



**Mortgage Borrower Relationship**  
Disclosure Document / Service Agreement / Client Consent

Between:  
**Indi The Independent Mortgage Company Ltd. o/a Indi Mortgage**  
and

\_\_\_\_\_  
(name or names)

This Agreement begins on \_\_\_\_\_ It ends on the funding of the loan, mortgage or other financing.  
(insert date: DD/MM/YY)

**MORTGAGE BROKERAGE'S ROLE**

The mortgage brokerage and its representative's role and obligations to the borrower and the lender will vary depending on the nature of the service relationship between the mortgage brokerage and the lender or borrower. This is not intended to be an all-inclusive list but in general terms the following document describes the mortgage brokerage's role and resulting obligations to you.

**NATURE OF RELATIONSHIP**

The brokerage and I will act as an

- INTERMEDIARY working on behalf of the borrower and lender(s) who have authorized us to offer their mortgage products to borrowers.  
OR  
 The borrower but not the lender.

Our duties to you, the borrower, include the following:

- Be honest;
- Exercise reasonable care and skill;
- Gather your intended property and financial information to determine the lending options available to you;
- Disclose and explain appropriate options for your consideration, complete and submit documentation to the lender; and
- Keep you informed of the progress of your application.

Our duties to the lender are:

- Be honest;
- Exercise reasonable care and skill;
- Complete and submit documentation to the lender;
- Disclose what steps were taken to verify information and documentation as part of the application process; and
- Keep the lender informed of the progress of the application.

Your responsibilities:

- Communicate and cooperate with us;
- Be honest;
- Give us personal and financial information and keep us updated on any changes.

Personal and confidential information:

- You give your consent to us to collect, maintain, use, and disclose your personal information for the purpose of this Agreement and for all uses consistent with arranging and/or renewing loans, mortgages or other financing.
- You agree we will collect your personal information from any person or source that has personal information about you. You authorize them to release your personal information to us.
- You agree we can provide your personal information and financing application to each potential lender, insurer, insurance agent/broker or service provider, and they may receive this information and maintain records relating to you, including your Social Insurance Number if you provide it.
- You agree, each potential lender, and we can verify any information from any source for the purposes of this agreement and arranging and/or renewing loans, mortgages or other financing.
- You agree we will retain your personal information for safe keeping in accordance with the Provincial Real Estate Acts, Personal Information Protection Act (PIPA) and the Personal Information Protection and Electronic Documents Act (PIPEDA), whether or not your financing is approved or funded. We will not:
  - Give out any of your confidential information without your consent, unless required by law.
  - Use confidential information we receive from you or that we get from performing under this agreement for any other purpose than those in this agreement unless you agree in writing.
- Our duty to keep your information confidential continues after this agreement ends.
- You understand the use of the information is to determine your credit eligibility.
- You agree that your personal information may be retained by both Indi The Independent Mortgage Company Ltd (Indi Mortgage) and the Mortgage Broker/Associate if the agent leaves, unless you expressly indicate the termination of the relationship and choose to opt out of the Mortgage Broker/Associate retaining your records.

**As part of the acknowledgement below I/we hereby authorize you to keep in touch with information about my mortgage, current market conditions or financing product options that might be relevant to me via phone or electronic messages. This consent is intended to be 'express consent' as contemplated under Canada's Anti-Spam Legislation. This consent is granted until I expressly withdraw it and will survive the term of this agreement.**

I/we agree \_\_\_\_\_ (Initials)

I/we do not agree \_\_\_\_\_ (Initials)

**OTHER**

**Fees**

Unless otherwise agreed, you will be responsible for Appraisal Fees, Lawyer Fees and Title Insurance Fees. Any additional fees, if any, will be clearly outlined to you.

**How we are paid:**

- We will be paid a commission by the lender (lender direct to brokerage)
- We will be paid by charging you a fee of \$ \_\_\_\_\_ or \_\_\_\_\_ % of \_\_\_\_\_
- This fee is refundable upon successful funding of your mortgage  YES  NO  N/A

**AUTHORIZATION AND ACKNOWLEDGEMENT**

I/we authorize the brokerage to obtain a credit report/bureau for the purposes of my/our mortgage application and I/we authorize the brokerage to exchange such credit information with potential mortgage lenders, mortgage insurers or service providers for the purpose of securing mortgage financing. \*\*Please note: Credit bureau inquiries will show as AXIOM MORTGAGES - Calgary on your credit bureau.

You agree we may advise your Realtor and Lawyer or other ( \_\_\_\_\_ ) about the progress of your application.

**EARLY END TO THIS AGREEMENT**

Despite the end date listed at the beginning of this agreement, the agreement ends immediately if any of the following happen:

- we both agree in writing to an earlier end date.
- our license to deal in mortgages is suspended or canceled.
- we are bankrupt, insolvent, or we are in receivership.
- you materially breach this agreement and we give you written notice to end it, or we materially breach this agreement and you give us written notice to end it.

If the agreement ends for any of these reasons, there will be no effect on our rights and your rights under this agreement.

**OTHER DETAILS ABOUT THIS AGREEMENT**

- Words in the singular meaning may be read as plural when required by the context.
- Any future changes to this agreement must be in writing and signed by both parties to be effective.
- You agree that the information provided to us and the financing application is true and correct.
- You have read and received a copy of this Agreement.

**LIFE INSURANCE/DISABILITY INSURANCE OPTIONS**

I/we acknowledge that I/we have the opportunity to purchase life and disability insurance during my/our mortgage transaction. Furthermore, I/we understand that we are under zero obligation to purchase any insurance coverage but will not hold the Broker or its employees liable for my/our decision.

**TESTIMONIAL CONSENT**

I understand that you strive to lead the mortgage industry in terms of professional advice and outstanding customer service, and I may provide a testimonial to you. I hereby authorize you to copy, exhibit, publish or distribute the Testimonial for the purposes of publicizing your programs or for any other lawful purpose. These statements may be used in printed publications, multimedia presentations, on websites, or any other distribution media.

**ACKNOWLEDGEMENT**

Mortgage Broker/Associate's Name: Sherry Jenkins

Mortgage Broker/Associate's Signature: Sherry Jenkins Date: \_\_\_\_\_

Borrower Name: \_\_\_\_\_ Co-Borrower Name: \_\_\_\_\_

Borrower Signature: \_\_\_\_\_ Co-Borrower Signature: \_\_\_\_\_

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