

Dealer Name: _____ Phone Number: _____

Section I: *Complete all applications using the online system, sign and return as directed below.*

Failure to provide a complete application will delay your approval.

- Master Dealer Agreement
- Dealer Company Profile

Section II: *The documents in this section must be returned with the application.*

- Current Company Financials
- Sample Of All Advertising Literature
- Dealer Warranty Policy
- Manufacturer Warranty Policy

The Completed Enrollment Forms Can Be Sent Via



Email

saveenergy@egia.org



Fax

800-506-9073, Attn: Contractor Services



Mail

EGIA Attn: Contractor Services
3800 Watt Ave. Suite 105
Sacramento, CA 95821



SERVICE FINANCE COMPANY, LLC

Dealer Company Profile

Business Name:		Federal Tax ID:	
Address (Street, City, State Zip):			
Bus. Phone: ()		Fax: ()	
Contractor State License #	Current Lenders:		Yrs. In Business:
Email Address:		Contact Name:	

PRINCIPAL INFORMATION (All Officers and Owners) [Use separate page for additional listings]

Name:	Title:	Social Security Number:
Home Address (Street, City, State, Zip):		Home Telephone Number:
Signature _____ Signature binds you to terms and conditions of this agreement.		
Name:	Title:	Social Security Number:
Home Address (Street, City, State, Zip):		Home Telephone Number:
Signature _____ Signature binds you to terms and conditions of this agreement.		
Name:	Title:	Social Security Number:
Home Address (Street, City, State, Zip):		Home Telephone Number:
Signature _____ Signature binds you to terms and conditions of this agreement		
Name:	Title:	Social Security Number:
Home Address (Street, City, State, Zip):		Home Telephone Number:
Signature _____ Signature binds you to terms and conditions of this agreement		



SERVICE FINANCE COMPANY, LLC

BUSINESS BANKING INFORMATION:

Bank Name:	Bank Transit Number (See Image Below):
Contact Name: Phone: ()	Bank Account Number (See Image Below) No personal accts:

ABC COMPANY 777 ANY STREET ANY TOWN USA 54321	Date _____ 2002
Pay to the Order of _____	\$ <input type="text"/>
ANY BANK NAME	
For _____	
*002002 *1 :123456789 : 0123456789 *1	

TERMS & CONDITIONS

This dealer agreement application is submitted to obtain credit approval privileges on behalf of the company and or person listed on the page hereof ("application") ("applicant") and I/we (hereinafter the individuals signing below are referred as "I" or "my" or "me") certify that I have read the above provisions and all information provided herein is true and correct. I have the power and authority to execute and deliver this application and to enter into and consummate the dealer agreement on behalf of the applicant, and I have been duly authorized to bind the applicant, by my signature below, to all terms and conditions of the dealer agreement. The number shown on this form is the correct taxpayer identification number for the entity. I acknowledge that the application is subject to approval by SFC, LLC.

By signing below, I authorize and/or confirm as follows:

- (i) I authorize Service Finance Company (SFC) or its agents, to retain possession of the application, to rely on the information and statements herein to check and verify both my credit and the credit history of the business and any of its other principals, officers, partners, or directors, to secure follow up credit reports, and to exchange information about the entity and this account with creditors, credit bureaus, and other proper persons;
- (ii) By submitting this application, dealer agrees that SFC may share any and all dealer information provided or obtained in connection with this application, including subsequent dealer financial information provided to, or obtained by SFC and may use such information for all purposes in connection with the evaluation and administration of any credit facility requested by or provided to dealer.
- (iii) I authorize the applicant's bank and any other listed references to release and/or verify information to SFC at any time;
- (iv) I authorize and permit SFC to send email and/or fax communications to the applicant to the email addresses and fax numbers listed (or to any addresses provided in the future) regarding our credit financing relationship or other matters; and
- (v) I certify, represent, and acknowledge that the applicant has agreed to abide by all terms and conditions of the dealer agreement, including the ACH authorization contained therein, and that if and when SFC approves this application, upon receipt of notice of such approval, the applicant will, without further action, be bound to all of the terms and conditions of the dealer agreement and any operating guidelines which shall be issued by SFC from time to time.
- (vi) I certify, represent and warrant that this application has been duly executed and delivered by me on behalf of the applicant, and that the execution and delivery of this application and the consummation of the transactions contemplated by the dealer application have been authorized by all necessary corporate action and do not and will not conflict with the organizational documents of the applicant.

