



Agent Referral Application

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GMFS, LLC is an Equal Housing Lender. All mortgages are originated by GMFS, LLC. NMLS #64997.

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Agent Referral Program Agreement

_____ (Agent Referral Partner) has chosen to participate in the Agent Referral Program with GMFS, LLC (GMFS) as a partner. Under this agreement, the Agent Referral Partner (ARP) will provide the necessary application information and perform a minimum of five (5) of thirteen (13) required services that must be performed by the referring institution to be eligible for compensation on a closed loan. Under the Agent Referral Program, the loan will be originated, disclosed, underwritten, closed, and funded by GMFS. The ARP may receive a fee for services actually performed, up to an amount not exceeding 1% of the loan amount, to be paid at funding and disclosed on the Closing Disclosure.

The list below represents the thirteen (13) services that are considered compensable services for which the ARP may earn a fee. The ARP must perform a minimum of five (5) of these services, keeping in mind that some of these services are performed by GMFS. It is the responsibility of the ARP to maintain evidence of these services in its records for the required retention period.

1. Collect financial information (i.e., tax returns, bank statements, income documents) and other related documents
2. Initiate and order verifications of employment and deposit, when applicable
3. Initiate and order requests for mortgage and other loan verifications
4. Initiate the appraisal ordering process
5. Maintain regular contact with the borrower, realtors, and lender between the time of application and closing, and gather any additional information as needed, or as requested by GMFS.
6. Attend the loan closing in a non-originator capacity
7. Educate the borrowers in the home buying and financing process, advise him or her about several types of available loan products, and demonstrate how closing costs and monthly payments differ for assorted products.
8. Determine whether the property is located in a special flood hazard zone, or order such service
9. Order legal documents
10. Analyze the borrower's income and debt and prequalify the borrower to determine the maximum allowable mortgage loan amount.
11. Assist the borrower in understanding and clearing credit problems
12. Initiate and order inspections or engineering reports
13. Provide disclosures to the borrower

AGENT REFERRAL PARTNER NAME: _____

NAME OF PERSON AUTHORIZING: _____

SIGNATURE OF PERSON AUTHORIZING: _____

DATE: _____



II. Statement of Certification

The undersigned entity hereby represents and warrants that: (1) all information contained in this Application for GMFS LLC Agent Referral Approval is true, complete and accurate, and (2) GMFS LLC will be notified of any material change in the information provided in this Application during the time after submission of this Application and prior to and after approval. The undersigned entity understands that GMFS LLC will be relying upon the information contained in this Application and that any misrepresentation or omission may constitute a civil or criminal violation and may be cause for suspension or termination of the Agent Referral relationship with GMFS LLC.

Approval as an ARP does not grant origination or brokerage authority. GMFS remains solely responsible for loan origination, underwriting, closing, and funding.

The individual executing this document below represents that such person is duly authorized to sign this statement on behalf of the Applicant.

Name: _____ Title: _____

Signature: _____ Date: _____

Company: _____

Authorization To Release Information:

TO ALL INDIVIDUALS AND ENTITIES RECEIVING THIS AUTHORIZATION:

You are respectfully requested to provide any authorized representative of GMFS, LLC (referred to herein as GMFS) any information deemed necessary for its evaluation of the quality or quantity of loans originated or sold by the Company as well as the financial strength, experience, capacity, character and reputation of the Company and/or its officers, employees, directors and principals. Such requested information may include, but not be limited to, background investigations regarding matters pertaining to criminal, civil and legal transactions of the company, its officers, directors, principals, and employees. Any entity that provides information to GMFS for this purpose will be held harmless relative to GMFS' interpretation of such information.

