



**BROKER APPLICATION:**

**I. General Information**

<b>Company's Legal Name as it Appears in NMLS:</b>		<b>NMLS ID:</b>					
<b>Company DBA, if any:</b>		<b>Admin Email:</b>					
<b>Physical Street Address:</b>		<b>City State and Zip Code:</b>					
<b>Phone:</b>	<b>Web Site URL:</b>	<b>Federal EIN Number:</b>					
<b>Date Company Formed/Incorporated:</b>		<b>State of Incorporation:</b>					
<b>State Licensing:</b> <i>Please check all the states that you are licensed in: CA. AZ. NV. TX. GA. FL CO. UT</i>							
CA	AZ	NV	TX	GA	FL	CO	UT
<b>Please Check All Products you would like approval for:</b>	<b>Conv</b>	<b>FHA</b>	<b>VA</b>	<b>USDA</b>	<b>Jumbo / Non-Agency</b>		
If you are approved with FHA or VA provide							
<b>FHA 10 digit ID:</b>				<b>VA ID:</b>			

**III. Processing and Broker Affiliates Required for User Set Up and Disclosures**

<b>How is applicant's processing completed?</b>	<b>In House?</b>	<b>Outsourced to 3<sup>rd</sup>. Party?</b>	<b>Both?</b>
<b>If processing is outsourced to a 3<sup>rd</sup>. party, complete:</b>	<b>Processing Company's Legal Name</b>		
	<b>Company's Address</b>		
	<b>Phone Number</b>		
	<b>NMLS</b>		

You are required to disclose to Renew Lending, all affiliate relationships. An affiliate is any company that controls, is controlled by, is under common control with another company, or has direct or indirect influence over the management or policies of the company. Such as Title, Escrow, Settlement Service Providers, Appraisal Companies, Real Estate Firms, Credit Reporting Agencies, and Brokerages. Please select one of the following:

**Yes** **No**  
 Applicants who select No attest to the fact that he or she is not associated with any affiliated companies.

**Applicants who select Yes - Please specify:**

**IV. Certifications: By Execution of this application, Broker/Principal certifies that:**

- 1. Each representation related to Broker or any owner of Broker in the Broker Agreement is true and correct.**
- 2. Except as disclosed to lender on a separate attachment, Applicant has in place each of the following:**
  - a. A policy in place for performing background checks on all its employees, compliant with Applicable Requirements.**
  - b. A compliant AML policy and training in accordance with the Bank Secrecy Act (altogether, "BSA/AML").**
  - c. A SAFE Act policy in place and procedures with training for its employees.**
  - d. A zero tolerance loan fraud policy in place. Applicant has read Loan Fraud Zero Tolerance Policy and understands position on "Loan Fraud." Loan Fraud Zero Tolerance**

**Authorization for Verification of Credit and Business References**

Broker and each of the undersigned persons hereby authorize Renew Lending to obtain references and similar background information to be used for evaluation of the Broker's eligibility to do business with Renew Lending. Such evaluation may include a credit bureau report or similar reports.

<b>Officer Name</b>	<b>Title</b>	<b>Phone</b>	<b>E mail</b>		

**Broker certifies that all information provided to Renew Lending in connection with this application is accurate and agrees to update Renew Lending in the event that any such information changes in any material respect.**

**Company's Legal Name:**

**Typed Name and Title of Authorized Officer:**

**Signature of Officer:**

**Date:**

**Email:**



# BROKER COMPENSATION AGREEMENT

Compensation Agreement Effective Date: \_\_\_\_\_ The Broker Compensation Agreement (“Agreement”) is in effect for all loan applications submitted on or after the date entered above until a change with a new Agreement is received and approved by the Client Administration department of Renew Lending Inc. (RL). For any change, you may submit a new Agreement no less than sixty (60) days from the last plan change.

Please send a completed Agreement to our Client Administration department at [wholesale@renewlending.com](mailto:wholesale@renewlending.com). Requests to change the current Lender Paid plan will go into effect on the later of the above Compensation Agreement Effective Date or the first business day after receipt and approval by Renew. COMPENSATION ELECTIONS RL is currently offering the below for Lender Paid compensation plans. Please select a compensation plan best suited for your business. Consider your overhead costs and other compensation factors when selecting the appropriate plan.

1) Please select from one of the available compensation percentages:  
◆ 1.00 ◆ %1.25 ◆ %1.50 ◆ %1.75 ◆ %2.00 ◆ %2.25 ◆ %2.50 ◆ % 2.75%  
\* Percentage of Total Loan Amount.

