

# Industrial Financial Services, Inc.

Vehicle & Equipment Financing Specialists

3308 Woods Mill Dr. • Hilliard, OH 43026  
Tel: 800-778-2073  
Fax: 614-573-7155



## Broker Agreement

This agreement is made between Industrial Financial Services, Inc. (IFS) an Ohio Corporation with its Principal place of business at 3308 Woods Mill Dr. Hilliard, OH 43026 and, Broker, on the date written below.

### Therefore for the mutual covenants contained herein the parties agree as follows:

1. Broker will conduct themselves in the highest ethical standards in all business dealings with IFS;
2. In all aspects of the submitted lease transaction, Broker has conducted their investigation of the lease transaction with care and due diligence, and has forwarded all information to IFS which is known to Broker;
3. Broker will not represent themselves as employees of IFS and cannot waive, vary, alter or in any way change, the terms and conditions of any lease, nor make commitments for IFS without the express written consent of IFS;
4. With respect to any re-brokered transaction submitted to IFS, Broker will identify all other brokers involved at the time of submitting the lease for consideration;
5. Broker warrants and represents that any lease submitted to IFS for funding is valid, enforceable, and in all respects is as represented on the lease document and application;
6. Broker will not accept any money from any person that is a party to, or vendor for, the lease submitted without revealing the amount and source of money to IFS in writing;
7. Broker shall return, within 30 days of a written request to do so by IFS, any commission for any lease that defaults within the first three payments of first payment due date, if the default is not cured to the satisfaction of IFS;
8. IFS reserves the right to decline any client.
9. This agreement may be terminated by either party upon written notice, properly posted and mailed to the last known address.
10. Broker shall earn a commission on all funded transactions referred to IFS either directly or indirectly based on the significant efforts of the broker. This commission shall be 50% of whatever commission is earned by IFS on the submitted transaction.
11. Continuation of all earned referral commission shall be paid to the broker up to 12 months regardless of the status of this agreement except in the case of:
  - Non-cured breach of this agreement or the IFS confidentiality agreement.
  - Termination of this agreement due to illegal and/or unethical brokerage practices.
12. This agreement shall be deemed to have been made and shall be construed in accordance with the laws of the State of Ohio. Any such suits or actions for breach or enforcement of this agreement shall be instituted and maintained in Franklin County, State of Ohio.
13. Broker understands that commissions are based on a percentage of the funded transaction commonly called Points. Available points vary from lender to lender and are often determined by the ability to close a deal. IFS will always work to maximize points paid. Final decision is of the broker.
14. Broker understands and agrees that Fax Copies and signatures shall be considered as binding as original signature.

### BROKER:

Signature:	Date:
Printed Name:	Title:

### IFS:

Signature:	Date:
Printed Name:	Title:

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## Broker Application

BROKER INFORMATION			
Company Name:			
Address:			
City:		State:	Zip:
Phone:	Cell:	Fax:	Years In Business:
Email:		Website:	Federal ID#

How did you learn about IFS?  Internet  Referral: \_\_\_\_\_  Email  Other  
Who referred you?

FUNDING SOURCE REFERENCE	
Source:	
Contact:	
Phone:	How Long?
Source:	
Contact:	
Phone:	How Long?

PRINCIPAL INFORMATION		
Name:		
Address:		
City:	State:	Zip:
SSN:	% Of Ownership:	
Name:		
Address:		
City:	State:	Zip:
SSN:	% Of Ownership:	

BANK REFERENCE		
Bank Name:	Contact:	
Address:		
City:	State:	Zip:
Phone:	Account #:	

I hereby authorize our bank and trade references to release the information requested by Industrial Financial Services, Inc. regarding our company's accounts with your firm. Please respond to their telephone request by fax or phone. I consent to receiving faxes/emails from Industrial Financial Services, Inc. Brokers are required to provide written notification to the applicant of a credit denial and advise them of their discretionary rights to contact an appropriate credit-reporting agency to receive a copy of their credit report.

**This is your written authorization to release the information requested.**

Signature:	Date:
Printed Name:	Title: