

FAST-FUNDED REFERRAL PARTNERSHIP AGREEMENT

Capital City Mortgage | Powered by NEXA Mortgage
The Fast-Funded Referral Partnership Program

This Referral Partnership Agreement (“Agreement”) is entered into between:

Capital City Mortgage / Tunita Bailey (“Company”)

and

_____ (“Referral Partner”).

Effective Date: ____ / ____ / ____

1. PROGRAM OVERVIEW

The Fast-Funded Referral Partnership Program allows the Referral Partner to introduce potential mortgage and/or commercial loan clients to Capital City Mortgage in exchange for a referral fee paid at closing.

The Referral Partner is **not an employee** of Capital City Mortgage and will operate as an **independent contractor**.

2. REFERRAL COMPENSATION

A. Residential Loans (Up to \$500,000)

- **\$250** – First closed referral
- **\$500** – Second closed referral
- **\$750 each** – Third and all subsequent closed referrals

No limits on monthly earnings.

B. Commercial Loans

- Commercial Loans **\$500,000 – \$999,999: \$1,000 flat fee**
- Commercial Loans **\$1,000,000+: 1% of the loan amount**

Examples:

- \$1M → \$10,000 referral fee
- \$5M → \$50,000 referral fee
- \$10M → \$100,000 referral fee

All payments are made **after closing** and confirmation of funds received by Capital City Mortgage.

3. REFERRAL PROCESS

To qualify for compensation:

1. Referrals must be submitted through the designated partner link or referral form.
 2. The Referral Partner must be the **first source** of the introduction.
 3. Referral Partner may not discuss rates, terms, underwriting, or structure loans (to avoid mortgage licensing requirements).
 4. Capital City Mortgage maintains full control over acceptance or decline of any potential client.
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4. INDEPENDENT CONTRACTOR CLASSIFICATION

The Referral Partner:

- Is not an employee, agent, or representative of Capital City Mortgage.
 - Will receive a **Form 1099-NEC** for all compensation earned.
 - Is responsible for their own taxes, insurance, and obligations related to business income.
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5. DIRECT DEPOSIT PAYMENT AUTHORIZATION

The Referral Partner authorizes Capital City Mortgage to deposit all referral earnings via ACH/direct deposit.

Bank Name: _____
Account Holder Name: _____
Account Type: Checking / Savings
Routing Number: _____
Account Number: _____

By signing below, the Referral Partner authorizes direct deposit and certifies that the banking information provided is accurate.

6. CONFIDENTIALITY

The Referral Partner agrees to maintain strict confidentiality regarding:

- Client information
- Loan terms
- Company operations
- Proprietary systems, processes, and data

Confidentiality survives termination of this Agreement.

7. PROHIBITED ACTIONS

The Referral Partner **shall NOT**:

- Present themselves as a licensed loan officer
- Quote rates, terms, or fees
- Collect or process loan applications
- Engage in activities that require mortgage licensure
- Guarantee loan approvals
- Make false, misleading, or deceptive representations

Violation may result in immediate termination and forfeiture of unpaid compensation.

8. TERM & TERMINATION

This Agreement becomes effective on the date signed and continues until terminated by either party with written notice.

The Company may terminate immediately for:

- Misconduct
- Fraudulent activity
- Misrepresentation
- Violation of state/federal lending laws
- Breach of agreement

Any earned fees prior to termination will be paid per this Agreement.

9. LIMITATION OF LIABILITY

Capital City Mortgage is not liable for:

- Unapproved loans
 - Transaction delays
 - Lost income
 - Client decisions or withdrawals
 - Any damages exceeding the amount of referral compensation paid
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10. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Texas, unless otherwise required by applicable federal law.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all prior verbal or written agreements.

SIGNATURES

Referral Partner Name: _____

Phone: _____

Email: _____

Referral Partner Signature: _____

Date: ____ / ____ / ____

Capital City Mortgage Representative:

Tunita “Ms. B The Money Lady” Bailey

President & CEO

Signature: _____

Date: ____ / ____ / ____