



**Agreement for Broker and or Referring Party Services Agreement**

**Multifamily and Commercial Loans**

This agreement is entered into as of \_\_\_\_\_, 20\_\_\_\_ by and between Fidelity Bancorp Funding, Inc. ("FBF"), and \_\_\_\_\_ (Broker/Referring Party – "RP").

**RECITALS**

Whereas, RP is a duly licensed, based on location of the asset and class of asset, with all regulatory bodies and is engaged in the business of sourcing mortgage Loans on multifamily and commercial Loans for referral to lending institutions.

Whereas, FBF and RP wish to establish a non-exclusive relationship whereby RP will, from time to time, refer to FBF for consideration by FBF, multifamily and commercial Loans that meet the FBF program requirements for those mortgage Loans offered by FBF.

Whereas, RP agrees to submit such inquiries to FBF, and FBF agrees to consider and provide a Letter of Interest or Conditional Loan Approval, in accordance with and subject to the terms, conditions and warranties provided herein.

**Definitions**

Applicable Law – means without limitation, any federal, state or local law, rule, act, regulations as amended, including without limitation, Applicable Law for any government body or agency granting authority to refer and originate Loans and be compensated for such referral.

Applicant – means the person or persons who inquire or are solicited by RP that RP subsequently refers to FBF.

Loan – means any and all documents related to the inquiry and referral of properties consisting 5 units and above dwellings that consist of residential and or commercial units, and commercial properties including office buildings, strip centers, industrial, big box, mobile home parks, business owner user properties.



Now, therefor, in consideration of the mutual covenants made herein and for the other good and valuable consideration, the parties agree as follows:

**RP Responsibilities**

1. With respect to each request submitted or presented to FBF by RP for consideration RP shall furnish all pertinent info relating to the request including rent roll, lease roll, operating statements, leases, personal financial statements, Offering Memorandums, Executive Summaries, Purchase Agreements, and other real estate information and such additional information as FBF may require from time to time.
2. RP is responsible for the actions, error and omissions of RPs employees and or contractors relative to the information submitted.
3. RP shall immediately notify FBF of any information that has been presented that contains any false and or misleading information.
4. RP agrees to work timely and be responsive to any requests made by the assigned staff at FBF.
5. RP has no authority to obligate, bind, or commit FBF to any agreement for any purpose with FBFs prior written consent, and RP shall not represent or warrant to any Applicant that FBFs has approved, or will approve any request until FBF commits in writing.

**FBF Responsibilities**

1. FBF may initially issue a Letter of Interest or Conditional Loan Approval stating the rates, terms and conditions FBF will consider the request. This is not a commitment to lend and instead a letter stating an interest to consider the request.
2. If FBF, in its sole and absolute discretion, by itself or through its Correspondents, approves a Loan, an approval letter shall be issued setting forth the rates, terms and conditions.
3. FBF will coordinate and complete all necessary due diligence requirements on the inquiry including credit report, background check, OFAC, appraisal, appraisal review, Environmental Data Records report to determine merits of the request. Current appraisals ordered by a Bank will be considered for review, and a current Phase 1 can be considered and reviewed although ordered independently.
6. FBF will not rely on any documents provided by RP and instead FBF will complete its own investigations and due diligence.
7. RP hereby authorizes FBF to forward any and all documents via email addresses provided whether said documentation is or is not inquiry related, including but not limited to marketing material FBF deems relevant to the RPs representations and referral services.



### **Warranties and Representations of RP**

RP hereby warrants, represents and covenants to FBF that, with respect to itself, including any of its owners, directors, officers, employees, agents, independent contractors, licensees or other personnel originating Loans under the RPs license and or Applicable Law, as determined by location and asset class, the following are true and correct:

1. RP is and shall continue to be duly organized and validly existing entity and that it is in good standing under Applicable Law of the state of its organization.
2. RP shall notify FBF immediately if any license, registration, approval is not renewed, is suspended, terminated or cancelled for any reason or if RP fails to be in compliance with qualifications or licensing laws of any jurisdiction where it conducts business.
3. RP has the requisite power and authority to execute and deliver this Agreement, and RP will have done all acts necessary to approve the execution and delivery of this Agreement.
4. No consent, waiver or approval of any entity is or will be required in connection with the execution, delivery, performance, validity, or enforcement of this Agreement or any other agreement, instrument, or document to be executed or delivered in connection herewith or pursuant hereto.
5. RP has entered into an agreement with each Applicant if required by law and disclosed all information to Applicant required by law.
6. No funds have been advanced by RP in connection with the request.
7. RP has no ownership interest in the request.
8. To the best knowledge of the RP all funds advanced to pay for costs, fees and expenses, in connection with the request have come from the Applicant.
9. RP has not made any oral promises to Applicant other than those submitted by FBF to RP in writing.
10. RP may negotiate with and receive from Applicant a reasonable fee for its services, provided such fees are allowed by Applicable Law.
11. RP warrants that inquiry was not originated by anyone else and no one else shall be compensated on the request.
12. All representations and warranties made by RP with respect to the request are accurate, true and correct.



### **Indemnification**

1. RP hereby agrees to protect, indemnify, and hold FBF and its officers, directors, shareholders, agents, affiliates, representatives harmless from and against any and all losses, liabilities, claims counterclaims, demands, actions or proceedings, or any governmental body, agency, having jurisdiction pursuant to any law or the settlement or compromise of any of the foregoing relating to or in connection with RPs breach or alleged breach of any representation, warranty or covenant contained herein.
2. The obligations of RP are continuing and shall survive the termination of this Agreement.
3. The obligations herein bind RP to past Loans referred and closed, existing Loans being considered or in process, and future Loans to be considered.

### **Termination**

FBF and RP can terminate this agreement at any time with or without notice for any reason and notice shall be effective upon receipt. This termination shall not affect Loans in process or under consideration.

### **Relationship of Parties**

FBF and RP acknowledge and agree that at all times they are operating as independent parties. Nothing in this agreement shall constitute a partnership, or joint venture.

### **Non-Exclusive Arrangement**

This is a non-exclusive agreement and RP shall not be obligated to refer any to FBF.

### **Notices**

If to FBF

Fidelity Bancorp Funding

600 City Parkway West #20

Orange, CA 92868

Phone: 714-908-5100

Email – [Wsonsma@fbfLoans.com](mailto:Wsonsma@fbfLoans.com)



If to RP

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

Attention: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**Due Diligence and Information Related to RP**

RP acknowledges and agrees that any information obtained by FBF from RP may be provided to any of its affiliates, correspondents, etc. as permitted by this agreement and Applicable Law. RP expressly consents to the release of such information by RF to its affiliates and or correspondents.

**Notification of any Modifications and Amendment to Agreement**

FBF may modify and or amend the terms and conditions of this agreement from time to time and will notify RP within 10 days. FBF will post this Agreement on its website and changes thereto will be included therein and affect Loans in process and future Loans.

**Waiver**

No waiver of any provision of this agreement or the rights and obligations of the parties shall be effective unless in writing and signed by an authorized representative of the party waiving compliance.

**Severability**

If any term, clause or provision of this agreement shall be deemed invalid or unenforceable for any reason, the remainder of this agreement shall remain valid and enforceable.

**Entire Agreement**

This agreement is the final agreement and understanding of the parties.



IN WITNESS WHEREOF, the undersigned, by their respective signature, have executed this agreement as of the dated first written above.

Fidelity Bancorp Funding, Inc.

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FBF Signature

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Referring Party:

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Signature

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_