



Financing For Customer:

DEALER APPLICATION for Year 2009

LYONFINMARK@NC.RR.COM

PLEASE COMPLETE OUR APPLICATION AND

FAX 1-800-262-1656

Telephone: 1-919-651-0007 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: _____

Lyon Financial Loan Program Contractor/Dealer Agreement

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

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

1. SCOPE OF PARTICIPATION

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

A. Contractor/Dealer certifies that they will complete the orientation and training related to the Financing Program provided by the Lender and/or Company and will comply with the training.

B. Contractor/Dealer shall mention the Financing Program to all eligible Customers.

C. Customers shall meet the following criteria: (Customer must own and occupy primary or secondary home.)

D. Improvements eligible for financing: (See training material for current list)

E. Contractor/Dealer Responsibilities:

- (1) Ensure all employees are advised of the requirements related to offering the Financing Program to Customers.
- (2) Contractor/Dealer is prohibited from preparing or disseminating any written materials regarding the Financing Program other than those provided or approved by Company.
- (3) Contractor/Dealer shall not discuss with the Customer the likelihood of approval, applicable interest rate, or any terms or conditions of the Financing Program.
- (4) Contractor/Dealer 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/Dealer receives any information related to Customer's loan; Contractor/Dealer shall treat such information as confidential and shall not disclose it to any third party.
- (6) Contractor/Dealer 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/Dealer shall not assess any Loan related fee to Customer.

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/Dealer's participation in the Financing Program at any time and for any reason.

3. INDEPENDENT CONTRACTOR/DEALER

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/Dealer and Company. This Contract shall constitute the Contractor/Dealer an independent Contractor/Dealer.

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's written consent. Any such attempted assignment without such consent shall be void and of no effect.

5. INDEMNITY/INSURANCE

The Contractor/Dealer 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/Dealer contained in this Agreement being false or misleading in any material respect, (ii) the failure of Contractor/Dealer 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/Dealer or any of its employees, subcontractors or agents, or (iv) any defect in the goods sold by Contractor/Dealer 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/Dealer shall procure and maintain at its expense during the term of this Contract, the following types of insurance: General Liability and Workers Compensation. The Contractor/Dealer 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/Dealer 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/DEALER

COMPANY

By _____

By _____

Title: _____

Title: _____

Lyon Financial
Contractor/Dealer Agreement - Addendum #1
Same as Cash (SAC)/ Deferred 1st Payment (DFP) Offerings

To: (Contractor/Dealer Name) _____

Date: _____

In your Agreement with Company dated _____, you are hereby authorized and directed to make the following changes in said Agreement:

Add the following after Section 6:

- (x) You may offer the below listed same as cash (SAC) and (DFP) options to Customers for a specific promotional period as directed by Company. The financing options below will be available if requested by Customers who provide the correct SAC or DFP promotional code (provided to you by Company) for each selected SAC or DFP product during the promotional period unless suspended by you or Company as provided below.

For each loan closed by one of your customers you will pay ("LENDER") an administrative fee (detailed below) equal to a percentage of the total amount financed by the customer. The amount of this fee is subject to change. The fee is due payable to Lender on the date the loan closes. According to the instructions set forth in the Payment Authorization Form executed by you, Lender will charge your credit card or process a telephone check payment for the amount of any fee. Failure to pay fees when due may result in your removal from participation in the loan program

<u>Type of Loan</u>	<u>Administrative fee (stated in percentage of total Loan amount)</u>
90 days SAC	0.095%
180 days SAC	2.30%
365 days SAC	5.00%
18 Month SAC	9.00%
90 days DFP	0.50%
180 days DFP	1.00%
365 days DFP	1.50%

The selected SAC or DFP options may be suspended and restarted by Company at any time.

The SAC or DFP options may be suspended and restarted by you 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 you related to the SAC or DFP Options shall be in accordance with the training provided by the lender or Company.

In all other respects, the terms and conditions of the Agreement remain in effect.

Franchisee/Dealer Name:

Company:

Signature:

Signature:

Title:

Title:

**Fee
Payment Authorization Form**

(Please select one of the options below)

I. Credit Card Payment Option

The undersigned hereby authorizes the lender _____ to charge my credit card for the amount of any applicable same as cash, or any other Loan fees when payable as specified in the Contractor Program Agreement dated _____, entered into between Lyon Financial (Loan Program Sponsor) and _____ (Contractor).

Visa Master Card Am Ex

Account number _____
Expiration date _____
Account name _____
Billing address _____

Authorized signer name _____ (print)
Authorized signer phone _____

Signature: (x) _____

Date _____

II. Telephone Check Payment Option

The undersigned hereby authorizes payment via telephone check to LENDER for the amount of any applicable same as cash, or any other Loan fees when payable as specified in the Contractor Program Agreement dated _____, entered into between Lyon Financial (Loan Program Sponsor) and _____ (Contractor).

Contractor Contact Name _____ (must have authority to issue checks on behalf of Contractor and be available by phone 9:00 AM – 5:00 PM Monday – Friday)

Contact Phone _____

Signature of authorized representative of Contractor:

(x) _____

Date _____

This Payment authorization shall remain in effect until revoked in writing by Contractor.



CREDIT CARD AUTHORIZATION FORM

Card Type (circle one): M/C Visa

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: \$ 499 _____

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