



## VA AGENCY AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between **Union Home Mortgage Corp.**, an Ohio Corporation, (hereinafter know as the “Lender”)

and \_\_\_\_\_ a/an \_\_\_\_\_ Corporation, (hereinafter known as the “Agent”).

WITNESSETH, THAT:

WHEREAS Agent desires to submit to Lender from time to time, certain Real Estate Mortgage Loans, designated below as “mortgage loan” or as “loan” and collectively as “mortgage loans” or “loans” and;

WHEREAS the parties desire to enter into this agreement to cover the terms and conditions of such transactions.

NOW, THEREFORE, it is covenanted and agreed as follows:

- (1) This agreement is intended to cover VA loans originated by the Agent and closed by the Lender.
- (2) Agent shall submit to Lender, as available, fully processed VA mortgage loans, packages, of the kinds and types, and such terms and conditions, as Lender may from time to time prescribe. Upon receipt of any such package or offering, Lender shall issue its responsive commitment letter to Agent, stating the further conditions, if any, subject to which the application is being accepted. Lender shall remit or pay for each loan closed, subject to all essential loan documents having been received, examined and approved by its counsel, as being consistent and in compliance with the conditions of the commitment. Loan applications may be locked in for a period of time not exceeding sixty (60) days at the rate of interest and discount points offered by the Lender as in effect at the time the application is locked with the Lender. The Lender confirms it shall honor those locked in loan applications as received from the Agent.
- (3) Agent shall be the originator of all loans originated under this Agreement, and shall register the loans with the Lender in advance of delivery of said loans. The Agent covenants to inform the Lender of any lock-in regarding rate and or discount points at the time the loan is locked in. The Agent shall be the sole originator and processor of all loans originated under this Agreement. The Agent shall conduct a face to face interview with each mortgage loan applicant, shall have applicant execute appropriate disclosures and authorizations for development of credit and income history.
- (4) This Agreement is not assignable or transferable by the Agent.
- (5) Agent agrees to pay \$100.00 or such fee that VA prescribes, annually for the fee due to the Veterans Administration for the Agency Agreement.
- (6) Agent agrees that, for each loan submitted hereunder to Lender pursuant to this Agreement:

- A. Agent will reasonably and in a timely manner comply with all requests from Lender for additional information and/or documentation necessary to enable Lender to close and sell the loan.
- B. All representations and warranties of Agent contained in the Agreement shall be true and correct.
- C. Agent shall have performed and complied with all covenants and agreements contained in this Agreement.

(7) With respect to each loan, Agent hereby represents and warrants that :

- A. Each loan was entered into for fair consideration, in the ordinary course of business, and has been made in compliance with all applicable federal and state statutes and regulations, including but not limited to the Federal Consumer Protection Act, including the Truth-In-Lending and Equal Credit Opportunity Acts, or regulations promulgated there under, or statutes and regulations governing fraud, lack of consideration, consumer credit transactions or interest charges.
- B. Agent does not know of any suit, action, arbitration, or legal, administrative or other proceedings pending or threatened against Agent, which would affect its ability to perform its obligation under this Agreement.
- C. All documents submitted to Lender in connection with the loan applications are in every respect valid and genuine, being what on their face they purport to be and all information submitted in connection with such loan applications are true and accurate.
- D. Agent has no knowledge of any circumstances or conditions with respect to any loan, property, mortgagor or mortgagor's credit standing that can be reasonably expected to cause private institutional investors, FNMA, FHLMC or GNMA to regard the loan as an unacceptable investment, cause the loan to become delinquent or adversely affect the value or marketability of the application.
- E. Agent has no knowledge that any improvement located on or being part of the mortgaged property is in violation of any applicable zoning law or regulation.
- F. Agent has made to the borrower all disclosures required by state and federal law as applicable at application.

(8) Lender hereby warrants and represents that:

- A. It has the authority to accept for underwriting and closing the loan packages received from Agent.
- B. This Agreement and all actions provided for herein have been duly authorized by the Board of Directors for Lender, and Lender shall, upon the execution of this Agreement, provide Agent with a certified copy of the resolution of its Board of Directors providing for this transaction.

(9) All notices required or desired to be given pursuant to this Agreement shall be deemed sufficient if given in writing, delivered personally or sent by certified mail, return receipt requested, postage prepaid, addressed as follows:

Lender: **Attention: TPO Administration  
Union Home Mortgage Corp.  
8241 Dow Circle West  
Strongsville, OH 44136**

Agent: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

(10) This Agreement may only be modified by means of written amendment executed by each of the parties hereto, at the same formality as this Agreement. This Agreement must be accepted by the Department of Veterans Affairs prior to any VA applications being accepted by the Lender from the Agent. The Lender and Agent shall retain evidence in writing from the Department of Veterans that said Agency Agreement has been accepted.

**UNION HOME MORTGAGE CORP.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**AGENT:** \_\_\_\_\_

By: \_\_\_\_\_

Name (Printed or typed)

Its: \_\_\_\_\_

Date \_\_\_\_\_



## VA Sponsorship Process

Union Home Mortgage Corp. requires that all Broker Partners be sponsored before they can submit a loan to us. If you wish to participate, please complete the following:

- Provide a letter on your company's letterhead with your company's full legal name, address, phone number, fax number, Federal Tax ID number, website address (if applicable) and email address of the primary contact person. The letter needs to request an Authorized Agent relationship with Union Home Mortgage Corp.
- Submit a \$100.00 check made payable to Veteran's Administration and forward to:  
**Attention: TPO Administration**  
**Union Home Mortgage Corp.**  
**8241 Dow Circle West**  
**Strongsville, OH 44136**

If requesting new sponsorship, please mark it as "VA Authorized Agent Request". If requesting a renewal, please mark it as "VA Agent Renewal".

Union Home Mortgage Corp. will forward your letter, \$100.00 check along with our Corporate Resolution to the appropriate VA office. VA will forward recognition of the relationship to Union Home Mortgage Corp. in writing and we will notify you when we can start to accept your VA loans.

If you have any questions about the process, please contact your Account Executive.