Sample Commercial Mortgage Fee Agreement

This a	gree	ement made between (the "Borrower") and
		("the Broker ") with offices at
		authorizes and engages the Broker to obtain a
"Prope "Agree	erty	al mortgage loan for the property known as (the ") in accordance with the terms and conditions agreed to in this Agreement (the ent").
This A for the		ement serves to set forth the understanding in connection with the proposed financing perty.
I.	ac(a) b) c) d) e)	posed Financing. The Borrower is requesting a commercial mortgage loan cording to the following terms and conditions. Minimum Loan Amount: \$ Minimum Loan Term: years Maximum Loan Amortization: years Maximum Interest Rate:% Loan Type: Fixed Variable Either Recourse Options: Full Recourse Non-recourse Negotiable
		Other:
II.		es. The Borrower hereby agrees to pay the following fees: Processing Fee. The Borrower agrees to pay the Broker a non-refundable processing fee of \$ for services performed in accordance with this Agreement, whether or not the proposed financing is completed. This fee is earned when a commitment to finance the above captioned property is issued from a lender in the approximate amount, and at rate and terms acknowledged to be acceptable to
		the Borrower. This processing fee may be credited at the closing of the proposed financing.
	b)	Success Fee. The Borrower agrees to pay the Broker a success fee equal to% of any loan secured by the Property for which the Broker was the procuring cause of the financing for a period of days from the execution this Agreement. The success fee does not include any point(s) to be paid to the lending institution, closing costs or any point(s) or fees paid to other mortgage consultants for their services. The success fee is fully earned by the Broker when the financing has been approved in writing by a lender with terms and conditions acknowledged in writing to be acceptable to the Borrower. This fee will be collected at the loan closing. If the lender is prepared to close escrow and the Borrower does not appear at the scheduled closing or refuses to schedule a closing, then the success fee is deemed to be fully earned and payable upon demand so long as the failure to appear and close is solely the result of the Borrower's acts or omissions.

- II. **Lender Fees**. The Borrower understands that a lender may require a cash deposit prior to issuance and acceptance of a loan commitment. Any such deposits will be collected and retained by the lender, subject to the lender's policies and procedures.
- III. **Financing is not Guaranteed**. The Borrower understands and agrees that this Agreement is not a guarantee and that the proposed financing may not be successfully completed. If acceptable financing cannot be obtained, the Broker's obligation shall be limited to advising the Borrower that the Broker is unable to procure the proposed financing.
- IV. **Information for Borrower**. The Borrower agrees to provide any requested information and to execute and deliver the appropriate completed forms that may be customarily required to secure financing on the Property.
- V. **Term of this Agreement**. The term of this Agreement is ______ days and shall remain in full force and effect from the date of its execution until its expiration. This Agreement may be modified or canceled upon written notice.

This agreement constitutes an entire understanding and cannot be modified unless agreed to in writing and signed by all parties. This agreement is binding on the parties aforementioned, their heirs and assigns and all others succeeding in the interest to any party either directly or indirectly.

Agreed to by:	
Borrower	Date
Borrower	Date
Broker	Date