

# KANSAS LOAN BROKERAGE AGREEMENT

Loan Number:

Borrower(s):

Property Address:

Broker:

Loan Originator:

This disclosure is provided to pursuant to Kansas Stat. Ann. § 50-1015

You, the applicant(s), agree to enter into the Brokerage Agreement with Broker as an independent contractor to apply for a residential mortgage loan from a participating lender with which we from time to time contract upon such terms and conditions as you may request or a lender may require.

## SECTION I. NATURE OF RELATIONSHIP

In connection with this mortgage loan:

- We are acting as an independent contractor and not as your agent
- We will enter into separate independent contractor agreements with various lenders
- While we seek to assist you in meeting your financial needs, we do not distribute the products of all lenders or investors in the market and cannot guarantee the lowest price or best terms available in the market

## SECTION II. OUR COMPENSATION

- Your interest rate, points and fees offered to you by the lender may include our compensation
- Either you or the lender may pay us all of our compensation
- For example, in some cases, if you would rather pay a lower interest rate, you may pay higher up-front points and fees
- Alternatively, if you would rather pay less up-front, you may be able to accept a higher interest rate from the Lender as a means to finance the payment of our compensation or other costs that you would otherwise be required to pay directly, in which case, we would be paid directly by the Lender
- Broker is entitle to compensation at the settlement of your mortgage loan
- We also may be paid by the Lender based on services, goods or facilities performed or provided by us to the Lender.

## SECTION III. REFUND OF FEES

- All fees paid to third parties for services in connection with your loan are not refundable unless the third party service is not provided
- All fees, other than third party fees, will be refunded if the loan does not close by the termination of this agreement, unless the failure to close the loan is due solely to (i) your negligence; (ii) your refusal to accept and close the loan; or (iii) your refusal or inability to provide us with information necessary for processing the loan, including but not limited to, employment verifications and verifications of deposits.

**SECTION IV. TERMINATION OF THIS AGREEMENT**

This Agreement will continue in effect until the earliest of the following events:

- You obtain a loan
- Your loan application is denied
- You or we cancel this Agreement in writing
- We enter into a new Loan Brokerage Agreement superseding this one

**ACKNOWLEDGEMENT**

By signing below, I/we acknowledge I/we have read and understand all of the information disclosed above, and that I/we received a copy of this disclosure.

_____	_____
Borrower	Date
_____	_____
Borrower	Date
_____	_____
Borrower	Date
_____	_____
Borrower	Date