limited to income documentation, credit reports, and appraisals. All rights under this subsection shall survive the Mortgage Loan Application's closing and/or the termination of this Agreement.

6. **NON-ASSIGNABILITY:**

Broker shall not assign its respective rights or delegate its respective obligations under this Agreement without the express written consent of Hayhurst.

7. **TERM:**

This Agreement is without expiration from the date of execution by Broker. Either party hereto may cancel this Agreement without cause upon written notification to the other 30 days prior to the effective date of such cancellation. Notwithstanding such termination, obligations hereunder shall survive the termination of this Agreement for all Mortgage Loan Applications delivered to Hayhurst, and the parties hereto agree to honor all of this Agreement's terms, conditions, covenants, warranties, and representations.

8. **RIGHT TO SPECIFIC PERFORMANCE:**

Broker acknowledges that in the event of Broker's insolvency, repudiation of this Agreement, or failure to perform any of Broker's commitments, money damages may not adequately compensate Hayhurst for its losses, and Hayhurst may be unable to effect or obtain adequate protection or coverage to satisfy its commitments. Accordingly, Broker agrees that Hayhurst shall be entitled to the right to replevin documents and the right of specific performance of loan commitments or any other available equitable remedy.

9. **FEES:**

Broker hereby agrees that Hayhurst shall have the right of setoff to collect delinquent monies owed to Hayhurst by Broker against any current monies due to Broker from either Hayhurst or any borrower relative to a subsequent closed Mortgage Loan Application. This right of setoff is not restricted to proceeds of any particular closed Mortgage Loan Application. Broker and Hayhurst both acknowledge that Hayhurst, in accordance with HUD requirements, will not allow the collection of or be obligated to finance any Broker fees that cannot be supported by corresponding compensable services.

10. **SUSPENDED / DECLINED LOANS:**

Broker acknowledges that suspended Mortgage Loan Applications will be canceled after 30 days if no response is received from Broker. Mortgage Loan Applications resubmitted after that time will be treated as a new loan submission. Resubmission of a declined Mortgage Loan Application will result in repricing of the loan at the current market rate.

11. **REPURCHASE:**

Broker agrees to repurchase any closed Mortgage Loan Application at the request of Hayhurst in the event Hayhurst determines that the Broker has committed fraud or misrepresentation with respect to any document representation, warranty, or other condition or term of this Agreement. Should Hayhurst demand and accept repayment, such repayment does NOT extinguish Broker's responsibilities hereunder relative to breach of any other provision of this Agreement, including the full repurchase of the loan for fraud and/or misrepresentation or the remedy of Broker indemnification.

Should a loan repurchase be necessary, Broker agrees to repurchase such closed Mortgage Loan Application(s) at par (100.00) plus applicable IBC, subject to any adjustments for escrows, loan payments made, and interest through the date of repurchase, and Broker shall make full payment of the loan repurchase amount to Hayhurst within 30 days of demand from Hayhurst.

12. **LOCATION:**

Broker agrees to present to Hayhurst only those Mortgage Loan Applications involving real property located in states in which the Broker is licensed to originate Mortgage Loan Applications.

13. **FACILITIES:**
 Broker acknowledges that Hayhurst has no responsibility or obligation to provide Broker with any personnel, materials, facilities, or equipment required by Broker to perform under this Agreement.
14. **BROKERAGE FEE:**
 Assuming no breach under this Agreement, upon disbursement of funds and recordation of the security instrument (as applicable) corresponding to any Mortgage Loan Application submitted by Broker, Broker shall be entitled to all properly disclosed, authorized, and earned fees, including IBC, less any adjustments pursuant to Section 9 above, as defined herein.
15. **NON-EXCLUSIVITY:** This Agreement shall be non-exclusive for both Hayhurst and the Broker.
16. **NON-SOLICITATION:**
 Broker acknowledges that all Mortgage Loans closed under this Agreement belong exclusively to Hayhurst. Broker further agrees that it will not solicit for refinance any Mortgage Loans closed by Hayhurst under this Agreement.
17. **RESTRICTIONS:**
 Broker agrees to comply in all respects with Hayhurst current lending policies, and Broker will not convey to any applicant any information that is inconsistent with those policies. Should this Agreement be terminated for any reason whatsoever, Broker will not divulge to anyone information regarding any past borrower or applicant(s) unless compelled by law. Broker further agrees that the relationship between Hayhurst and Broker is unique and that Broker agrees not to discuss any term or condition of this Agreement with any third party without express written consent of Hayhurst.
18. **GENERAL PROVISIONS:**
- a. Broker's repudiation, breach, or inability to perform any of its commitments shall be deemed a material default of this Agreement;
 - b. Hayhurst failure to enforce any provision hereof shall not be deemed a waiver of that provision or any other provision with respect to that particular transaction or any other transaction between Hayhurst and Broker;
 - c. No term or provision of this Agreement shall be altered or modified unless such modification is in writing, duly references this Agreement, and is signed by an authorized official of Hayhurst and Broker;
 - d. All communications given pursuant to the terms herein shall be delivered to the appropriate party at the address set forth below; and
 - e. The laws of the State of Florida shall govern this Agreement.
19. **AGREEMENT:**
 This Agreement supersedes all prior written or oral agreements between the parties hereto with respect to all Mortgage Loan Applications delivered to Hayhurst on or after the execution date of this Agreement. However, Mortgage Loan Applications delivered under any prior agreement shall be bound by that agreement and all its terms and conditions.
20. **HEADINGS:**
 The section headings and captions contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
21. **ATTORNEY'S FEES:**
 If either party to this Agreement brings any action, whether in suit, arbitration or otherwise, to enforce the terms of this Agreement, the prevailing party in such action shall be entitled to receive reasonable attorney's fees and court costs, including those incurred in appeal and bankruptcy proceedings, from the unsuccessful party in such action.

As of the date of this agreement, the undersigned authorized officers hereby bind Broker and Hayhurst by all terms and conditions of this Agreement. This Agreement and any properly executed Addendum(s) supersede all prior written or oral agreements between the parties hereto.

Hayhurst Mortgage, Inc.

Broker: _____

By: _____
 (Signature)

By: _____
 (Signature)

Title: _____

Title: _____

Date: _____

Date: _____

Address: 3831 Grand Avenue
 Coconut Grove, FL 33133

Address: _____

Phone: 813.425.7040

Phone: _____