2) In addition to the compensation based on the percentage of Total Loan Amount, you may request an additional flat fee of \$695 for plan percentages of 2.5% or less.

Check this box if you wish to be paid the additional flat fee:

3) Optional, select a minimum and/or maximum amount that will restrict the total amount of your compensation, please complete the section below. If no selection is made, the choice will default to “No Minimum/Maximum Amount”:

Minimum: ◆ No Minimum Amount \$ ◆ 1,500\$ ◆ 2,000\$ ◆ 2,500 ◆ \$3,000  
Maximum: ◆ No Maximum Amount \$ ◆ 10,000\$ ◆ 15,000 ◆ \$22,500

4) Broker is eligible for either Borrower or Lender Paid compensation. When broker elects Borrower Paid compensation, the total borrower paid compensation including broker fees, origination fees, processing fees, or other broker charged fees is capped at what the broker could earn for that loan under their elected lender paid compensation program.

## ADDITIONAL PROVISIONS:

- I understand that this compensation selection applies to all loans submitted with Lender Paid broker compensation per the Broker Compensation Agreement then in effect.
- I understand that payment of compensation must be properly disclosed per all legal and regulatory requirements.
- I understand that I cannot collect compensation by any other means or from any other party in transactions with Lender Paid broker compensation.
- I will not steer or direct a consumer to consummate a certain loan transaction so that I will receive greater compensation.
- In order to ensure borrowers are not charged excessive or unfair fees in connection with a residential mortgage loan transaction, and to ensure my compensation is commensurate with services I perform, I cannot pass third party processing fees on to the borrower as a separate charge on Lender Paid transactions. If a third party processing fee is charged, I am not eligible for Lender Paid compensation that includes the additional \$695.00 Flat Fee.
- I understand that when compensation changes from Lender Paid to Borrower Paid in a single transaction, the Borrower will need to provide a statement requesting the change and the reason for the change.
- I understand that as a Broker I am responsible for complying with all aspects of TILA, including but not limited to, compensation to my Loan Officers.

- I understand and acknowledge that Renew Lending Inc. reserves the right to audit my compliance with this Agreement as it deems appropriate. I represent and warrant that I have the authority to sign this document on behalf of the Company listed below:
- **Broker Originator Compensation Agreement Certification:**  
Broker/Principal certifies by execution of this application that the Broker Origination Compensation Agreement has been reviewed and Broker/Principal agrees to the terms and conditions of this Agreement.
- **Background Check Certification**  
Broker certifies that it has an effective policy in place for performing background checks on all its employees, compliant with Applicable Laws and performs periodic reviews to ensure compliance with such policy.
- **BSA/AML Policy Certification**  
Broker certifies that it has an effective anti-money laundering policy and training in accordance with the Bank Secrecy Act {commonly known as "BSA/AML") and performs periodic reviews to ensure compliance with such policy.
- **SAFE Act Policy Certification**  
Broker certifies that it has an effective SAFE Act policy and training and performs periodic reviews to ensure compliance with such policy.
- **Loan Fraud Zero Tolerance Policy Certification**  
Broker certifies that it has an effective zero tolerance loan fraud policy in place and performs periodic reviews to ensure compliance with such policy. Applicant has read Loan Fraud Zero Tolerance Policy and understands Fraud Policy Loan FraudZero Tolerance

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

Company NMLS Number \_\_\_\_\_

Broker of Record Name \_\_\_\_\_

NMLS Number Broker of Record \_\_\_\_\_

Email Address \_\_\_\_\_

Broker's Signature

Date \_\_\_\_\_



**CERTIFICATIONS**

1. Has your company, or any of its Owners or Principals, been named as defendant in a lawsuit, or been involved in any litigation during the past ten (10) years?

\_\_\_\_\_ YES                                      \_\_\_\_\_ NO

2. Has any Owner or Principal with your company ever been convicted of a crime?

\_\_\_\_\_ YES                                      \_\_\_\_\_ NO

3. Has your company, or any of its Owners or Principals, ever filed for protection from creditors under any provision of United States Bankruptcy laws within the past ten (10) years?

\_\_\_\_\_ YES                                      \_\_\_\_\_ NO

4. Has your company, or any of its Owners, Principals or Loan Officers, ever had a company or individual mortgage lender/banker, mortgage broker, real estate or other professional license suspended, revoked or received any other disciplinary action from a federal or state regulatory agency?