By: X _____
Authorized Signature

Date



SFC MASTER
DEALER AGREEMENT

This Master Dealer Agreement (this "Agreement") is entered into between Service Finance Company, LLC ("SFC") located at 555 S. Federal Hwy, Suite 200, Boca Raton, Florida 33432, a Florida Limited Liability Company, and _____, located at _____ (the "Dealer") as of this ___ day of _____, 2012 (the "Effective Date").

Recitals:

- A. Dealer is in the business of selling and installing home improvement products (the "Merchandise") to consumers (each a "Buyer" and collectively, the "Buyers"); and
- B. SFC is in the business of providing financing and related services; and
- C. Dealer intends to sell Merchandise to Buyers on credit terms (with respect to each Buyer in a specific sale, a "Transaction") pursuant to retail installment contracts, security agreements and or other instruments, the forms of which shall be specified by SFC from time to time (with respect to each Transaction, the "Instruments"); and
- D. SFC desires to purchase Instruments from Dealer on the terms and conditions set forth herein.

The parties agree to the following terms:

1. **Representations by Dealer.** In consideration of SFC 's purchase of Instruments with respect to a Transaction, **DEALER WARRANTS THE FOLLOWING with respect to the applicable Buyer, Merchandise, Transaction and Instruments:**

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- a. The Transaction represents a bona fide sale (and, if applicable, delivery) of Merchandise to the Buyer named on the Instruments and the Merchandise was not delivered to the Buyer on a trial basis.
- b. The Transaction evidenced by the Instruments is free from set off or valid counterclaim of any nature.
- c. The Buyer was of legal age to execute the Instruments at the time of execution.
- d. The Instruments are not subject to the right of rescission or cancellation by the Buyer.
- e. Buyer paid the down payment, if any, shown on the Instruments in cash, by credit card, or personal check.
- f. The Dealer has not paid and will not pay a rebate, "refund" or other inducement, whether in cash or other form of payment, to the Buyer in connection with the Transaction.
- g. Instruments must be fully completed. All Instruments must be provided to SFC on a timely basis so as to allow perfection of a purchase money security interest in the Merchandise.
- h. The person signing below has full power and authority to bind Dealer to the terms of this Master Dealer Agreement.
- i. The Merchandise purchased by Buyer will have been carefully and properly installed, inspected, and adjusted to factory recommendations and in the case where the city, county or state requires a building permit for the installation of the Merchandise, said building permit has been issued by the applicable governmental authority.
- j. The person who executes the Allonge assigning all of the Dealer's right title and interest in and to the Instruments to SFC is an employee of the Dealer and has full and complete authority to bind the Dealer with respect to such assignment. The Dealer shall deliver the original of the Allonge, fully executed (including original or so-called "wet" signatures of Buyers), to SFC as a precondition to SFC's obligation to fund its purchase of the Instrument as provided hereinafter.
- k. Dealer has not made any warranties, guarantees, or promises regarding the Merchandise (other than any warranties regarding the Merchandise which may

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arise by operation of law), without providing SFC a copy of all such warranties, guarantees, or promises (any warranties, guarantees, or promises regarding the Merchandise which contained in the Instruments shall be deemed provided to SFC for purposes hereof).

I. Dealer has complied with all warranties on the Instrument.

M. In the event Dealer is a member of or participant in an association of dealers designed to enhance Dealer's marketing and sales efforts in any form ("Association"), Dealer hereby authorizes SFC to obtain any and all information it may request with respect to Dealer, its owners, officers, employees and general business operations, from the management of the Association at any time during the term hereof.

2. Credit Application; Dealer Enrollment.

(a) Dealer must be enrolled in either SFC's FHA Title I Program or SFC's WPDI Program(the "Program" or, collectively the "Programs) upon the execution of this Agreement and for the duration of its term. Dealer agrees that it will successfully enroll in SFC's FHA Title I Program within sixty (60) days of the execution of this Agreement if it is not already so enrolled. In the event Dealer shall fail to be accepted as an enrolled dealer in SFC's FHA Title I Program as aforesaid, or in the event such enrollment is terminated for any reason, SFC reserves the right, upon written notice to Dealer, to increase the discount charged Dealer on the purchase by SFC of Instruments pursuant hereto. Such increase shall apply to all credit applications submitted by Dealer subsequent to Dealer's receipt of such notice from SFC.

(b) Dealer shall only be permitted to submit credit applications that qualify for the Program (or Programs) in which Dealer is enrolled on the date of such submission. With respect to an FHA Title I Loan, Dealer shall submit a completed HUD form 56001 or such other form that SFC may specify from time to time. With respect to a WPDI Loan, Dealer shall submit a completed credit SFC Credit Application or such other form that SFC may specify from time to time.

