



Financing For Customer:

DEALER APPLICATION

DAVE OR JESSE

PLEASE COMPLETE OUR APPLICATION AS SOON AS POSSIBLE AND
FAX TO THE BELOW LISTED FAX NUMBER.

Telephone: 1-800-262-1655 **Fax: 1-800-262-1656**

Business Name _____ Phone# _____

Address _____ Fax # _____

City _____ State _____ Zip _____

WEBSITE ADDRESS _____ EMAIL ADDRESS _____

Contractors License # _____ Classification _____

Type of Business _____ Federal Tax ID # _____

Date Company was formed _____

Sole Proprietorship _____ Partnership _____ Corporation _____

**If in business less than 2 years, please attach to this package of information, a complete resume of past business experience of the principals and/or owners.*

PRINCIPALS/OWNER(S):

Name _____ Title _____

Home Address _____

City _____ State _____ Zip _____

Home Phone# _____ Social Security # _____

Name _____ Title _____

Home Address _____

City _____ State _____ Zip _____

Home Phone# _____ Social Security # _____

SUB-CONTRACTOR REFERENCES:

Name _____ Phone # _____

Address _____ Fax # _____

City _____ State _____ Zip _____

Name _____ Phone # _____

Address _____ Fax # _____

City _____ State _____ Zip _____

TRADE REFERENCES: (Name of suppliers of major products being financed)

Name _____ Phone # _____

Address _____ Fax # _____

City _____ State _____ Zip _____

Name _____ Phone # _____

Address _____ Fax # _____

City _____ State _____ Zip _____



BANKING INFORMATION:

Bank _____ Phone# _____
Address _____
City _____ State _____ Zip _____

FINANCING SOURCES: (Either currently using or have used before)

Company _____ Phone# _____
Address _____ Fax# _____
City _____ State _____ Zip _____

Company _____ Phone# _____
Address _____ Fax# _____
City _____ State _____ Zip _____

ANNUAL VOLUME OF FINANCED BUSINESS = \$ _____

AVERAGE DOLLAR AMOUNT OF FINANCED SALE = \$ _____

Geographical Sales Area: _____

Do you have additional branches? YES _____ NO _____

THE FOLLOWING ITEMS MUST BE SUPPLIED WITH THE APPLICATION:

1. Copy of your contractors license (Not applicable in states with no licensing)
2. Copy of your business license (Not applicable in states with no licensing)
3. Copy of your Bond

Please call should you require our assistance in the preparation of this dealer application or if you have any questions.

The under-signed firm and its principals apply for an approved dealer status with Lyon Financial Service and the funding companies they may chose. Verification of the information provided on this application may be obtained from any source Lyon should need to complete the documentation necessary for final dealer approval.

Dealer _____
Signed by _____
Title _____
Date _____

Your Company can be added to our website and enjoy the benefits of free advertising!

Would you company like to be added to our website? Yes _____ or No _____

Please sign Authorization to do so below:

Owner/Principal: _____

Date: _____

**CUSTOMER FINANCE PROGRAM
CONTRACTOR AGREEMENT**

AGREEMENT made as of _____ between _____ ("Contractor") and Lyon Financial Service ("Company").

In consideration of the mutual promises herein, Contractor and Company agree as follows:

1. SCOPE OF PARTICIPATION

The Contractor shall participate in the Financing Program in accordance with the following criteria:

- A. Contractor certifies that Contractor has completed the orientation and training related to the Financing Program provided by the Lender and/or Company and will comply with the training.
- B. Contractor shall mention the Financing Program to all eligible Customers.
- C. Customer shall meet the following criteria: (residency, etc) _____
- D. Equipment eligible for financing: _____
- E. Contractor Responsibilities:
 - (1) Ensure all employees are advised of the requirements related to offering the Financing Program to Customers.
 - (2) Contractor is prohibited from preparing or disseminating any written materials regarding the Financing Program other than those provided or approved by Company.
 - (3) Contractor shall not discuss with the Customer the likelihood of approval, applicable interest rate, or any terms or conditions of the Financing Program.
 - (4) Contractor shall limit discussion with Customer related to the Financing Program only to provide the Program phone number, Lender name and address to Customer.
 - (5) If Contractor receives any information related to Customer's loan; Contractor shall treat such information as confidential and shall not disclose it to any third party.
 - (6) Contractor will not take any Loan application information from Customers or pull any credit reports on Customers prior to the time that Customer applies to Bank and has been declined for a Loan.
 - (7) Contractor shall not assess any Loan related fee to Customer.
- F. Contractor may offer certain financing options to Customers for a specific promotional period as directed by Company. These loan payment options will be available to eligible Customers who provide the correct promotional code (provided to Contractor by Company) during the promotional period. The following loan payment options ("Loan Payment Options") may be authorized by Company from time to time:
 - (1) 90 days same as cash ("SAC 90"),
 - (2) 180 days same as cash ("SAC 180"),
 - (3) 365 days same as cash ("SAC 365"),
 - (4) 18 months same as cash ("SAC 18 Month"),
 - (5) 180 days same as cash flex Loan (a flex loan allows for the Loan to be disbursed to the Customer in two advances, the first of which cannot exceed fifty percent (50%) of the Loan amount and the sum of which equals the Total Commitment Amount where the minimum Total Commitment Amount may not be less than four thousand dollars (\$4,000.00) and the minimum amount of the first advance may not be less than one thousand dollars (\$1,000.00)) ("SAC/FL 180"),
 - (6) 365 days same as cash flex Loan ("SAC/FL 365"),

(7) 18 month same as cash flex Loan ("SAC/FL 18 Month"), and

(8) 365 days deferred first payment ("DFP 365").