Company Name _____

By: _____

Name: _____

Title: _____

Date: _____



Mortgage Agent Referral Authorization

_____ Agent Referral Partner hereby consents and gives GMFS ("Lender") permission to submit the name of Applicant's company and any and all of that company for screening through all mortgage industry background databases available or in use at any time by the Lender. Applicant understands and hereby consents that Lender consents to the release of information about any loan application that is believed to contain misrepresentation and/or irregularities. Applicant understands that it and its employees may be listed as referral partners for compliance purposes but shall not be designated as the originating entity or loan officers on any loans. Applicant hereby releases and agrees to hold harmless Lender, or its vendors, and trade associations from any and all liability for damages, losses, costs/and expenses that may arise from the reporting or use of any information submitted by Lender or its vendor(s). All owners with 10% or more ownership interest must provide signed authorization.

ARP hereby authorizes Lender to order a consumer credit report and verify other credit information on all the individuals listed below, for the sole purpose of determining whether ARP meets the minimum credit requirements for approval under its Agent Referral approval program:

Name:	_____	Title:	_____
Social Sec. #	_____		
Signed:	_____	Date:	_____
Name:	_____	Title:	_____
Social Sec. #	_____		
Signed:	_____	Date:	_____
Name:	_____	Title:	_____
Social Sec. #	_____		
Signed:	_____	Date:	_____
Name:	_____	Title:	_____
Social Sec. #	_____		
Signed:	_____	Date:	_____

Loan Fraud Prevention Policy

It is the policy and intent of GMFS to support the eradication of loan fraud within the residential lending marketplace. All fraudulent files are turned over to the FBI and all other applicable state and local agencies. All information gleaned from fraudulent files is shared with other industry participants as well as industry databases.

Agent Referral companies should be advised that the ARP bears responsibility for all actions performed in the course of business, of his or her employees or licenses. Additionally, the ARP should be aware of their responsibility for the accuracy of all information submitted to GMFS. GMFS may or may not speak directly to the referred borrower. The ARP may assist in gathering information and performing compensable services but is not responsible for borrower interviews or making loan determinations. Production should never outweigh ethical considerations.

THE SUBMISSION OF A LOAN APPLICATION CONTAINING FALSE OR MISREPRESENTED INFORMATION IS A FEDERAL CRIME

Although loan fraud or negligent misrepresentation may be perpetrated in many forms, some of the most common examples are shown below:

- Submission of inaccurate information, including false statements on loan application(s) and falsification of documents purporting to substantiate credit, employment, deposit and asset information or personal information including identity, ownership/non-ownership of real property, etc.
- Forgery or misrepresentation of partially or predominantly accurate information.
- Inaccurate representations of current occupancy or intent to maintain required occupancy as agreed in the security instrument.
- Acceptance of information or documentation, which is known or suspected to be inaccurate or acceptance of information, which should be known to be or suspected to be inaccurate. This includes:
- Simultaneous or consecutive processing of multiple owner-occupied loans from a single applicant where information differs on each application.
- Permitting an applicant or interested third party to assist with the processing of the loan.
- Failure of ARP to disclose any relevant or pertinent information.

Signature of Principal Officer(s)

By: _____

By: _____

Consequences of Loan Fraud

The consequences of residential loan fraud are far-reaching and expensive. GMFS warrants the quality of our loan production to our investors. Fraudulent loans may not be sold in the secondary market for home mortgages. If a loan is discovered to be fraudulent after its sale, GMFS could be obligated to repurchase the loan from our investor.

A few of the repercussions that may be experienced are as follows:

Repercussions to the ARP in the event the fraud or misconduct related to compensable services performed under this agreement:

- Repurchase requests.
- Loss of approved ARP Status with GMFS
- Civil action by GMFS
- Civil action by applicant (borrower) and/or other parties to the transaction.
- Criminal prosecution, which may result in possible fines and imprisonment.

Repercussions to the Borrower:

- Adverse, long-term effect on credit history
- Acceleration of debt as mandated in the security instrument (Deed of Trust or Mortgage)
- Civil action by GMFS
- Civil action by other parties to the transaction such as seller or real estate agent/broker.
- Forfeiture of any professional licenses
- Termination of employment when the employer is informed
- Criminal prosecution, which may result in possible fines and imprisonment.

I have read the foregoing and understand and accept GMFS's Policy on Loan Fraud.

Signature of ARP
of Record

Signature of Principal Officer

By: _____

By: _____