



Program Application and Agreement

Dealer Services Program Benefits

- **Lender Relationships** – As a large aggregator of Home Improvement financing programs, Dealer Services has a tremendous depth of knowledge of the Lender community. The Dealer benefits from this by always having access to the absolute best lending programs available.
- **Customer Approvals** – The Dealer Services System will find the best possible approval for each specific customer. Dealers can be confident that the best possible loan scenario is being presented to their client.
- **Save Time and Money** – Why waste time shopping customer financing when you can be engaged in the day-to-day activities of your business? It’s important to find great financing options, but it’s tremendously time-consuming and expensive. With Dealer Services you have the best financing options available, and you’ll only pay a small monthly fee.

Dealer Services Dealer Requirement

- All Contractors must have been in business, current corporate structure, for over two years.
- Contractor must have a clean BBB, with all open issues addressed as to specific actions and timeframes for consumer satisfaction.
- State Attorney General Background check with no open issues.
- LexisNexis is run on each organization with particular interest paid to past business relationships.
- Personal Credit on all Owners / Partners in Sole Proprietorships, S-Corp’s and LLC’s. C-Corp’s are exempt from personal background checks.
- Min. three trade references with current pay history. Credit limits must be commensurate with stated volume.
- Must have existing, or willing to establish, relationship with any system compliant Credit Reporting Institution.

Please return the following items, via fax, to:

Compliance Department
Dealer Services, LLC
 Fax: **800 651-6280**

- _____ Completed **Dealer Application** and **Service Agreement**, including **Exhibits (A,B, and C)**.
- _____ Most recent **Balance Sheet** and **Profit & Loss Statement**.
- _____ Copy of **Liability / Workers Compensation insurance**, \$500,000 min. coverage.
- _____ Provide copy of your **Sales Contract**, including compliant “Notice of Right To Cancel”.
- _____ Provide copy(s) of any **Trade** or **Contractor Licenses** if required by state law.

Thank you for your interest.



Dealer Application

FEIN _____ - _____

Legal Name of Business _____

Trading As or D/B/A Name(s) _____

Street Address _____
 _____ , _____

Phone () _____ - _____ Fax () _____ - _____

Corp. E-Mail _____ @ _____ . _____ Corp Web Site www. _____ . _____

Year Founded _____ Legal Form Corporation/LLC Partnership Sole Proprietor

Type(s) of Products Sold _____

Average Number of Annual Installations _____ Average Job Size \$ _____

Annual Sales < \$500,000 \$500,000 to \$2,000,000 > \$2,000,000

Net Worth (Company) < \$50,000 \$50,000 to \$250,000 > \$250,000

Geographic Market Area _____

PRINCIPALS

Name	Title	% Ownership	SS Number
_____	_____	_____ %	_____ - _____ - _____
_____	_____	_____ %	_____ - _____ - _____
_____	_____	_____ %	_____ - _____ - _____

CONTACTS

Sales / Installation Manager

_____ Name _____ E-Mail _____ @ _____ . _____ Phone () _____ - _____

Document / Funding Contact

_____ Name _____ E-Mail _____ @ _____ . _____ Phone () _____ - _____

SUPPLIER REFERENCES

Company	Contact Person	Phone
_____	_____	() _____ - _____
_____	_____	() _____ - _____
_____	_____	() _____ - _____

Trade Association Memberships

Other Financing Programs Offered (Lenders)

Typical Percentage of All Jobs / Installations Financed _____ %

All Signatures Authorized to Assign Contracts:

(Signature) _____ **(Printed Name/Title)** _____

(Signature) _____ **(Printed Name/Title)** _____

(Signature) _____ **(Printed Name/Title)** _____

I certify that the above information is true and correct, and understand that Dealer Service, LLC, and their assigns, may verify the information provided. The individuals or organizations/agencies providing this information are also released from any liability related to their disclosure of the information requested. The information received may include, but is not limited to credit reports obtained from credit reporting agencies (CRA).

I understand that a consumer report may be prepared summarizing this information. I may request a copy of any report that is prepared regarding me and may also request the nature and substance of all information about me contained in the files of the consumer reporting agency. I understand that proper identification will be required and that I should direct my request to Dealer Services, LLC, 4422 W. 46th St., Chicago, IL 60632, (773) 260-0240. I agree that a photocopy of this authorization can be accepted with the same authority as the original.

Whereas, Dealer engages in the sale and installation of residential property improvement goods and services ("Products").

Whereas, Dealer offers, or desires to offer, credit sale purchase options to its customers through the use of in-home, retail installment sales contracts in order to assist such customers in purchasing Products from Dealer.

Whereas, Dealer Services, LLC is in the business of assisting Dealer in offering in-home, retail installment sales contracts in the following areas:

- Introduction and delivery of lending program information.
- Assessment of customer viability under pre-determined, by Lender, program parameters.

Whereas, Dealer Services, LLC does not determine, or imply, ability of Borrower to provide repayment under the terms set forth in any installment sales contract or direct loan program.

Whereas, Dealer Services, LLC does not guarantee the performance of any Borrower on any installment sales contract or direct loan program.

Whereas, Dealer Services, LLC does not guarantee the performance of the Dealer in the sale and installation of Products. I agree that the terms set forth above constitute the entire agreement of the parties with respect to the matters herein.

Authorized Signer (Signature) _____

Date _____ / _____ / _____

Print Name _____

Company/Title _____



Service Agreement

This Service Agreement ("Agreement") is made this ____ day of _____, 20__ between _____, a _____ with a principal place of business at _____ ("Dealer"), and Dealer Services, LLC, an Illinois limited liability company with a principal place of business at 4422 W. 46th St., Chicago, IL 60632 ("Service Provider").

Explanatory Statement

Dealer is in the business of providing home improvement services and desires to provide financing to its customers for the cost of the services it provides in accordance with applicable local, state, and federal laws. Service Provider is in the business of facilitating consumer finance transactions. Dealer desires to retain Service Provider to facilitate financing transactions for Dealer's customers on the terms and conditions set forth in this Agreement.

Now, Therefore, in consideration of the mutual promises, covenants and undertakings provided hereinafter, Dealer and Service Provider agree as follows:

Section 1: *Scope of Services*

Service Provider agrees to provide the following services to Dealer:

- A. Dealer Enrollment Services: these services include assisting Dealer with the paperwork necessary to obtain approval to provide the loan programs available from specific lenders. Service Provider shall collect and provide the appropriate enrollment forms from the lenders, assist Dealer in filling out the forms, outline supporting documents needed by the lenders for Dealer approval, and follow up with the lenders and Dealer regarding the status of Dealer's approval after all necessary forms are completed by Dealer and submitted to lenders. In addition, Service Provider will assist Dealer in submitting to Approved Lenders annual information updates as may be required from time to time by Approved Lenders.
- B. Applications by Internet Service: this service includes taking initial information from Dealer's customers for the purpose of submitting loan applications on their behalf for financing approval from Lenders.

Notwithstanding anything to the contrary contained herein, Dealer is responsible for communication with its customers regarding loan costs and terms, and any documents related to loan processing (unless otherwise requested by Dealer of an Approved Lender) for offers made by lenders that Dealer is approved to do business with ("Approved Lenders").

Section 2: *Interaction with Lenders*

In consideration of the services to be provided by Service Provider pursuant to this Agreement, Dealer agrees that, during the term of this Agreement, it shall not contact any Approved Lenders or other lenders that Service Provider has proposed that Dealer work with intent to execute an agreement to provide home improvement financing outside the terms put forth in Agreement. In the event that Dealer breaches the restrictions set forth in the preceding sentence, Dealer agrees to pay to Service Provider, on demand, the sum of \$150.00 for each home improvement finance transaction initiated with a lender without involving Service Provider.

Communications with Approved Lenders regarding dealer approval process, loan status, stipulations, document preparation, loan processing and loan funding can be performed by either the Dealer or Service Provider.

Dealer Initials: _____

Section 3: Loan Application Procedures

In the event that a customer of Dealer desires to obtain financing for a home improvement project through Dealer, Dealer shall provide Service Provider with a completed loan application for such customer using the forms provided by Service Provider. Service Provider will then submit the completed application to one or more Approved Lenders selected by Service Provider in its sole and absolute discretion. Dealer acknowledges and agrees that Service Provider is simply a facilitator and not involved in credit decisions or the business of lending, and that it therefore does not and cannot guarantee approval of any loan application. The decision to approve or reject any loan application is in the sole discretion of the Approved Lenders.

Section 4: Loan Terms

In the event that an Approved Lender approves an application for a loan from a customer of Dealer, the term of the loan, the interest rate to be charged and the repayment terms for such loan shall be established by the Approved Lender.

Section 5: Payment for Services

In consideration of the services to be provided by Service Provider, Dealer agrees to pay to Service Provider the fees described on Exhibit A attached to this Agreement. In the event Dealer desires to pay by credit card and/or direct withdrawal from account, it shall complete the authorization form attached hereto as Exhibit B. All other fees in connection with any loan that are not billed as bona fide third party to a customer of Dealer shall be paid by Dealer.

Section 6: Representations and Warranties

Dealer represents and warrants to Service Provider that the following representations and warranties are true and correct on the date of execution of this Agreement, and shall be true and correct as of the date of each delivery by Dealer to Service Provider of a loan application or other information for lender enrollment or lender update:

- A. Dealer is a legal entity duly organized, validly existing and in good standing under the laws of the state in which it is organized and has all licenses necessary to carry on its business as now being conducted, and that it is licensed, qualified and in good standing in the jurisdiction in which services are to be provided to its customers.
- B. No approval of the transactions contemplated by this Agreement from any regulatory authority having jurisdiction over Dealer or any other person is required or, if required such approval has been or will be obtained.
- C. There are no actions, suits, proceedings or investigations pending or, to the best of Dealer's knowledge, threatened against or affecting Dealer or its assets, the adverse outcome of which would have any material effect on Dealer's financial condition or its ability to provide home improvement services or to perform its obligations under this Agreement.
- D. Dealer has never been disqualified, excluded or suspended from being able to participate in loan programs offered by any provider of home improvement loans.
- E. All information and documentation contained in or submitted with loan applications on behalf of Dealer's customers, and all other information and documentation that Dealer has provided to Service Provider, is genuine, accurate, and complete.

Section 7: Covenants

Dealer covenants to Service Provider that during the term of this Agreement:

- A. Dealer shall immediately notify Service Provider of any material change in the management or ownership of Dealer or in Dealer's financial condition.
- B. Dealer shall cooperate with Service Provider in furnishing of documents and information as requested from time to time by Service Provider and shall comply with all procedures established by Service Provider for closing loans pursuant to this Agreement.
- C. During the term of this Agreement, Dealer shall possess and maintain, at no expense to Service provider, fidelity bond coverage and errors and omissions insurance, and shall furnish evidence of such insurance to Service Provider. Service Provider shall be named as an additional insured on such insurance. Such policies shall be in reasonable amounts, with acceptable standard coverages, satisfactory to Service Provider. Dealer shall immediately notify Service Provider of changes or cancellations thereof.

Section 8: Confidentiality

Service Provider agrees to hold in confidence and not disclose or utilize for its own or anyone else's benefit any Confidential Information (as hereinafter defined) except as necessary to provide the services contemplated herein, or as required pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction. As used herein, the term "Confidential Information" means and includes any and all of Dealer's pricing and financial data, as well as Dealer's customers' information included on loan applications, or that is otherwise disclosed by Dealer or a customer of Dealer to Service Provider. Notwithstanding the foregoing, information and/or data shall not be considered Confidential Information if such information and/or data is known by Service Provider at the time of receipt from Dealer and/or its customer, is or becomes a part of the public domain through no direct or indirect act or omission of Service Provider, is received by Service Provider from a third party, or is independently developed by Service Provider.

Section 9: Indemnification

Dealer agrees to indemnify, defend and hold Service Provider and its officers, members, managers, employees and agents harmless from and against all losses, expenses, damages, liabilities, causes of action and costs (the "Indemnified Parties"), including attorney's fees, incurred by any of the Indemnified Parties in connection with or as a result of (1) the failure of any instrument evidencing or securing a loan to constitute a valid and binding obligation, or (2) any breach of this Agreement, or (3) any claim asserted under applicable deceptive trade practices and consumer protection acts based on the acts or conduct of the Dealer, (4) any dispute by a customer of Dealer regarding the fee paid by Dealer to Service Provider pursuant to this Agreement, or (5) the services provided by Dealer to its customers.

