



### APPLICATION CHECKLIST

- Complete package (18 pages + Gov. docs)
- Copy of Driver's license (be sure is legible copy)
- Copy of Social Security Card (be sure is legible copy)
- Copy of Work Permit , if applies (be sure is legible copy)
- Current resume (for Experience Loan Officers and Branch Managers only)
- Copies of all current state licenses or registrations, including C. E. certifications (where applicable)
- Completed Background Check Authorization Form
- I-9
- W-4
- W-9
- Exhibit A

**FAX THE COMPLETE PACKAGE TO (727-490-2938)**



## Community Lending Group

Please complete the appropriate sections below.

First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_

Last Name: \_\_\_\_\_ Suffix: \_\_\_\_\_

SSN: \_\_\_\_\_ DOB: \_\_\_\_\_ DL # \_\_\_\_\_

Email Address: \_\_\_\_\_@\_\_\_\_\_. \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Cell Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Home Address: \_\_\_\_\_

Home City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

County: \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

How You found Community Lending Group: \_\_\_\_\_

Referred by: \_\_\_\_\_ Years of Experience \_\_\_\_\_

(Can be a name or web site)

### COMMUNITY LENDING GROUP, INC.

111 2nd Avenue Northeast - Suite 900, Saint Petersburg, Florida 33701

Phone: 1-800-935-9717 x 220 / Fax: 727-490-2938

## AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ of 20\_\_\_\_ between COMMUNITY LENDING GROUP, INC. ("CLG"), whose principal place of business is located at 111 2nd Avenue Northeast - Suite 900, Saint Petersburg, Florida 33701 ("Corporate Office"); and \_\_\_\_\_ ("You" or "Your") and revokes and supersedes any other agreement between You and CLG. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the mutual covenants set forth below, CLG and you agree as follows:

### 1. COMMENCEMENT AND TERM OF LICENSE.

a. You shall not represent Yourself to be associated with or take any action on behalf of CLG until You have completed all forms with Community Lending Group's (including, but not limited to, Internal Revenue Service forms W-4 and I-9) and have received written (or email) confirmation of Your eligibility to start doing business on behalf of CLG from senior management at Corporate Office. CLG grants You permission to originate, process, and close mortgages working for one of its approved branches or directly for Corporate Officer only in the state of FL.

b. You understand and agree that we are licensed in the State of FL, and you will only do loans with our organization in this State. There are NO EXCEPTIONS to this policy.

c. CLG owns all rights with various wholesale lenders and You may not use such license for any business except as is authorized by CLG and any use of Community Lending Group's licenses shall inure to the sole benefit and ownership of CLG. This agreement may be terminated by CLG at any time with or without cause and without any further liability on Community Lending Group's part for pending commissions, damages, or any work in progress.

2. COMPENSATION AND RELATIONSHIP. Unless otherwise agreed to in writing signed by senior management from Corporate Office, You shall be compensated as 1099 if you hold a Mortgage Broker License in the state of FL as contractor (in the event you do not hold a license and you are participating with our Affiliate Program you will be compensated as an outside W-2 commissioned employee as defined by the Department of Labor and as such Your compensation is exempt from minimum wage and overtime requirements. You agree not to work more than 20 hours per week unless authorized in writing by a supervisor or senior management from Corporate Office. CLG retains sole authority to determine what commissions may be due to you. Additionally, commissions are not earned and are not due and payable unless and until You comply with the terms and covenants set out herein, the rules and regulations of applicable Federal and state statutes, including the Real Estate Settlement Procedures Act, each loan has been cleared through the Corporate Office post closing department, and policies and procedures of CLG as same may be amended from time to time whether verbally or in writing (collectively, the "Rules and Regulations"). More particularly, You understand and agree that the mortgage business is a closely monitored and controlled business and that failure to follow any one or more of the Rules and Regulations could have catastrophic consequences and damages for CLG and its

ability to do business in the State. In the event CLG determines, in its sole discretion, that You, Your branch, or anyone else involved in a loan transaction has breached or violated (including fraud) any one or more of the Rules or Regs (a "Violation"), You agree that in addition to immediate termination of this Agreement by CLG, it may withhold and disburse any monies in to satisfy or cure such Violation from any pending commissions. However if still any outstanding loans in process you will finish and submit this transactions to corporate office immediately.

