

# AFFILIATED INVESTMENT GROUP, INC. BROKER PROFILE

COMPANY NAME:		
ADDRESS:		
CITY:	STATE:	ZIP:
PHONE:	FAX:	E-MAIL:
BUSINESS STARTED:		ANNUAL VOLUME:
Type Of Business(Inc, Partnership....etc.)		Federal ID#:

PERSONAL INFORMATION OF PRINCIPALS		
NAME:	SS#:	
ADDRESS:	CITY:	
STATE:	ZIP:	PHONE:
NAME:	SS#:	
ADDRESS:	CITY:	
STATE:	ZIP:	PHONE:

BANK REFERENCES		
BANK:	CONTACT:	
PHONE:	ACCT#:	
BANK:	CONTACT:	
PHONE:	ACCT#:	

FUNDING SOURCE REFERENCES		
NAME:	CONTACT:	
PHONE:	FAX :	ACCT#:
NAME:	CONTACT:	
PHONE:	FAX:	ACCT#:
NAME:	CONTACT:	
PHONE:	FAX:	ACCT#:

CREDIT RELEASE AUTHORIZATION	
<p>I hereby authorize our bank, trade references, credit bureau reports, financial institutions and funding sources the right to release credit information to Affiliated Investment Group, Inc. and/or their assigns.</p>	
By:	Title:

## **BROKER AGREEMENT**

This agreement made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_, (hereinafter called Broker) with its principal place of business at \_\_\_\_\_ and Affiliated Investment Group, Inc.. (hereinafter called Affiliated) with its principal place of business at 201 S. Lakeline Blvd, Suite 104, Cedar Park, TX 78613.

Whereas, Affiliated engages in the business of commercial leasing of various types of equipment and

Whereas, Broker is in the business of arranging the purchase and lease of business equipment and

Whereas, Broker desires from time to time to have Affiliated act as Lessor and enter into certain lease transactions and pay Broker a commission agreed upon by Broker and Affiliated;

Now, Therefore, in consideration of the covenants, warranties and representations hereinafter set forth with respect to each and every transaction, whether previously entered into or hereinafter acquired, Broker and Affiliated agree as follows:

- 1) **AUTHORITY OF BROKER:** Broker is and shall act as an independent contractor and as such shall have no authority to incur any obligations, to make statements or representations on behalf of Affiliated or use the name of Affiliated in any capacity whatsoever. Further, Broker shall have no authority to accept payments on behalf of Affiliated. Any payment received by Broker shall be received in trust and immediately turned over to Affiliated, uncashed and in the same form as it was received by Broker.
- 2) **ACCEPTANCE OF TRANSACTION:** Affiliated shall have three working days following receipt of any complete lease application by Broker within which to accept or decline same. Broker shall not submit the same lease transaction to any other lease or finance company during the said three day period, nor has Broker submitted the same lease transaction to any other lease or finance company prior to submitting to Affiliated without disclosing the name and result of such prior submittal.
- 3) **DOCUMENTATION:** All leases shall be documented to Affiliated's satisfaction on forms provided by or acceptable to Affiliated.
- 4) **DISCLOSURE OF INFORMATION:** Broker shall, in connection with each transaction submitted, disclose and keep Affiliated fully informed as to all material information known to Broker concerning the transaction, the proposed lessee, the vendor, sub-broker, if any, or the equipment, including any changes occurring or learned following such submission.
- 5) **WARRANTIES AND REPRESENTATIONS:** Broker expressly warrants and represents to Affiliated that:
  - A. All executed documents submitted to Affiliated by or on behalf of Broker were duly executed by the person purported to have executed such documents and such documents are legal, valid and binding on the lessee.
  - B. The equipment described in the lease agreement is complete and accurate in all respects, and has been actually delivered to and accepted by the Lessee under the terms and conditions of the lease agreement, and is not subject to any defense, claims, liens, encumbrances or offsets.
  - C. The payment of all sums specified in the lease shall be due and payable on the date or at the time set forth in the lease and shall not be contingent upon the fulfillment or occurrence of any conditions or warranties, either expressed or implied except as may be set forth in the lease.
  - D. All representations or warranties made by Broker to AFFILIATED are true, correct and not misleading, false or fraudulent in any respect. All financial information as well as bank, trade and credit ratings received by Broker have been provided to Affiliated. No negative financial or rating information have been deleted or withheld from Affiliated.
  - E. Lease requests shall not be split nor simultaneously submitted between various funding sources without full disclosure in advance to Affiliated. Broker warrants that any application submitted is for the full amount lessee is applying to Broker or Broker has knowledge of. If it is not for the full amount, Broker will disclose to AFFILIATED the dollar amounts, equipment description and funding sources being contacted for the other request. Broker is required to identify any Sub-Broker.
  - F. Should there be a breach of any warranty or representation mentioned herein above by Broker or any Sub-Broker or should Affiliated discover the Lessee, Vendor, Broker, or Sub-Broker misrepresented any material fact

pertaining to the lease, or should there be a first payment default by the Lessee, not including advanced rentals, Broker shall be unconditionally obligated to purchase such lease from Affiliated, within five days of Affiliated's notice to Broker for an amount equal to the unpaid principal balance of the lease.

- 6) **COMPENSATION OF BROKER:** For all of Broker's efforts and any and all expenses incurred by Broker in connection with any lease submitted by Broker and funded by Affiliated, Affiliated shall pay Broker an agreed upon commission set at time of approval. Broker will not accept any compensation or other fees from Lessee without disclosing the nature and amount to Affiliated.
- 7) **REGULATION B:** Broker agrees to comply with, and take full responsibility for, all required notices under Federal Regulation "B" of the Equal Credit Opportunity Act. Broker shall forward all credit decisions rendered by Affiliated to lessee.
- 8) **INDEMNITY:** Affiliated shall not be liable for any expenses whatsoever incurred by Broker in connection with any lease submitted by Broker. Broker shall indemnify and hold Affiliated harmless from any and all expenses, injury and damage, including reasonable attorney's fees, which Affiliated may hereafter incur, pay or suffer as a result of Brokers acts.
- 9) **DUE DILIGENCE:** Affiliated shall be authorized to and will directly investigate any information given to Affiliated pertaining to Broker, the Sub-Broker, the Lessee, the Vendor or any of its principals, employees or agents, including credit information and Affiliated shall be authorized to reexamine and directly request such information directly from the Lessee or any other party as often as Affiliated shall deem necessary.  
Upon approving a lease transaction, Affiliated may send a written confirmation directly to the Lessee.
- 10) **TERMINATION:** This Agreement shall be effective upon execution hereof by both parties, however, covers any transaction submitted prior to the date hereof and shall continue in effect until terminated by either party upon thirty days written notice, except that Affiliated may terminate this agreement effective immediately upon breach of any term or condition hereof by Broker. The rights and obligations of the parties hereunder with respect to transactions originated prior to termination of this agreement shall survive such termination.
- 11) **SEVERABILITY:** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- 12) **ATTORNEYS FEES:** Should AFFILIATED file suit for the purpose of enforcing this Agreement, Affiliated shall be entitled to costs of suit and reasonable attorneys' fees from Broker as may be awarded by a court of competent jurisdiction.
- 13) **JURISDICTION AND VENUE:** This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Texas. Broker consents to the jurisdiction of such courts and consents to the venue in the County of Williamson, State of Texas.

In Witness Whereof, the parties hereto have executed this Agreement on the day and year first above written.

BROKER: \_\_\_\_\_

Signature: \_\_\_\_\_  
(title)

Print Name: \_\_\_\_\_

Affiliated Investment Group, Inc.

Signature: \_\_\_\_\_

**\*\* Please fax a copy of your driver license with this agreement\*\***