Section 10: Term and Termination

The term of this Agreement commences on the date first set forth above and shall continue until terminated by either party in accordance with this Section. Either party may terminate this Agreement at any time upon 30 days prior written notice to the other party. Notwithstanding the foregoing, (1) the termination of this Agreement shall not relieve Dealer from the obligation to pay for the services provided by Service Provider through the date of termination, and (2) Service Provider shall continue to provide the services contemplated herein regarding any loan applications that are pending as of the date of termination, and Dealer agrees to pay for such services in accordance with the terms of this Agreement.

Section 11: Miscellaneous

- A. **Notices:** All notices, requests, demands, claims and other communications hereunder (“Notices”) shall be in writing. Any Notice hereunder shall be deemed duly given (i) upon receipt if delivered in person; (ii) upon the third business day after being sent if sent by registered or certified mail, return receipt requested with postage thereon prepaid; or (iii) on the next business day if sent by Federal Express or similar overnight courier service; in each case addressed to the intended recipient at the address set forth under the recipient’s signature on this Agreement (or to such other address as the intended receipt may request by way of Notice delivered in accordance with this Section).
- B. **Governing Law/Venue:** This Agreement shall be governed by and construed in all respects in accordance with the laws of the State of Illinois, without regard to conflicts of law principles. The parties hereby consent that the sole proper venue and jurisdiction for any disputes arising hereunder or related hereto shall be in the federal and state courts situated in the County of Cook, State of Illinois.
- C. **Captions:** Section titles, captions and headings contained herein are inserted as a matter of convenience and are for reference only and they do not define, limit, extend or describe the scope of this Agreement or any provision hereof.
- D. **Assignment:** Dealer may not assign this Agreement or any right, interest or benefit under this Agreement, nor delegate any of its duties or obligations hereunder, without the prior written consent of Service Provider. Notwithstanding the foregoing, in the event of the sale or other transfer of all or substantially all of the assets of Dealer, it shall require that the entity acquiring its assets assume Dealer’s obligations hereunder as a condition to such acquisition. Except as permitted by the foregoing, any attempted assignment or delegation shall be null, void, and of no effect. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the Parties.
- E. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and no terms, conditions or provisions other than those expressly contained herein shall be deemed to be part of this Agreement. This Agreement supersedes any prior agreements between the parties.
- F. **Amendments:** Neither this Agreement nor any of the terms or conditions hereof may be waived, amended or modified except by means of a written instrument duly executed by both parties.
- G. **Survival:** The provisions of Sections 5 through 9 and this Section 11, as well as any rights, obligations and duties that by their nature extend beyond the termination or expiration of this Agreement, shall survive the termination of this Agreement and remain in effect thereafter.
- H. **Cumulative Remedies:** The remedies set forth in this Agreement are cumulative and shall be in addition to any and all other remedies available at law or in equity.
- I. **Further Assurances:** The parties, without further consideration of any kind, shall each execute and deliver, or cause to be executed and delivered, such other instruments, and take, or cause to be taken, such other action, as shall reasonably be requested by another party hereto to more effectively carry out the terms and provisions of this Agreement.
- J. **Severability:** Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and

provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

- K. Relationship of Parties: Each party is an independent Dealer and not an agent or partner of, or joint venturer with, the other party for any purpose, and neither party by virtue of this Agreement shall have any right, power, or authority to act or create any obligations, express or implied, on behalf of the other party.
- L. Time of the Essence: Time is of the essence of this Agreement and of each and every provision hereof.
- M. No Third Party Beneficiaries: This Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns
- N. Counterparts: This Agreement may be executed in any number of counterparts, which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page by facsimile or electronic means shall be effective as delivery of a manually executed counterpart.
- O. Attorney's Fees and Expenses: If any party hereto shall bring suit against the other party as a result of any alleged breach or failure by the other party to fulfill or perform any covenants or obligations under this Agreement, then the prevailing party obtaining judgment in such action shall be entitled to receive from the non-prevailing party, reasonable attorney's fees incurred by reason of such action and all costs of suit and preparation at both trial and appellate levels.