In order to maintain Independent Contractor status (and get paid 1099), the following terms are both understood and followed in day-to-day operations:

1. Associate pays all own dues.
2. Associate pays auto expenses without compensation.
3. Associate pays own entertainment expenses without reimbursement.
4. Associate is not required to meet mandatory quotas.
5. Each Associate shall decide individually when to take vacations.
6. Associate pays own income tax and FICA.
7. Associate receives no minimum salary or sick pay.
8. Association with Broker may be terminated by either party at any time upon notice, but the rights of the parties to any fees which accrue prior to said parting shall not be divested by either party.
9. This policy manual is advisory only.
10. An Associate is not required to join Company training programs or group programs, other than the ones deemed mandatory by the Association or Board.

3. **BINDING ARBITRATION.** In agreeing to arbitration, both Company and Originator understand that 1) we are waiving our right to have any case determined in court; 2) arbitration is final and binding; 3) discovery is generally more limited in arbitration proceedings than in court proceedings; and 4) the award in an arbitration proceeding is not required to contain factual findings and legal reasoning. To the fullest extent allowed by law, any controversy, claim or dispute between Company (and/or any of its officers. Community Lending Group's reserves the right to terminate this Agreement at any time, any controversy or claim between the parties, including whether CLG owes You anything under this Agreement or a breach of same. SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE ARBITRATION AND MEDIATION PROGRAM OF PINELLAS COUNTY, FLORIDA in accordance with Florida Statute, Sections 44.104-44.107 and Fla. R. Civ. P. 1.700-1.830, decided by a single arbitrator. The place of arbitration shall be in PINELLAS COUNTY, FLORIDA at a place of Community Lending Group's choosing. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. The prevailing party shall, in addition to any damages awarded, be entitled to costs, arbitration fees, and attorney's fees in connection with the arbitration. This agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

4. **NON-WAIVER OF RIGHTS.** In the event CLG fails to assert. delays in asserting. or waives any right under this Agreement. such shall neither affect its ability to assert that same right at a later time nor constitute a waiver or estoppel from asserting the same or any other right under this Agreement.

5. NO AUTHORITY TO BIND CLG/VENDORS. You have no authority to bind CLG to any agreement whatsoever, including, but not limited to, commitments, leases, debts, contracts, obligations, or other liabilities. You may only use vendors that are approved Service Providers by the Corporate Office.

6. POWER TO PERFORM. During the term of this Agreement, You shall not enter into any agreement or undertake any action that prohibits You from performing Your obligations. You agree that You will not work for any other mortgage company during the term of this Agreement. You warrant that You have proper authorization from all principals and prior employers in assigning or transferring any files whose proceeds become property of CLG.

7. COMPLIANCE. For all the loans processed outside Corporate Office (requires a written authorization by Corporate office) and we will require a copy of all loan submission packages to be sent to the CLG Corporate Office at least 2 days prior to closing. Commissions will be paid only after audit of your file is completed and the cash or proceeds are funded. More particularly, You agree to refer to and implement and follow the policies, rules, regulations, and procedures which are outlined in our knowledge base on our web based system.

8. ACCOUNTING AND INVOICES. Payment for branch invoices will be sent out by Corporate

9. SOLICITATION. You shall not engage in any advertising or telemarketing or develop an Internet presence unless such action is approved in writing by Corporate Office.

10. WEB SITE. You agree to pay e-Managing Solutions, Inc. the amount of \$49.95 as monthly hosting fee as our designated website and tools provider required for all branch managers, loan officers and affiliates to have access to our web system. The billing starts the day you get approved regardless if you had accessed the system or not, and it continues until the day you are terminated or you resign (resignation have to be in writing or via and follow by a phone call to confirm we received this).

11. UNLAWFUL GAIN. Except as authorized by CLG, You agree not to deposit, accept, cash, transfer or negotiate any check, draft, wire transfer or other item made payable to or intended to benefit CLG. You acknowledge such action is punishable by civil fines, criminal penalties and jail.

12. FEDERAL AND STATE REGULATORY ISSUES. You and CLG agree to the following: All Branches are required to notify the Licensing Department in writing before originating loans in any other state. For compliance purposes, state regulatory branch approval may be required.