\_\_\_\_\_ YES                                      \_\_\_\_\_ NO

5. Does your company have hiring policies and procedures that include a check for all employees, including management, who are involved in the origination of mortgage loans against the U.S. General Services Administration (GSA) excluded Parties List, the HUD Limited Denial of Participation List (LDP List), and the Federal Housing Finance Agency (FHFA) Suspended Counterparty Program (SCP) List?

\_\_\_\_\_ YES                                      \_\_\_\_\_ NO

6. Has your company, or any of its Owners, Principals or Loan Officers (i) had any formal complaints filed against them by a federal or state mortgage banking/broker regulatory authority; (ii) been found in violation of any mortgage banking/broker federal or state regulatory authority's statutes or regulations; or (iii) had an order entered against them by a federal or state mortgage banking/broker regulatory authority?

\_\_\_\_\_ YES                                      \_\_\_\_\_ NO

7. Has your company ever had unfavorable findings with regard to mortgage operations included in any audit, examination or report by FHA, VA, Fannie Mae, Freddie Mac or any regulatory, supervisory or investigative agency?

\_\_\_\_\_ YES                                      \_\_\_\_\_ NO

8. Have you been required to repurchase a loan(s) from a lender during the last twenty-four (24) months?

\_\_\_\_\_ YES                                      \_\_\_\_\_ NO



# CONSUMER MORTGAGE LOAN BROKER AGREEMENT

This Consumer Mortgage Loan Broker Agreement (the "Agreement") is made as of \_\_\_\_\_ (the "Effective Date"), by and between (Company's Legal Name) \_\_\_\_\_, ("Broker") and Renew Lending Inc.

Renew Lending Inc. and Broker desire to establish a nonexclusive relationship whereby Broker may from time to time solicit, negotiate, package, process, originate and, pursuant to the terms and conditions of the Contract Documents, defined below, as amended from time to time, submit Application Packages to Renew Lending, INC. for underwriting, approval, and funding consideration, and which Application Packages may be accepted by Renew Lending, INC. in Renew Lending's sole discretion. The Parties hereby agree as follows:

1. Defined Terms. Terms used in this Agreement shall have the meanings specified herein and in the Guide.

2. The Guide. The Loans hereunder shall conform with all applicable provisions and requirements of (a) this Agreement, (b) any addenda to this Agreement (the "Addenda"), (c) Renew Lending, INC. dba Representations and Warranties and any other documents or agreements entered into from time to time by and between the Broker and Renew Lending, INC. (collectively, the "Guide"), (d) any program announcements, bulletins, alerts or other updates issued by Renew Lending, INC. and made accessible to Broker from time to time (the "Announcements") (the Agreement, the Addenda, the Guide and the Announcements, each as may be amended or revised from time to time hereafter, are hereinafter collectively referred to as the "Contract Documents.") The Contract Documents including the Guide are incorporated into this Agreement by reference and made a part of this Agreement. The Broker agrees to comply in all respects with the terms and requirements of the Contract Documents. Renew Lending, INC. reserves the right to amend or modify the Guide and the Announcements from time to time hereafter in its sole and absolute discretion, and shall provide the Broker with notice via Renew Lending, INC. website(s) of all amendments and modifications hereto.

3. Relationship. Broker is an independent contractor. Broker is not an agent or employee of Renew Lending, INC. , Broker shall make no representation or suggestion that it is an agent or employee Renew Lending, INC. and Broker has no authority to approve any Loan or commit Renew Lending, INC. in writing or orally to make a Loan. Renew Lending, INC. shall have the right, in its sole and absolute discretion, to determine the acceptability of an Application Package for funding, and Broker shall not represent to any person, including Borrower, that Renew Lending, INC. has approved or will approve any Application Package.

4. Compensation. All Broker Compensation shall be in accordance with the Guide, including any alerts, bulletins and pricing sheets issued by Renew Lending, INC. and shall be subject to change from time to time in Renew Lending, INCs. sole discretion. All Broker Compensation shall be in compliance with Applicable Requirements, including the loan originator compensation provisions of Regulation Z and its commentary, including without limitation those found at 12 C.F.R. Sections 226.36(a), (d), (e) and (f) and Comments 36(a), 36(d), 36(e), and 36(f), as amended from time to time ("The Rule"). Broker has in place written compensation plans for each of its loan originator employees in compliance with applicable law and regulations, including but not limited to the Rule. In transactions wherein Broker elects to be paid by the applicant rather than Renew Lending, INC, Broker may receive compensation from the applicant for a Loan if and only if (a) the fee is disclosed in a written agreement between the applicant and Broker, (b) complies with all federal, state and local laws and regulations, including but not limited to the Real Estate Settlement Procedures Act ("RESPA"), (c) is commensurate with the services actually rendered by Broker, and (d) is within the most recent limitations established as of the Submission Date and as of the Closing Date by Renew Lending, INC. in the Contract Documents, including Renew Lending, INC. pricing information, which is subject to change at any time in Renew Lending, INC. sole discretion.