[remainder of page intentionally left blank – signature page follows]



IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and date first above written, thereby acknowledging their acceptance of the terms and conditions set forth herein.

Dealer: _____

By: _____

Its: _____

Address for Notices:

[_____]

Attn: _____

Dealer Services, LLC

By: _____
Patrick O'Malley, Member

Address for Notices:

Dealer Services, LLC
4422 W. 46th St.
Chicago, IL 60632
Attn: Patrick O'Malley

Exhibit A to Service Agreement

Dealer Fee Schedule

Lender Approval

Program Approval: **\$100 upon Approval**

Monthly Subscription

Monthly Subscription Fee: **\$250 per Month**

Initial Monthly Subscription Fee will be due in the month that follows a Trial Period. Trial Period will begin on date of Dealer Approval and is inclusive of Weekends and Holidays. Monthly Subscription Fee will be due on the 5th business day of each subsequent month.

Example: January 4th Approval Date – Trial Period ends January 19th – First Fee due February 5th

January 18th Approval Date – Trial Period ends February 2nd – First Fee Due March 5th

If additional fees charged by a lender during the approval process these fees will be in addition to the fees above. All fees will be disclosed prior to funding.

Exhibit B to Service Agreement

Fee Payment Authorization Form

Dealer Services requests that Dealer completes either the Credit Card Payment or Direct Withdrawal Option. *Both forms should not be completed.*

Credit Card Payment Option

The undersigned hereby authorizes Dealer Services, LLC to charge my credit card for the amount of any loan fees when payable as specified in the Dealer Program Agreement dated ___ / ___ / ___, entered into between Dealer Services, LLC and _____ (Dealer).

Visa Master Card Discover

Account Number _____

Expiration Date ___ / ___ / _____

CVV Number _____

Account Name _____

Billing Address _____

_____, _____

Authorized Signer _____ (Print Name)

Day Phone (_____) _____ - _____

Signature: (x) _____

Date _____ / _____ / _____

Direct Withdrawal Authorization Form

I (we) hereby authorize Dealer Services, LLC to initiate entries to my checking/savings account at the financial institution listed below, and, if necessary, initiate adjustments for any transaction credited/debited in error.

This authority will remain in effect until Dealer Services, LLC is notified by me (us) in writing to cancel it in such time as to afford Dealer Services, LLC and the financial institution a reasonable opportunity to act on it.

I (we) acknowledge that the origination of transactions to my (our) account must comply with the provisions of U.S. Law.

Please attach a copy of a VOIDED Check to the form.

Name of Financial Institution

Address of Financial Institution

Financial Institution Routing Number: _____

Account Number: _____

Checking Savings

Fee(s) are in accordance with Exhibit A of my (our) Service Agreement dated ____/____/____ .

Signature(s)

Name (Please Print)

Company (Please Print)

____/____/____
Date

Exhibit C to Service Agreement

Important: Contractor must have existing account with a Credit Report vendor compatible with the Dealer Services software platform. If a Contractor doesn't currently have an account, or the vendor is not compatible, Dealer Services will assist in establishing an account with our Provider at preferred pricing.

Approved Credit Platforms All other credit providers will require additional programming at Dealer's expense.

- First American Credco
- TransUnion (Direct Account w/ TransUnion Only, not through a Reseller)
- Equifax (Direct Account w/ Equifax Only, not through a Reseller)
- Experian (Direct Account w/ Experian, not through a Reseller)

<input type="checkbox"/> Enable Credco	
Account Identifier	
Account Password	

<input type="checkbox"/> Enable Equifax Credit Pull	
Member Number	
Security Digits	

<input type="checkbox"/> Enable TransUnion Bureau Pull	
TU User Name	
TU Purpose Code	
TU Market	
TU Submarket	
TU Industry Code	
TU Member Code	
TU Subscriber	
AKA Password	

<input type="checkbox"/> Other Credit Provider (Please List Field Name and Value)	