

**CL Mortgage Processing**  
**Loan Processing Agreement**  
~ Email to: [info@clmortgageprocessing.com](mailto:info@clmortgageprocessing.com) ~

This Loan Processing Agreement is made and entered into this date \_\_\_\_\_, by and between \_\_\_\_\_, a Loan Officer (hereinafter refer to as “**The LO**”) at \_\_\_\_\_ (Company Name) and CL Mortgage Processing, hereinafter referred to as “**CLMP.**”

WHEREAS CLMP has experience in processing mortgage loans and is interested in processing mortgage loans originated by The LO in accordance with the terms set forth below.

NOW, THEREFOR, the parties hereto agree as follows:

**Loan Processing** - The LO may, from time to time, submit loan applications it has originated to CLMP for loan processing. CLMP agrees to promptly and diligently process loan applications in compliance with all applicable laws and regulations.

**Duties of The LO** - The LO shall: (i) take a complete loan application (the “Application”) from the borrower (or “applicant”) including all documents and payment information for ordering services prior to submitting the completed application to CLMP for processing.

**Loan Processing Fees<sup>1</sup>** - By signing this agreement, including the following separate *Authorization Form - Attachment A* (as outlined in this document), The LO pledges to include the CLMP fee on all lender required fee confirmation forms, including all communication medium. The LO further pledges that in cases where the payment of third-party processing fees are restricted it will instruct the closing agent to deduct from the funds due to the LO, the fees due to CLMP, and will forward payment directly to CLMP, upon transaction close or upon loan funding. The LO is solely responsible for any cancellation fees resulted from work done by third parties i.e.; title, escrow, notaries, and appraisal management companies, etc.

**Disclosures** - CLMP assumes no liability for errors or omissions of third parties on loan applications or closing documentation.

**Indemnification** - The LO shall indemnify, defend and hold CLMP harmless from any and all claims, liability and costs arising out of, or in any way connected with The LO’s performance under this Agreement.

**Fees and Charges** – The following fees are subject to change with notice. Multiple submissions and resubmission fees may apply<sup>2</sup>.

<b><u>CLMP Fees (\$)</u></b>	<b><u>Loan Types</u></b>	<b><u>Abbreviations</u></b>	<b><u>Fees</u></b>
\$695	Stand-alone 2 <sup>nd</sup> Mortgages	Stand-Alone 2 <sup>nd</sup>	\$695
	HELOCs	HELOC	\$695
\$895	FHA Streamline Refinance	FHA Stream Refi	\$895
	VA IRRRL	VA IRRRL	\$895
	Conv Purchase/Refinance or HB/Jumbo up to \$1MM	Purch/Refi (<= \$1MM)	\$895
	FHA Cash Out Refinance	FHA Cash Out Refi	\$895

	VA Cash Out Refinance	VA Cash Out Refi	\$895
\$995 to \$1,095	Non-QM Purchase or Refinance	Non-QM Purch/Refi	\$995
	FHA Purchase	FHA Purch	\$995
	CalHFA Purchase	CalHFA Purch	\$1,095
	FHA 203K Home Improvement	FHA 203K Home Reno	\$1,095
	USDA Home Loan	USDA Home	\$1,095
\$1,195	Combo Loans - Conventional 1 <sup>st</sup> and 2 <sup>nd</sup>	Combos (1 <sup>st</sup> & 2 <sup>nd</sup> )	\$1,195
	Private or Hard Money	Hard Money	\$1,195
	Conv Purchase/Refinance or HB/Jumbo > \$1MM	Purch/Refi (> \$1MM)	\$1,195
\$1,395	Conv Purchase/Refinance or HB/Jumbo > \$2MM	Purch/Refi (> \$2MM)	\$1,395
\$1,595	Conv Purchase/Refinance or HB/Jumbo > \$2.5MM	Purch/Refi (> \$2.5MM)	\$1,595
	Construction Loans	Construction	\$1,595
	Commercial Loans (Specialty, Store Front, Assisted Living, etc.)	Commercial	\$1,595

<sup>1</sup>CLMP is ONLY paid on closed and funded files. CLMP will receive payment for loans by invoicing the escrow company—the processing fee is added to the closing statement as an additional line-item charge, similar to any 3<sup>rd</sup> party fee. Fees for loans that are received from the brokers proceeds, the title/escrow company is instructed to issue a separate check to CLMP (as outlined in Attachment “A”). <sup>2</sup>Multiple submissions and resubmissions are subject to an additional \$100 fee added to the fees chart listed above.

IN WITNESS WHEREOFF, The LO has entered into this agreement as of the date written herein below. By signing below, you certify that you are authorized to sign for The LO and agree to the aforementioned terms, as governed by the laws of the state of California.

Agreed, signed and executed on this date, \_\_\_\_\_, as governed by the laws of the State of California.

**The Loan Officer (LO):**

Signature: \_\_\_\_\_

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

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

**CLMP:**

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

**NOTE: If agreement is emailed/DocuSign (Electronically signed):** CLMP and The LO agree that this Agreement will be considered signed when the signature of the party is delivered by email/DocuSign transmission. Signature transmitted by email/DocuSign (electronic signature) shall have the same effect as original signatures.

## AUTHORIZATION FORM

### ATTACHMENT "A"

In the event a processing fee is not permitted to be listed on a settlement statement as third-party fee, I, \_\_\_\_\_ **(Your Name)** authorized agent for \_\_\_\_\_ **(The LO)**, authorize and instruct, any designated closing agent, that is authorized to disburse funds on any loan applications originated by myself, partners, employees, loan officers, or representatives of my company and pay CL Mortgage Processing directly for any submitted invoices for third party loan processing services.

I have dated this agreement and signed below to provide this authorization. This document will be accompanied by and invoice from CL Mortgage Processing with instructions designating the dollar amount and address where to send the check or account information for wire transaction.

This authorization and instructions are only limited to those loan applications "closed" or "funded" as those terms are generally known in the mortgage industry.

Agreed, signed and executed on this date, \_\_\_\_\_, as governed by the laws of the State of California.

#### **The Loan Officer (LO)**

Signature: \_\_\_\_\_

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

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

#### **CLMP:**

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_