(c) Submission of the completed credit application and terms constitutes Dealer's offer to sell the resulting Instrument to SFC. SFC will accept credit applications: (i) with respect to the FHA Title I Program, Buyers who qualify pursuant to guidelines issued by the Federal Housing Administration ("FHA"), and (ii) with respect to the WPDI Program, Buyers who comply with SFC's WPDI Program guidelines. In addition, all Buyers must have a verifiable residential telephone and meet all SFC credit requirements. SFC has full authority to accept or reject any credit application

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or terms or require any additional information it deems necessary. Approval of a Transaction, once issued in writing by SFC, is valid for 90 days from the date of approval. By issuing an approval, SFC has indicated its agreement to purchase the resulting Instruments from the Dealer subject to (a) the satisfaction, within SFC's sole and absolute discretion, of all SFC's requirements, including, but not limited to, its receipt of completed originals of all documents required to be signed in connection with the financing of the Instruments included, but not limited to, the Instruments, original documents required by either Program, and the related Allonge from Dealer (including original or so-called "wet" signatures), and (b) the successful completion by SFC of the initial and the verification telephone interviews with Buyer as required by FHA guidelines and SFC's WPDI Loan guidelines.

3. **Purchase Price.** Dealer understands that SFC purchases Instruments at various discounts. Dependent on an individual Buyer's qualifications, discounts will increase incrementally with Buyer risk. SFC will determine the discount to be applied to each Instrument and include that information on the written approval provided to the Dealer pursuant to Section 2, above. Upon submission of satisfactory proof of any error in computing the purchase price of any Instrument, Dealer or SFC, as the case may be, shall reimburse the other for any sum due. In some cases SFC will offer a compressed discount to the Dealer Network.

4. **Non-Recourse.** Except as provided in Section 5 below, SFC purchases Instruments without recourse to Dealer. If Dealer breaches any of the representations or warranties of Dealer as set forth in Paragraph 1 above with respect to a Transaction, Dealer shall repurchase the Instruments from SFC as set forth in Section 5 below.

5. **Events of Default.** In the event Dealer breaches any of the representations contained in Paragraph 1 above with respect to a Transaction, the following shall apply: (a) within ten (10) days of SFC's written request, Dealer will repurchase the applicable Instrument for the amount paid to Dealer by SFC therefor, plus accrued interest at the contract rate and all related legal costs and other expenses that SFC has incurred and paid, less all payments previously made by or on behalf of the Buyer pursuant to the Instruments ("Repurchase Price"); and (b) if Dealer fails to pay the Repurchase Price within ten (10) days of SFC's written request, SFC may sell the Instrument by public or private sale, on twenty (20) days notice, or such notice as required by Uniform Commercial Code of the State of Florida (the "UCC") (as though Dealer were the "debtor" and SFC were the "secured party"). To the extent permitted by the UCC, at such sale, SFC may bid for and purchase the Instrument and the net proceeds will be applied against the Repurchase Price. Dealer must pay any deficiency and is entitled to any surplus, after all costs and fees incurred by SFC are subtracted; and (c) SFC may elect to pursue any other legal remedy available to SFC either

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together with or instead of the remedies set forth above, including but not limited to, pursuing legal action against Dealer, and in such event Dealer shall pay all attorneys' fees, court costs, or other expenses incurred as a result of SFC pursuing such legal action.

6. **Documentation**. Dealer is responsible for the completion and collection of all loan documents and Instruments as required and provided in the documentation used by SFC and by the guidelines of the Programs together with federal, state, or local lending laws or regulations governing commercial, agricultural or consumer use transactions, whichever apply to a particular Transaction.

7. **Purchase of Instruments**.

a) All of Dealer's right title and interest in the Instrument shall be purchased by, and transferred to SFC, as owner, as of the date of the Allonge executed by the Dealer and received by SFC. Upon receipt of the Allonge, SFC shall verify that all documents related to its purchase of the Instrument have been received, are correct, and Buyer is satisfied with the work performed.

b) In consideration of its purchase of the Instrument from the Dealer as set forth above, SFC will remit to Dealer the sum of (i) the face amount of the Instrument, less (ii) the discount amount specified in SFC's approval of the Transaction, less (iii) filing fees (if any), insurance fee and mailing or other delivery charges incurred by SFC in connection with such Transaction. Such amount shall be paid directly to the Dealer on SFC's next scheduled funding date. SFC reserves the right to schedule funding dates within its sole any absolute discretion.

8. **Condition of Payment**. In the event Dealer commits an Event of Default as set forth in Section 5, above, SFC may withhold any amounts due Dealer pursuant to this Agreement until such time as Dealer has cured the default.

9. **Right to Reject**. SFC reserves the right to (a) reject any credit application or (b) refuse to purchase any Instrument, notwithstanding a prior approval of such credit application, unless and until all stipulations are met, it has received all documents required by the guidelines of each Program (with original so-called "wet" signatures) and SFC has successfully completed the Buyer verification telephone interview in accordance with the guidelines of each Program.

10. **No Agency**. Dealer and SFC acknowledge that they are not agents for one another and therefore they are not bound by any agreements made by one another with third parties unless prior written approval has been given. Dealer and SFC specifically agree to indemnify and hold one

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another harmless from any damages each may incur as a result of claims made by any third party in contravention of this paragraph, including recovery of any expenses and attorney fees incurred by either party to defend against such claims. SFC will provide a report listing each loan funded for the period and the earned commission. SFC may at its sole discretion pay fees on a monthly basis.

11. **Assistance.** If at any time during the term of an Instrument a Buyer does not make payments to SFC because of alleged defects in the Merchandise or the installation thereof, if such Merchandise was installed by Dealer (or a contractor acting on behalf of Dealer), Dealer agrees to work with SFC to provide all required assistance (including, at the request of SFC, one on-site service call at no cost to either SFC or the Buyer) in resolving the alleged defects. SFC and Dealer agree to work together in good faith to determine whether the service problem is directly related to faulty installation (if installed by Dealer or a contractor acting on behalf of Dealer) or defective Merchandise under warranty. If so, Dealer will make all necessary corrections at no cost to SFC or the Buyer.

12. **Payments.** SFC shall receive all post-assignment payments from Buyers on assigned Instruments and Dealer may not accept payment unless SFC specifically authorizes it to do so. Dealer must endorse (without recourse) and forward immediately to SFC all such checks or other payments received by Dealer related to the Instruments. SFC may endorse or cause to be endorsed Dealer's name on checks delivered as payments on Instruments purchased by SFC in order to carry out the purposes of this Agreement. Dealer will make suitable and proper entries on its books showing the absolute sale of Instruments to SFC. SFC's title to Instruments sold to SFC and the lien on Merchandise evidenced by the Instruments sold to SFC is at all times to be superior to any right, title or lien of Dealer, if any, to Instruments and Merchandise.

13. **Amendment; Termination.**

(a) SFC shall have the right to alter any provision of this Agreement at any time during the term hereof and the right to submit a new Master Dealer Agreement to Dealer at any time provided that Dealer is given written notice by certified mail, return receipt requested to the address shown below. In the event Dealer refuses to accept the amendment or new Master Dealer Agreement, SFC shall have the right to terminate this Agreement. Any change to this Agreement or new Master Dealer Agreement shall not apply to Transactions which SFC has approved or Instruments which SFC has purchased prior to the date Dealer receives notice of such change or new Master Dealer Agreement.

(b) Each of SFC and Dealer has the right to terminate this Agreement in its sole discretion, by giving written notice to the other party by certified mail, return receipt requested to the

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addresses shown above, however, any termination of this Agreement does not affect to (a) Transactions approved, or (b) Instruments SFC has purchased, in each instance prior to the effective date of such termination unless both SFC and Dealer consents in writing. Notwithstanding the termination of this Agreement, all Transactions which have been approved prior to the termination date shall be governed by the terms of this Agreement as if it remained in full force and effect.

14. **Confidential Information.** Each of the parties agrees to treat the terms of this Agreement and all information concerning the other party or a Buyer that is furnished or made available to a party in connection with this Agreement as confidential. However, Dealer grants SFC the right, subject to any applicable consumer credit or other applicable laws governing the confidentiality of information, to provide information to its agents, partners, lenders and service providers regarding customer credit applications originated through the Dealer, whether approved credit, the grading of the credit, whether the Instruments were funded, delinquency information and other information which may be requested by or deemed appropriate and necessary by SFC.

15. **Dealer's Indemnification.** Dealer agrees to defend and indemnify SFC from and against (i) all claims, liabilities and obligations of every kind and description, including legal fees and costs incurred by SFC, arising out of or related to Dealer's failure to comply with applicable laws and regulations, whether brought by a customer, regulatory agency or other person; (ii) all damage or deficiency resulting from any material misrepresentation, breach of warranty or covenant, or non-fulfillment of any agreement on the part of Dealer under this agreement; and (iii) all actions, suits, claims, proceedings, investigation, audits, demands, assessments, fines, judgments, costs and other expenses (including, without limitation, reasonable audit and attorneys' fees) incident to any of the foregoing. Notwithstanding the foregoing, in any dispute between Dealer and SFC arising out of or in any way related to this Agreement or any transaction contemplated by this Agreement, the prevailing party shall be entitled to recover from the other party its costs and other expenses (including, without limitation, reasonable audit and attorneys' fees) incurred in connection with such dispute.

16. **Other Terms.** If either party fails to exercise any rights granted under this agreement, such party does not waive such rights, but all rights and remedies are cumulative and not alternative. No waiver, modification, or change of this Agreement is valid unless accepted by Dealer and SFC in writing. This Agreement and other transactions between the parties are governed and construed according to the internal laws of the State of Florida. Any legal action deemed necessary by any party may be brought in the Circuit Court in and for Palm Beach County, Florida and the parties consent to the personal jurisdiction of that court.

17. **Reserved.**

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18. **Assignment**. Neither SFC nor Dealer may assign this Agreement without the prior written approval of the other party; any attempted assignment without the approval of the other party shall be void ab initio and of no force and effect. Notwithstanding the foregoing, SFC may pledge and grant a security interest in its right under this Agreement to a lender who provides funding for the purchase of Instruments hereunder.

19. **Facsimile**. Signed facsimile documents between SFC and Dealer related to this agreement shall be binding on both parties hereto. Provided, however, that all documents required to be signed by Dealer pursuant to FHA guidelines, or as required by Sections 2 and 7 above, shall be delivered to SFC as original documents with so-called “wet” signatures.

20. **Misc**. The information contained in HUD form 55013 and the related documents submitted by Dealer in connection with its enrollment in the “Program”(defined below) (collectively, the “Dealer Application”)is provided for the purpose of establishing a credit referral relationship between Dealer and SFC and to enroll Dealer in SFC’s FHA Title I Program(the “Program”). The Dealer understands that SFC is relying on the information provided in the Dealer Application to (i) decide whether to purchase Instruments pursuant to the terms hereof, or (ii) enroll Dealer in the Program. Dealer represents and warrants that the information contained in the Dealer Application is true and correct in all material respects on and as of the date made. Dealer shall notify SFC of any material change in the information provided to SFC by Dealer in accordance herewith as soon as is reasonably practicable following such change. SFC is authorized to make all inquiries required to verify the information submitted by Dealer including, but not limited, obtaining credit reports on the Dealer and those individuals named on Dealer’s HUD 55013 form.

21. **FHA Dealer Checks**. Dealer agrees to return to SFC with the Buyer’s loan file the check issued by SFC jointly to the Dealer and Buyer duly countersigned by Buyer and Dealer. In the event that Dealer shall present the aforesaid check for payment to anyone other than SFC, Dealer will be liable to SFC for all amounts paid to the Dealer of any third party on account of said check together with all costs or fees incurred by SFC as a result of any governmental investigation or legal action of any nature related to the disposition of said check. In addition, Dealer will be subject to immediate dismissal from the Program. **Dealer agrees to accept as payment in full for the Instruments, the purchase price set forth in the approval referenced in Section 2, above.**

22. **Dealer Sponsorship and Review Process**. FHA requires that SFC perform annual reviews of the Dealer and its performance in the Program. The Dealer shall provide whatever information is requested by SFC prior to each annual review. SFC will review the material to confirm Dealer meets the then-current requirements of the Program. SFC reserves the right **AT**

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ANY TIME, to terminate the Dealer's participation in the Program and such decision shall be within the sole and absolute discretion of SFC.

23. **ACH Authorization.** The Dealer hereby authorizes SFC to initiate credit entries and, if necessary, debit entries and adjustments for any entries in error to the bank account indicated on the Dealer Application and the depository named therein, hereinafter called DEPOSITORY, to credit and or debit the same account.

This authority to remain in full force and effect until SFC and DEPOSITORY has received at least 30 days written notification of its termination by certified mail return receipt requested at SFC's address shown above. Said 30 day period shall commence upon SFC's receipt of said written notice.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the Effective Date hereof.

Dealer Printed Name

By: _____

Name:

Title:

SERVICE FINANCE COMPANY, LLC

By: _____

Mark E. Berch, President

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