G. A non-refundable fee will be charged to the Contractor by EnerBank USA on each Loan closed pursuant to a Loan Payment Option except that such fee will be charged for each advance closed under any Loan Payment Option that is a flex loan (regardless of whether or not the Customer pays off the Loan within the "Same as Cash" time period). Before the end of each calendar month, Company will disclose in writing to Contractor the amount of the fee to be in effect for each Loan Payment Option for Loans approved during the next calendar month. The fee is due and payable to EnerBank USA on the date any Loan to one of your Customers closes (or the date any advance closes under a flex loan) according to the instructions set forth in the Fee Payment Authorization Form executed by you.

H. Any Loan Payment Option may be suspended and restarted by Company at any time and may be suspended and restarted by Contractor at any time during the specific promotional period as directed by Company with 15 days written notice to Company. All information provided to Customer by Contractor related to any Loan Payment Option shall be in accordance with the training provided by EnerBank USA or Company.

I. Contractor agrees to pay a one time non refundable setup fee to Company of four hundred ninety five dollars and no cents.

2. TERM AND TERMINATION

Either party to this Agreement may terminate this Agreement by providing thirty (30) days written notice to the other. Notwithstanding anything herein to the contrary, Company may terminate Contractor's participation in the Financing Program at any time and for any reason.

3. INDEPENDENT CONTRACTOR

This Contract does not and shall not be construed to establish a partnership, joint venture, agency relationship or other form of business association between Contractor and Company. This Contract shall constitute the Contractor an independent contractor.

4. CHANGES IN THE CONTRACT/ ASSIGNMENT/SUBCONTRACTING

The terms of this Contract shall not be changed, superseded or supplemented, except in writing, signed by the parties hereto. This Contract shall not be assigned without Company' written consent. Any such attempted assignment without such consent shall be void and of no effect.

5. INDEMNITY/INSURANCE

The Contractor hereby agrees to indemnify and hold Company harmless with respect to any claims, expenses (including attorney's fees), liability or damages arising out of (i) any representation or warranty of Contractor contained in this Agreement being false or misleading in any material respect, (ii) the failure of Contractor to comply with any of its covenants contained herein, or any applicable federal, state, or local law, rule or ordinance, unless such failure was attributable to negligence, fraud or other misconduct of Company, its employees and agents, (iii) the negligence, fraud, or other misconduct of Contractor or any of its employees, subcontractors or agents, or (iv) any defect in the goods sold by Contractor or in any services performed in connection therewith, or any breach of any express or implied warranty in connection with any such goods or services.

The Contractor shall procure and maintain at its expense during the term of this Contract, the following types of insurance: _____ The Contractor shall provide Company with a certificate of insurance evidencing such insurance coverage as provided for herein and evidence of renewals thereof.

The provisions of this Section 5 shall survive termination of this Contract.

6. PERMITS AND LAWS; ENTIRE AGREEMENT; GOVERNING LAW

The Contractor shall secure all licenses or permits required by law, and shall comply with all ordinances, laws, orders, rules and regulations pertaining to such work made by any Governmental authority or public regulatory body including but not limited to Truth in Lending laws. This Contract shall be construed in accordance with and governed by the laws of North Carolina, exclusive of principles of conflicts of laws. With respect to the subject matter hereof, this Contract supersedes all previous representations, understandings and negotiations either written or oral, and constitutes the entire agreement between the parties hereto. This Contract is intended for the benefit of the parties hereto and does not grant any rights to any third parties unless otherwise specifically stated herein.

CONTRACTOR

Lyon Financial Service

By _____

By _____

Title: _____

Title: _____

Fee Payment Authorization Form

I. Authorization to Deduct Loan Fees from Loan Proceeds

Contractor hereby authorizes EnerBank USA ("Bank") to deduct from the Loan proceeds set forth on any Payment Authorization Form the amount of any applicable same as cash fee, deferred first payment fee or any other Loan fees ("Loan Fees") when payable as specified in the loan program agreement under which any such Loan is made, entered into between Lyon Services Corporation (Loan Program Sponsor) and _____

(Contractor).

(If your company has a trade or d/b/a name in addition to its corporate name, please include both.)

II. Payment of Net Loan Proceeds

Contractor understands that within one (1) business day of the receipt by Bank of a properly executed and valid Payment Authorization Form from Contractor, Bank will pay to Contractor the amount of the Loan proceeds set forth on the Payment Authorization Form minus applicable Loan Fees owed by Contractor to Bank (the "Net Loan Proceeds") by an ACH transfer to Contractor's bank account specified below. By accepting the Net Loan Proceeds from Bank, Contractor acknowledges that borrower has paid to Contractor the full amount of the Loan proceeds set forth on the Payment Authorization Form.

Please check if the information below represents a change to information previously submitted.

Bank Name _____

ABA Routing # _____
(9 digits usually preceding your account number at the bottom of a check)

Account # _____

Account Name _____

Federal Tax ID # _____

Contractor's
Address _____

Authorized Signer Name _____
(print)

Authorized Signer Phone _____

Signature: (x) _____

Date _____

IMPORTANT: Please attach a voided blank check for the above referenced account



CREDIT CARD AUTHORIZATION FORM

Card Type (circle one): M/C Visa Amex

Card Number: _____

Expiration Date: _____

Card Holders Name: _____
(exactly as it appears on the credit card)

Billing Address: _____

City/State/Zip: _____

Card Holder Phone Number: () _____

Charge Amount: \$ 495 _____

Card Holder Signature: _____

Card Holder Name (PRINT): _____

Date of Signature: _____

This is a processing fee for the following customer: 1 TIME DEALER SETUP FEE

642 Carpenter Ave - Mooresville, NC 28115
(704) 662-8430 - FAX (704) 662-8450
(800) 262-1655 - FAX (800) 262-1656