5. Representations of Broker. Neither applicant nor any of its owners or corporate officers (i) currently are subject to any supervisory and/or enforcement action by any state or federal regulator; (ii) along with any loan originator or processor has ever been denied, suspended or disqualified from brokering mortgages, been included on an exclusionary list by any lender, investor, agency, or private mortgage insurer, or ever had a lending, real estate or other professional license suspended or revoked, (iii) appear as an individual or entity on the Freddie Mac Exclusionary List or the Department of Housing and Urban Development's Limited Denial of Participation List (LPD List, (iv) been contacted, either verbally or in writing, by Mortgage Asset Research Institute (MARI) regarding a complaint against your company, (v) been named as a defendant in a criminal proceeding/complaint/conviction for alleged fraud or misrepresentation in connection with any real estate activity, or ever been convicted of a felony or crime (excluding traffic violations) or (vi) had any formal complaints, lawsuits or judgments been filed against you or your company by any state regulatory agency within the past three years.



6. Confidentiality and Branding. Each party agrees to: retain all confidential information of the other party in confidence, use confidential information only for the purposes contemplated under the Contract Documents, and not disclose the other party's Confidential Information to any third party without the prior written consent of the other party except as required by law. Broker shall not use Renew Lending, INC. name, brand, trademark, intellectual property or any other reference to Renew Lending, INC. without Renew Lending, INC. express written consent.

7. Remedies and Indemnification. In addition to any other rights and remedies that Renew Lending, INC. may have, Broker shall indemnify and hold Renew Lending, INC. its stockholders, affiliates and respective officers, directors, employees and agents, harmless from and against, and shall reimburse it or them for any repurchase demand by an Investor and any damages (including pair-off fees and loss of servicing rights) incurred before or after any Submission Date, to the extent arising or resulting from any misrepresentation made by Broker, or any breach of warranty or covenant by Broker, contained in the Contract Documents, or in any schedule, exhibit, report, statement or certificate furnished by Broker pursuant to the Contract Documents.

8. Termination. This Agreement may be terminated by either Party at any time, with or without cause, immediately upon written notice to the other party. The representations and warranties of Broker set forth herein shall survive the termination of this Agreement and the obligations of Broker with respect to all loans submitted or processed under this Agreement shall also survive termination. Any rights Renew Lending, INC. and Broker may have acquired prior to termination hereunder in or regarding any Loan will not be affected by termination.

9. Notices. All notices hereunder must be in writing by certified or registered mail, or overnight delivery, which shall be effective upon receipt at the address below. Broker agrees that Renew Lending, INC. may provide any notices required hereunder to Broker on Renew Lending, INC. website(s), including but without limitation, updates to the Guide and Announcements, or by email or facsimile, effective upon posting or sending by Renew Lending, INC. .

TO BROKER:

TO RENEW LENDING, INC.

Name:		Renew Lending, INC.
Address:		1155 W 4 <sup>th</sup> St
City/State/Zip:		Reno, NV 89504
Attention:		Attn: Broker Approvals

10. Miscellaneous. This Agreement shall be governed by Arizona law and any dispute that relates to this Agreement shall be resolved in any court of competent jurisdiction located in Maricopa County, AZ. Broker shall not assign this Agreement or any of the duties hereunder without the prior written consent of Renew Lending, INC. Renew Lending, INC. may assign its rights and duties under this Agreement, and this Agreement is enforceable by the successors and assigns of Renew Lending, INC. . This Agreement may be executed in counterparts. This Agreement replaces all prior oral or written agreements between Broker and Renew Lending, INC. regarding the subject matter of the Agreement. Except as to Renew Lending, INC. amendments to the Guide and Renew Lending, INC. eligibility criteria, amendments and waivers must be in writing signed by the parties. Invalidity of any provision of this Agreement shall not affect the enforceability of other provisions. Amounts owed by Broker to Renew Lending, INC. under this Agreement may, at the option of Renew Lending, INC. , be offset by Renew Lending, INC. against any payments then or thereafter owed by Renew Lending, INC. to Broker.

Renew Lending, INC.

Broker Company Legal Name:

By (Signature):

By (Signature)

Cole Woolsey

Name (Signatory):

Its: President

Its (Title)

Date:

Date:

