



# Capital City Mortgage

## Funding Your Dreams

### 2025 Referral Partnership Agreement

**This Partnership Agreement** ("Agreement") is made and entered into as of \_\_\_\_\_ [Insert Date], by and between **Capital City Mortgage Services LLC** ("Company"), a Texas corporation with its principal office located at 610 Uptown Blvd Cedar Hill, Texas 75104, and \_\_\_\_\_ ("Referral Partner"), whose principal office is located at \_\_\_\_\_ [Partner Address].

#### Recitals

- Whereas the Company provides commercial loan services and desires to expand its business through strategic referral partnerships.
- Whereas Referral Partner agrees to refer qualified commercial loan opportunities to the Company under the terms and conditions set forth herein;

Now, therefore, in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

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#### 1. Term of Agreement

This Agreement will commence on the Effective Date and will remain in effect until terminated by either party with [30 days] written notice.

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#### 2. Referral Services

- The Referral Partner will identify and refer potential commercial loan applicants ("Leads") to the Company.
- The Leads must meet the qualifications specified by the Company for loan consideration.
- The Referral Partner shall submit Leads using the Company's approved methods and forms.

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### 3. Referral Fee

- Upon the closing and funding of a commercial loan resulting directly from a Lead referred by the Referral Partner, the Company shall pay a referral fee of **1% of the funded loan amount** to the Referral Partner.
- Referral fees will be disbursed within [**15 business days**] after the closing and funding of the loan.

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### 4. Responsibilities of Each Party

#### 4.1. Company

- Review and process referred Leads in a timely manner.
- Provide status updates to the Referral Partner regarding the Leads.
- Ensure timely payment of referral fees upon successful loan closings.

#### 4.2. Referral Partner

- Refer only legitimate and qualified Leads.
- Comply with all applicable laws, including but not limited to anti-solicitation and financial regulations.
- Avoid making any misrepresentations about the Company's services.

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### 5. Non-Exclusivity

This Agreement is non-exclusive, and either party may enter into similar agreements with other entities.

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### 6. Confidentiality

Both parties agree to protect the confidentiality of any non-public, proprietary information exchanged during the term of this Agreement.

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## 7. Indemnification

Each party agrees to indemnify and hold harmless the other from any claims, damages, or liabilities arising out of its own negligence, breach of this Agreement, or misconduct.

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## 8. Termination

This Agreement may be terminated:

- By either party, with or without cause, upon [30 days] written notice.
  - Immediately by the Company if the Referral Partner engages in unethical or unlawful behavior.
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## 9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

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## 10. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to its subject matter.

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**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.**

**Capital City Mortgage Services LLC**

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

Name: Tunita Bailey

Title: President/CEO

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

**Referral Partner**

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

Name: [Referral Partner Name]

Title: [Title]

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