13. BRANCHES. Branches are under the sole and exclusive control of the Corporate Office.

14. MULTIPLE HEADINGS/EXECUTIONS. Although there are multiple headings and places for Your execution, this Agreement and all attached and signed pages (whether or not signed by You) constitute a single Agreement and shall not be interpreted to the exclusion of any other provision, term, or statement contained anywhere in the Agreement. Multiple headings and places of execution are strictly for convenience and use of this Agreement.

15. LIMITATION OF ACTION. All controversies and claims, except those involving Your duties and responsibilities under the Certification of Various Policies and Nondisclosure Agreement which follow, expire one year from the date of termination of this Agreement, or one year from the incident giving rise to the right to arbitrate, whichever first occurs. Your duties and responsibilities under the Certification of Various Policies and Nondisclosure Agreement survive the termination of this Agreement as set out in same and/or indefinitely, whichever later occurs.

16.- Policy Warranties and Representations. You warrant You will obey all current and future policies of CLG as well as any and all conditions, rules, regulations, ordinances and laws of all governmental agencies now in effect and subsequently modified that affect You while working with CLG. You will not act in any manner that may revoke or suspend any license of CLG, assess fines or penalties against CLG, or cause CLG any type of loss. You warrant mortgages as to accuracy and correctness. CLG reports violations of laws and regulations as required. You are accountable for Your actions which are in any way related to misrepresentation in the origination, processing or funding of mortgages by You or Your agents. You warrant that You have not been convicted of any felony or any crime involving fraud or moral turpitude and that You are not now on any disbarred agency listing. You warrant that you have never been fined, investigated, disciplined, suspended or terminated by any agency or authority, including prior employers, in respect to originating mortgages in the past or in regard to dishonestly or harassment (sexual or otherwise). You shall make every effort to diligently cooperate with CLG and respond to or defend CLG against any expenses, penalties, claims, demands, losses, actions, causes of action, and lawsuits from whatever source that arise from or that are related to Your actions or the actions of Your agents. You agree to follow each and every CLG policy now in effect and subsequently modified.

17. Violations and Complaints. You will promptly report any illegal act or misconduct or violation of any policy or procedure by anyone working at or with CLG, including Your supervisor. You will immediately report to senior management any knowledge of a verbal or written complaint, notice, lawsuit, investigation and the like that involves any person working at or with CLG.

18. Termination. If this Agreement is terminated by either You or CLG, You shall immediately discontinue using any material provided to You or Your agents by CLG. You shall not, directly or indirectly, during the term of this Agreement or after termination of this Agreement, use to the advantage of any person or entity other than CLG, any materials provided to You or Your agents by CLG. You will not solicit any employee, person, or other representative of CLG for 24 months following the termination of this Agreement. You shall not solicit to refinance any mortgage originated or brokered by CLG if the mortgage is in force at the time this Agreement terminates. You agree to pay CLG treble damages for any losses CLG incurs as a result of Your solicitations. You will return to CLG any materials You possess or control that bear any trademark, logo or trade name of CLG.

19. Consents and Notices. Community Lending Group's consent or notice must be in writing and signed by a senior management officer from Home Office. Notices may be delivered in person or by registered or certified mail, with postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement. However,

each party may change the address for receipt of notice by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated at the time of delivery. Mailed notices will be deemed communicated (2) two days after mailing.

20. Transfer and Waiver. This Agreement shall be binding on and inure to the benefit of the contracting parties and their heirs, executors, administrators, legal representatives, successors and assigns permitted by this Agreement. You do not have the right to assign Your interests in this Agreement.

21. Entire Agreement and Severability. This Agreement is in its entirety. It supersedes any prior written or oral agreements between the parties. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged. If any provision is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable. If a court finds that a provision is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

22. Construction. You represent, warrant, and agree that You have read and have been given a copy of this Agreement and have had ample opportunity to review it. You agree that the rule of construction that interprets this Agreement against the party who drafted it shall not be applicable.

23. Insurance. We recommend (but not required) you shall maintain a policy of liability insurance in the minimum amount of One Million US Dollars to cover any claims arising out of the performance of the services under this Agreement and shall further indemnify, hold, and defend CLG harmless, including costs of defense and/or attorneys fees, from any claims, actions, or demands arising from any act or omission of You or Your agents.

24. Soliciting Customers After Termination of Agreement. You shall not for a period of one (1) years, immediately following the termination of this Agreement, either directly or indirectly: (1) make known to any person, firm, or corporation the names or addresses of any of the customers of CLG or any other information pertaining to them: or (2) call on, solicit, take away, or attempt to call on, solicit, or take away any of the customers of CLG on whom You called or with whom You became acquainted during the term of this Agreement, either for Your benefit or for any other person, firm, or corporation.

25. Ownership of Materials and Records. All records of the accounts of customers, materials (in any form, format or media) provided to You by CLG, and any other records and books relating in any manner whatsoever to the customers of CLG, whether prepared by You or otherwise coming into Your possession, shall be the exclusive property of CLG regardless of who actually prepared or obtained the original material or record. All materials and records in Your possession or under Your control shall be immediately returned to CLG by You upon termination of this Agreement.

26. Indemnification of Losses of You. You shall indemnify and hold CLG harmless for all losses, including costs of defense and attorneys' fees, sustained by CLG in direct or indirect consequence of the discharge of Your duties in connection with this Agreement.

27. Examination of Books and Records. CLG shall have the right, either directly or by an accountant retained and paid for by CLG, to examine Your books, records and accounts at anytime, but in any event at least once during each quarter of the calendar year.

28. Effect of Termination on Commissions. In the event of the termination of this Agreement, You shall be entitled to the compensation earned prior to the date of termination as provided for in this Agreement, computed pro rata up to and including that date. You shall be entitled to no further compensation as of the date of termination.

29. Effect of Termination on Bonuses or Incentives. In the event of the termination of this Agreement, any pending or unpaid bonuses or incentives shall likewise cease and immediately terminate.

30. Commissions. Commissions are waived by You if not tendered within 30 days from the date of the termination of this Agreement. Moreover, all moneys or funds generated during the term of this Agreement either directly or indirectly by You if placed in an account which has not been previously authorized in writing by CLG shall be and remain the sole and exclusive property of CLG out of which no commissions shall be paid.

31. Method of Performing Services. You will determine the method, details, and means of performing the services described herein, provided that they comply with the Rules and Regs. CLG will only specify the results desired with regard to the specified services.

32. State Comptroller's Log. You must maintain in Your branch and shall be required to deliver to CLG, upon notice, copies of Your log that conforms to Your state's comptroller's report.

33. Continuing Professional Education. You shall maintain Your continuing professional education hours at your cost and expense for a valid mortgage broker's license and/or any other license necessary or required for each jurisdiction in which You originate loans.

34. RESPA (Sect 8) regulations on compensation for services rendered by real estate Originators:

Real Estate Agents or Home Builders may act as Loan Originators and will be paid W2. Nothing in this Agreement, however, or otherwise, creates an employment relationship of a fixed term.

According to RESPA compliance it is not considered a kickback. The Department of Housing and Urban Development (HUD) has set forth its opinion in a letter to the Independent Bankers Association of America, dated February 14, 1995 and also dated March 1, 1999. (SECTION 2 RESPA POLICYSTATEMENT 1999-1) this can be found at <http://www.hud.gov/offices/hsg/sfh/res/fr-4450.pdf> in which it confirms the legality of payment of commission to W2 real estate agents acting as loan originators if the originator fulfills certain activities.

The latest update (Summer of 2006) <http://www.flofr.com/licensing/Forms/MBB-ML-Bulletin2006.pdf>

The regulation explains the Loan Originator must perform 6 from a list of 16 recommended options. The 6 options can be:

- a.- Taking 1003 or Loan Application
- b.- Ordering Title
- c.- Ordering Inspections
- d.- Order Insurance
- d.- Keep the borrower inform at all times in relation to the mortgage and explain their options.
- e.- Be present at closing

HUD does not allow compensation to Loan Originators without a Mortgage Broker License to receive any compensation from FHA loans referred to Lender.

35. Collection of Upfront Fees Prohibited: Originator acknowledges, and warrants to abide by Company policy that absolutely no upfront fees other than for a credit report and/or an appraisal will be charged to a prospective borrower. Further, if these fees are collected upfront, they must be payable directly to the service provider, credit bureau and/or appraiser. Under no circumstances, are any upfront fees collected to be payable to Company or directly to an Originator of Company.

36. Liability of Outstanding Invoices: Company REQUIRES that third party fees, including but not limited to, appraisal, survey, pest inspection fees, etc., be collected upfront by the service provider (paid at the door). You are responsible for all open invoices of third-party providers in the event that the loan does not closed, and if they are any standing un-paid invoices. Invoices on such fees submitted to Company by the provider for payment will be paid as invoiced, with said fees subtracted directly from future commissions of the Originator who ordered the appraisal, regardless of circumstances.

**In the event a loan does not closed, you are not required to pay any fees to corporate office for this loan file.**

37. DBAs: Originator shall not operate as, or associate Company business with a DBA ("Doing Business As", fictitious names).

38. Office Records: Office records are the sole property of Community Lending Group, Inc. Under no circumstance is it acceptable for Associates to peruse the accounting files of other administrative records without prior consent of the Branch Manager.

39. Associate's Kit: It is recommended that each Associate be equipped with the following items reasonably necessary for the day-to-day conduct of the mortgage business:

- 1. Business Cards.
- 2. Fast PC and Fast internet access cable or DSL
- 3. Printer/Fax/Scanner.

4. Marketing tools.

5. Cell Phone

40. Repeat Business: When a potential client/customer indicates previous contact with Community Lending Group the floor person should ask whether or not they wish to deal with that original contact. If yes, they should immediately be turned over to that Associate. If not, they are considered legitimate new business. It is the client/customer prerogative. Please remember to treat each Associate with courtesy. Remember and practice the Golden Rule!

41. In the case of a Loan Officer with more than 3 years experience and with a retail/office location wants to open a branch, all the expenses and branch permits will be paid by the loan officer requesting this.

COMMUNITY LENDING GROUP, INC.

By:

\_\_\_\_\_  
YOUR (Signature)

\_\_\_\_\_  
Corporate Office

\_\_\_\_\_  
Date

## **ZERO TOLERANCE FOR LOAN FRAUD AND SEXUAL HARASSMENT IN THE WORKPLACE**

CLG takes a strong position of zero tolerance for loan fraud or sexual harassment. This policy statement must be acknowledged by You who desire to represent CLG. You must understand that each of us bears the responsibility for all of our actions and that CLG does not tolerate any activity that jeopardizes its good standing in terms of licensing, regulation, or lender approval or a fair and safe employment environment. You acknowledge your understanding that submitting a loan application containing false information is a crime!

### **LOAN FRAUD CONSISTS OF, BUT IS NOT LIMITED TO:**

- Submitting inaccurate information, including false statements on loan application(s) and falsification of documents purporting to substantiate credit, employment, deposit and asset information, personal information including identity, ownership/non-ownership of real property or other elements as required by the transaction
- Forging partially or predominately accurate information.
- Making or ignoring incorrect statements regarding current occupancy or intent to maintain minimum continuing occupancy as stated in the security instrument or supporting documentation.
- Lacking due diligence including failure to obtain all information required by the application and failure to request further information as dictated by someone's response to Your questions
- Accepting information or documentation, which is known or should be suspected to be inaccurate.
- Simultaneous or consecutive processing of multiple owner-occupied loans from one applicant supplying different information on each application
- Failing to disclose any relevant information including Your involvement in the transaction beyond acting as our representative

The effects of "Loan Fraud" are costly to all parties involved. CLG stands behind the quality of its loan production. Fraudulent loans damage our reputation with regulators, investors, and mortgage insurance providers. The price paid by those who participate in "Loan Fraud" can be even more costly. The following is a list of a few of the potential consequences that may be incurred.

### **CONSEQUENCES TO YOU**

- Immediate termination and/or possible criminal prosecution
- Loss of approval with any affected government agencies or with other investors, mortgage insurance companies, FHLMC/FNMA and government agencies as the result of information exchanges, such as MARI.

- Civil action by any injured parties to the transaction
- You will lose your license and be reported to the FBI

#### **CONSEQUENCES TO BORROWER**

- Acceleration of debt without the benefit of reinstatement (no cure for a fraud violation)
- Criminal prosecution.
- Civil action by CLG or any other affected party to the transaction
- Adverse effect on credit history

SPECIAL CONSEQUENCE REGARDING INCOME FRAUD (including STATED INCOME LOANS) All loans are subject to any and all services provided by the Internal Revenue Service under IRS code 4506 with regard to income verification. In the event that a borrower has misrepresented any income that is not in conformance with the income indicated on the borrower's tax return, borrower may be subject to one or all of the following:

- IRS audit to reconcile differences between the loan application and the tax return
- Penalties and interest if the IRS determines the borrower underpaid taxes
- Criminal prosecution for providing misinformation on the tax return or loan application

#### **SEXUAL HARASSMENT**

If You feel you are being or have been sexually harassed in the work place, you MUST CONTACT HOME OFFICE IMMEDIATELY AND REPORT IT TO MRS. MAGGIE PEREZ 727-452-8454. Reports will be held in confidence to the extent possible. Please allow a reasonable time and effort for Home Office to investigate and act accordingly.

I have read the foregoing and understand Community Lending Group's position with regard to "Loan Fraud" and Sexual Harassment.

\_\_\_\_\_  
(Your Signature)

\_\_\_\_\_  
Date

## **SUBSTANCE ABUSE POLICY**

CLG maintains a safe and productive work environment that is drug and alcohol free.

The unlawful use, possession, purchase, sale, distribution or being under the influence of any illegal drug and/ or the misuse of legal drugs or alcohol while at work or at our premises is strictly prohibited.

Substance abuse screening may be conducted as follows:

\_\_\_\_\_  
(Your Signature)

\_\_\_\_\_  
Date

**AUTHORIZATION FOR RELEASE OF INFORMATION  
INCLUDING CRIMINAL RECORDS**

In connection with Your application, You authorize CLG to solicit information about Your background, including information about Your past or present employment, education, driving record and criminal record. You hereby authorize CLG or any agent it elects to use to investigate the accuracy of the information submitted on Your application, Your resume or any other information You provide. You authorize Your current and previous employers, schools that You have attended, licensing bureaus and all credit sources to disclose to CLG or its agents such information about You as CLG or its agents may request, including medical information, and release CLG and its agents and all persons and organizations contacted from all claims and liabilities of any nature arising from such investigation or information given. You understand that a copy of appropriate information from Your driver's license is required in order to complete the investigation.

You release CLG and all persons, agencies and entities providing or interpreting information or reports about You from any and all liabilities arising out of the release of any reports or information of any kind whatsoever.

You:

\_\_\_\_\_  
(Your Signature)

\_\_\_\_\_  
Date

## POLICIES & PROCEDURES CHECKLIST

You certify and agree to the following:

1. The facts set forth in Your application and this Agreement are true and complete.
2. False, missing, or misleading statements may result in immediate termination of the Agreement.
3. You work "at will" for CLG and this Agreement may be terminated at any time with or without cause, duty, obligation, or damage against CLG.
4. You will not have a written contract for employment and there is no guaranteed time this Agreement will be in force and effect.
5. You may be evaluated during an initial probationary period to determine whether Your skills match the needs of the position.
6. CLG has a "No Drug/Alcohol Policy" that You understand — You know failing to comply may result in immediate termination of this Agreement.
7. You will immediately inform Your supervisor/Corporate Office if You suffer sexual harassment and agree to follow Your supervisor's instructions.
8. You understand and will comply with all the Rules and Regs now existing or hereafter created.

I have read and fully understand all the above pages of this Agreement, the above policies and procedures and agree to the same. I understand my failure to comply with these policies and procedures could lead to my termination and may jeopardize my insurance benefits. I understand CLG takes their responsibility seriously to provide a safe work environment and workers' compensation insurance for employees. I also understand CLG will deal promptly with legitimate claims and injuries and investigate any fraudulent claims

\_\_\_\_\_  
( Your Signature)

\_\_\_\_\_  
Date

## Authorization Release Form

You hereby authorize Community Lending Group, Inc. or their designated agents and representatives to conduct a comprehensive review of Your background causing a consumer report and/or an investigative consumer report to be generated for Corporate Office's execution of this Agreement.

You understand that the scope of the consumer report/investigative consumer report may include, but is not limited to, the following areas:

Verification of social security number: current and previous residences: employment history including all personnel files; education including transcripts; character references; credit history and reports; criminal history records from any criminal justice agency in any or all federal, state, and/or county jurisdictions; birth records: motor vehicle records to include traffic citations and registration; and any other public records or to conduct interviews with third parties relative to Your character, general reputation, personal characteristics or mode of living.

You further authorize any individual, company, firm, corporation, or public agency (including the Social Security Administration and law enforcement agencies) to divulge any and all information, verbal or written, pertaining to You to Community Lending Group, Inc. or any of their agents or designees. You further authorize the complete release of any records or data pertaining to You which the individual, company, firm, corporation, or public agency may have, to include information or data received from other sources.

You release Community Lending Group, Inc., their agents and designees, the Social Security Administration, and their agents, officials, representatives, or assigned agencies, including officers, attorneys, employees, or related personnel, both individually and collectively, from any and all liability for damages of whatever kind, which may, at any time, result to You, Your heirs, family, or associates because of compliance with this authorization and request to release. Any investigator acting under this authorization may contact You as indicated, if such person furnishes proper identification.

\_\_\_\_\_ (First)                      \_\_\_\_\_ (Middle)                      \_\_\_\_\_ (Last)                      \_\_\_\_\_ (Maiden)

Current Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Since: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Phone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ DOB: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Drivers License Number: \_\_\_\_\_ / Issued by the State of: \_\_\_\_\_

\_\_\_\_\_ (Your Signature)                      \_\_\_\_\_ Date

## NONDISCLOSURE AGREEMENT

You further agree as follows:

1. During the term of this Agreement, there may be disclosed to You certain confidential, privileged, or trade secret documents or information of CLG consisting of, but not necessarily limited to:

a) Technical information: Methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs, and research projects.

b) Business information: Customer lists, Lenders list, pricing data, electronic data, bank statements, contracts, check registers, deposit slips, sources of supply, financial data and marketing, production, or merchandising systems or plans.

2. You agree that You shall not during, or at any time after the termination of this Agreement, use for Yourself or others, or disclose or divulge to others, including future employers or employees, any trade secrets, confidential information, or any other proprietary data, information, or property of CLG. This duty and agreement survives the termination of this Agreement.

3. Upon termination of this Agreement:

a) You shall return to CLG all documents and property of CLG, including, but not necessarily limited to: drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs, loan documents and applications, and all other materials and all copies thereof relating in any way to Community Lending Group's business, or in any way obtained by You during the course of this Agreement. You further agree that You shall not retain copies, notes or abstracts of the foregoing.

b) CLG may notify any future or prospective employer or third party of the existence of this Agreement, and shall be entitled to full injunctive relief for any breach, damages, and costs and attorneys' fees whether or not suit is actually filed.

c) This agreement shall be binding upon You and Your personal representatives and successors in interest, and shall inure to the benefit of CLG, its successors and assigns.

\_\_\_\_\_  
(Your Signature)

\_\_\_\_\_  
Date

**COMPENSATION TO LOAN OFFICERS**

**FEES:**

We charge a flat fee of \$500 per transaction.

We do process all the files “no exceptions” the fees for processing files are as follow: \$495 for Conventional, \$995 for Construction Loans and Foreign National, and \$1,495 for Commercial Loans (the different prices reflects the levels of difficulty, time and paperwork load it takes per the type of transactions).

**\*FHA/VA/USDA LOANS:**

For all VA/FHA/USDA Loans \$1,495 (by regulations processing is done by a third party company \$795)

**SOFTWARE LICENSE & WEBSITE HOSTING:**

All Branch Managers, Loan Officers, and Affiliates must pay \$49.95 monthly to e-Managing Solutions, Inc. for the webhosting and Back Office Tools (1003, GFE, etc), in order to work the loans. This fee starts the day you are approved by Community Lending Group, Inc and does not expire until the day you request your termination (in case of resignation this must be in writing or via email and you must call to confirm this information was received). If for any reason your credit card on file declines one month, the system will try to collect the following month until the balance is paid.

**SETUP FEE:**

All Branch Mangers, Loan Officers, and Affiliates must pay \$500 as setup fees, this will be deducted in the first 2 loans (2 x \$250 = \$500).

**BRANCH OFFICE:**

In the event you have a received clients in your home-business or if you have a commercial location, you MUST comply with regulations and we have to get a Branch License, The FL State charge a fee of \$325 per Branch License. You must send us a check for this amount to our offices, payable to Community Lending group, Inc. In order for us to send the payment to the State.

**RESERVE FUNDS:**

Not required. You are responsible to pay all expenses directly with the third-party providers (appraisers, surveyors, title, and any other document) ordered to process a file.

**COMMITMENT:**

You are committing to work for Community Lending Group, Inc. for a minimum of 3 months and participate in the training provided by our main office and lenders.

\_\_\_\_\_  
(Your signature)

\_\_\_\_\_  
Date