

1st American Leasing LLC Lease Application

EQUIPMENT VENDOR NAME _____

BUSINESS INFORMATION (Lessee information)

LEGAL BUSINESS NAME _____

DBA _____

BUSINESS ADDRESS _____

CITY/ STATE / ZIP _____

BUSINESS PHONE _____ FAX _____ PERCENTAGE OF OWNERSHIP _____

YEARLY BUSINESS INCOME _____ YEARLY PROFIT IN BUSINESS _____

WEBSITE _____ BUSINESS EMAIL _____

CORPORATION _____ PARTNERSHIP _____ SOLE PROPRIETORSHIP _____ LLC _____ OTHER _____

TYPE OF BUSINESS _____ AGE OF BUSINESS _____ FED ID # _____

BANK NAME _____ ACCOUNT # _____ ROUTING# _____

BANK PHONE # _____ CONTACT _____

EQUIPMENT _____ TERM (MONTHS) _____ LEASE PAYMENT _____

PERSONAL INFORMATION

OWNER/OFFICER _____ TITLE _____

HOME ADDRESS _____

CITY / STATE / ZIP _____

PHONE NUMBER _____ CELL PHONE # _____

DATE OF BIRTH _____ PERSONAL EMAIL _____

SOCIAL SECURITY # _____ DRIVERS LIC # _____

NEAREST RELATIVE _____ PHONE # _____

NEAREST RELATIVE ADDRESS _____

DO YOU OWN YOUR OWN HOME? _____ YES _____ NO IF YES, HOW LONG? _____

PERSONAL INCOME FROM BUSINESS _____ ADDITIONAL PERSONAL INCOME _____

EMPLOYER _____ YEARS EMPLOYEED _____ ALT WORK PHONE# _____

I HEREBY CERTIFY THAT ALL OF THE INFORMATION PROVIDED IS TRUE, CORRECT & COMPLETE. FOR THIS PURPOSE 1ST AMERICAN LEASING LLC MAY UTILIZE CREDIT BUREAU'S & REPORTING AGENCIES.

SIGNATURE OF
APPLICANT _____ DATE _____



NON CANCELABLE EQUIPMENT LEASE AGREEMENT

This is a Lease Agreement between 1st American Leasing, ("Lessor") whose address is shown to the right and the Lessee shown below.

1st American Leasing
758 Burton SE
Grand Rapids, MI 49507
(888) 884-6111

LESSEE (NAME & ADDRESS)

NAME (if corporation, list full corporation name)

Account# _____

☐ CORPORATION ☐ PARTNERSHIP ☐ PROPRIETORSHIP ☐ L.L.C.

DBA _____

Address _____ City _____ State _____ Zip _____ LESSEE PHONE# _____

EQUIPMENT as used in this lease, "Equipment" is defined as:

Quantity	Manufacturer	Model	Serial Number

LOCATION
OF EQUIPMENT

ADDRESS (NO. & STREET, CITY, STATE, ZIP) IF DIFFERENT FROM ABOVE.

SCHEDULE OF PAYMENTS	BANK CHECKING ACCOUNT INFORMATION
BASIC MONTHLY LEASE PAYMENT \$ _____ FOR _____ MONTHS Plus applicable taxes & supplemental assurance and or other fees as described in this lease. First & Last payments required upon commencement date. NO CANCELLATION ALLOWED DURING LEASE TERM	BANK NAME: _____ ACCOUNT # _____ ROUTING # _____ THIS LEASE IS NON CANCELABLE. THERE IS NO TRIAL PERIOD.

In this Lease Agreement, the words, "I", "me", "mine", mean the Lessee or parties leasing the Equipment. The words "you", "yours" mean the Lessor. "Equipment" is the item I am leasing and encompasses any combination of tangible assets, rights to access or use services, software, documentation, and manuals, etc. **As part of this lease, I agree:**

- to pay you the total amount shown above upon signing this Lease Agreement and I agree to pay all additional Lease payments when due starting with the **Commencement Date**, as defined in this lease;
- to authorize you to automatically debit the bank checking account for all charges I incur under this Lease Agreement. It is understood you will debit such charges when they are due so as to avoid the incurrence of late charges. I also understand and agree that automatic debiting of lease charges is required under this Program and should you find it necessary to switch to statement billing due to a failure of automatic debiting, you are authorized to add a \$10.00 per month service charge to my monthly payment amount as reimbursement for your added services and processing expenses;
- that, in the event I choose to make any required payment by using a credit card, you are authorized to add a \$10.00 per payment service charge to my payment as reimbursement for you added service and processing expenses;
- you and your authorized affiliates are authorized to check my credit and employment history and to provide credit history information to others about your credit with me and that this authorization shall be continuing and non-revocable by me until all rents and charges allowed by the lease are paid in full;
- to abide by all the terms of this lease agreement;
- to pay the sum of \$5.95 per month, as **Supplemental Assurance**, for the repair or replacement of the leased equipment for any failure or defect of the equipment not covered by the vendor's or manufacturer's warranty, provided said failure or defect of the equipment is not caused by water or liquid damage, power surges or willful or wanton destruction of the equipment. This protection and charge commences on the Commencement Date and shall continue as long as the lease is not in default or I am not in breach of the terms of the lease. I understand that the repair or replacement shall be with comparable equipment at your discretion and that 1st American Leasing shall have no other responsibility or liability. 1st American Leasing reserves the right, at its discretion, to not offer this item;
- that I have been informed in writing by you of the Equipment Vendor's identity, and that I may have rights under the purchase agreement between the Vendor and Lessor and I may contact the Vendor for a description of any such rights.

The parties agree that this Agreement shall be governed and interpreted in accordance with the laws of the State of Michigan and, for the purpose of resolving any issue pertaining to the conflict of laws, this Agreement shall be deemed fully and solely executed, performed and/or observed in the State of Michigan. The parties hereto EXPRESSLY CONSENT to personal jurisdiction in the State of Michigan in any action or proceeding brought in any court therein, state or federal, arising from or alleging facts arising from the transaction completed herein. The parties expressly waive any objection to venue in the courts of the State of Michigan and waive, in so far as permitted by law, any right to a trial by jury so that the trial will be by and only to the Court. The parties acknowledged that 1st American Leasing deems this provision essential to its consideration of entering into this lease and would not enter the lease without this provision. CONSENT TO SERVICE OF PROCESS. The Parties agree that any process served for any Court Action or proceeding shall be valid if mailed by certified mail, return change of address.

I have read and agree to the terms which appear on each page of this Lease. I represent that this Equipment is being leased for business and/or professional purposes and I agree that under no circumstances shall this Lease be construed as a consumer contract. I acknowledge a receipt of a copy of this Lease Agreement, with all lease terms filled in, and acknowledge and agree that I shall be deemed to have unconditionally accepted the Equipment you have leased to me under this Lease Agreement on the terms specified. I understand that my promises under this Non Cancelable Equipment Lease Agreement become irrevocable upon the **Commencement Date**, as defined in this agreement, and that the lease commences on that date. I acknowledge that I have read all the terms of this Lease Agreement. I further acknowledge that I understand that the vendor and 1st American Leasing are separate and distinct entities or companies.

LESSEE X _____ DATE: _____

SIGNATURE

TITLE

PRINT NAME

TITLE

1st American Leasing _____ DATE: _____

BY

Authorized Signature

AGENCY DISCLAIMER- NEITHER VENDOR (SUPPLIER) NOR ANY AGENT OR REPRESENTATIVE OF VENDOR IS AN AGENT OF LESSOR. NOR ARE THEY AUTHORIZED TO WAIVE, MODIFY, OR ALTER ANY TERMS OF THIS LEASE. THEIR REPRESENTATIONS SHALL IN NO WAY AFFECT LESSEE'S OR LESSOR'S RIGHTS AND OBLIGATIONS UNDER THIS LEASE. **PERSONAL GUARANTY:** To induce you to enter into this Lease, the undersigned unconditionally guarantees to you the prompt payment when due of all of Lessee's obligations to you under the Lease. You shall not be required to proceed against Lessee or the Equipment or to enforce any other remedy before proceeding against the undersigned. The undersigned agrees and/or consents: **a)** to pay all attorney fees and other expenses incurred by you by reason of the Lessee's default; **b)** to waive notice of the acceptance hereof and of all other notices or demands of any kind of which the undersigned may otherwise be entitled; **c)** to any extensions of time or modifications in the amount of payment granted to Lessee; **d)** to the release and/or compromise of any obligations of lessee or any other obligors and guarantors without in any way releasing the undersigned from its obligations hereunder; **e)** to the credit check provisions of this lease; and **f)** to the jurisdiction and venue provisions of this lease.

THIS IS A CONTINUING GUARANTY.

Authorized Signature (Personal Guarantor #1 No Title Allowed) _____

Authorized Signature (Personal Guarantor #2 No Title Allowed) _____

Witness Signature _____

Date _____

Date _____

Date _____

PRINT NAME

PRINT NAME

PRINT NAME

CERTIFICATE OF ACKNOWLEDGEMENT AND ACCEPTANCE OF LEASED EQUIPMENT: I hereby acknowledge receipt of all the Equipment described in the Lease and accept the Equipment after full inspection thereof as satisfactory for all purposes of the Lease. **I acknowledge that my non-cancelable rental obligation under the Lease commences on the Commencement Date.**

LESSEE X: _____

By X: _____

SIGNATURE

PRINT NAME

TITLE

DATE OF DELIVERY

("COMMENCEMENT DATE")

Additional Lease Terms and Conditions:

1. Commencement of Lease - Lease Term: The "Commencement Date" for this lease shall mean the date the Lessee receives the equipment, or the verification call, if applicable, whichever occurs last. The signed certificate of acknowledgement shall be deemed evidence of receipt of the equipment for all purposes of this lease. The Lease Term will commence on the Commencement Date and shall expire at the end of the number of months indicated above. **End of Lease Term:** At the end of the Lease Term I have the following options: **1)** I can promptly return the Equipment in good condition, except for ordinary wear and tear, to you or to the person and place you indicate, or **2)** I can purchase the Equipment for the fair market value at that time as quoted by you plus any applicable taxes, or **3)** I can extend upon all of the terms and conditions as stated herein for a period of one year from its expiration date without the necessity of the execution of any further instrument or document. I will notify you in writing as to which option I choose at least 60 days but not more than 120 days before the expiration of the Lease. At the end of this additional year I again have available to me the above option 1, 2 and 3. Unless I notify you in writing of which option I chose 60 days prior to the expiration of the Lease Term, I shall be deemed to have chosen option **3** (one year renewal).

2. Late Payments and Collection Costs: If I do not make a payment within 10 days of its due date, I must pay you in addition to the payment of a late fee of 15% of the amount past due (but at least \$20.00) for each late payment. Each month the past due payment remains unpaid, an additional late fee in the amount defined will be assessed. I will also pay your actual collection costs. Such collection costs include, but are not limited to charges for collection letters and phone calls.

3. NO WARRANTIES BY LESSOR. I represent that to you I have selected the Equipment leased hereunder and I acknowledge that you have not made and make no representations or warranties of any kind or nature, directly or indirectly, express or implied, as to any matter whatsoever, including the suitability of the Equipment, its durability, its condition, and/or its quality; and, as between us.

4. I LEASE THE EQUIPMENT "AS-IS". You also disclaim any warranty of merchantability or fitness for use or purpose whether arising by operation of law or otherwise. You and your assignee will not be liable to me or others for any loss damage or expense of any kind or nature caused directly or indirectly by the Equipment however arising, or the use or maintenance thereof or the failure of operation thereof, or the repairs, service or adjustment thereto. No representation or warranty as to the Equipment or any other matter by the Vendor or others shall be binding on you, nor shall the breach of such relieve me of, or in any way, affect any of my obligations to you herein. If the Equipment is not satisfactory for any reason, I will make any claim on account thereof solely against the Vendor and I will nevertheless pay you all rent payable under this Lease. You agree to assign to me, solely for the purpose of making and prosecuting any such claim, any rights you may have against the Vendor for breach of warranty or representation respecting the Equipment. Regardless of cause, I will not assert any claim whatsoever against you for loss of anticipatory profits or any other indirect, special or consequential damages. You make no warranty as to the treatment of this Lease for accounting or tax purposes. **Notwithstanding any fees which may be paid by you to Vendor or any agent of Vendor, I understand and agree that neither Vendor nor any agent of Vendor is your agent or is authorized to waive or alter any terms or condition of this Lease.**

5. NON CANCELABLE LEASE. I CANNOT CANCEL THIS DURING THE TERM HEREOF. I acknowledge that you will not be bound by any verbal agreements or amendments modifying the terms of this lease.

6. ASSIGNMENT: YOU MAY ASSIGN OR TRANSFER THIS LEASE OR YOUR INTEREST IN THE EQUIPMENT, ANY RENTALS OR ANY SUM DUE OR TO BECOME DUE UNDER THIS LEASE WITHOUT NOTICE TO ME. Your assignees or transferees shall have all of your rights powers privileges and remedies but none of your obligations under this Lease and I agree that I will not assert, against any of your assignees or transferees, any defense, counterclaim or offset that I may have against you. I acknowledge that any assignment or transfer made by me shall not materially change Lessee's duties or obligations under this Lease nor materially increase the burdens or risks imposed on me. I agree that you may assign or transfer this Lease or your interest in the Equipment, rentals or other sum due or to become due even if said assignment or transfer could be deemed to materially affect my interests. You may assign this Lease and/or mortgage the Equipment in whole or in part without notice to me, and your assignee or mortgagee may reassign this Lease and/or such mortgage, without notice to me.

7. EVENT OF DEFAULT. I WILL BE IN DEFAULT OF THIS LEASE if: **a)** I fail to pay any amount due you within ten (10) days of the due date; **b)** the Equipment becomes involved in any civil or criminal actions or suits or is seized by law enforcement agencies due to my neglect or misconduct; **c)** I or any guarantor of this lease becomes insolvent; **d)** a receiver, trustee, conservator or liquidator is appointed as to all or a substantial portion of my assets, with or without my application or that of a guarantor; **e)** there is filed by or against me or any guarantor of this lease a petition in U.S Bankruptcy Court, **f)** I or any guarantor has made an assignment for the benefit of creditors; **g)** the Equipment is lost, stolen or destroyed; **h)** I fail to return the Equipment at the end of the lease term, if required hereunder; **i)** I fail to perform any other term, covenant or condition of this lease; **j)** or I fail to have sufficient funds in my account for any authorized debit, including personal property taxes owed, at the time said debit is attempted.

8. REMEDIES. Upon the occurrence of any event of default by me, and at any time thereafter, you have the right in your sole discretion to exercise one or all of the following remedies to the extent permitted by law: **a)** terminate this lease without giving me notice; **b)** require the immediate payment of all amounts then due plus the unpaid balance of the amounts due for the original or extended term of the lease; **c)** enter the premises where the Equipment is located and take possession of the Equipment, or request that I return the Equipment to you; **d)** re-lease or sell any or all of the Equipment at public or private sale on such terms and notice as you deem reasonable, in which case you will also be entitled to damages; **e)** charge me any amount necessary to put the Equipment in good condition, ordinary wear and tear excepted; **f)** continue to charge me additional monthly lease payments beyond the end of the lease term until I have cured the default; **g)** automatically debit or otherwise charge, without notice to me, any or all of my bank accounts (including but not limited to merchant accounts established pursuant to a credit card processing program), credit cards or other lines of credit which I may maintain with or access by or through you, any state or federally chartered bank or financial institution where I have an account, or any merchant card processing service provider maintains an account on my behalf, for any sum due you under this lease which is not paid when due for any court judgment obtained by you for any amounts

due under the terms of this lease and I HEREBY EXPRESSLY AUTHORIZE ANY SUCH FINANCIAL INSTITUTION to provide you on your request, with any information so requested concerning such accounts or lines of credit, and honor your draft or other debit order on any such account or line of credit; **h)** obtain and share information on my or guarantor's assets, employment, or available credit lines for purposes of collecting monies I owe you; **i)** exercise any other right or remedy which may be available to you under the Uniform Commercial Code or any other applicable law; **j)** pursue all late payments and collection costs, including attorney fees or collection agency fees, as described in this Lease Agreement in the same manner as all other delinquent payments; and **k)** pay to you a fee for breach of contract of \$100.00. I will pay all costs and expenses allowed by law incurred by you associated with the repossession, removal or de-installation of the Equipment for whatever reason, including but not limited to recovery, storage, repair, sale, re-lease or other disposition of the Equipment. I will pay attorneys fees of not less than 25% of the total lease payments, or actual fees, whichever is greater, and all costs incurred in connection with enforcing your rights due to my default, or defending your lease. I agree that I will also pay a fifty dollar (\$50.00) disposition fee if you repossess the Equipment. Each remedy set forth will be considered to be cumulative and in addition to any other remedy set forth herein or otherwise available to you at law or in equity. No express or implied waiver by you of any default shall constitute a waiver of any other or subsequent default by me or a waiver of any of your rights.

9. Maintenance of Equipment. I agree to maintain the Equipment in good operating and physical condition at my expense, ordinary wear and tear excepted.

10. Repayment Terms. I promise to pay you each Payment due under this Lease Agreement by the date it is due. I Fully Recognize Your Right To Enforce The Lease Free From Any Defenses, Offsets Or Counterclaims.

11. Buy-Out Option During the Lease Term. I shall have the option to buy out the Lease during the term of the Lease at the price to be quoted by you at that point in time.

12. Warranties. I understand that the Manufacturer may have provided a warranty on the Equipment. I will refer to the owner's manual or separate Manufacturers certificate for the actual terms of the warranty. **I understand that you have not given me either express or implied warranties for the equipment I am leasing or other services, access and/or use with the equipment. You have specifically disclaimed any implied warranties at merchantability and/or fitness for any particular use. You will have no liability for indirect, consequential or special damages. I have chosen this specific equipment based on my own judgment and expressly disclaim any reliance upon any statements or representations made by you.** I hereby appoint you as agent to correct any inaccurately described identification numbers of the Equipment.

13. Equipment Servicing. I understand that no servicing of any kind is provided by 1st American Leasing. I am to look to the Dealer/Supplier for any claims, servicing, or warranties, if any. I specifically and unconditionally waive any claim, present or future, against 1st American Leasing, for any failure of equipment, service or disoperation of any kind, whatever, and such failure of service or disoperation is no basis for non-fulfillment of my obligations under this lease.

14. Add-On Leases. Upon my request and subject to your approval, additional Leases can be added to this Lease Agreement unless I am in default. Such Add-Ons will be bound by the terms of this Agreement and will identify this Agreement by its Account and/or Lease Number.

15. Loss or Destruction of the Equipment. I shall bear the entire risk and be responsible for, loss, theft, damage or destruction of the Equipment from any cause, whatsoever, after my receipt of the Equipment. I will notify you immediately, if the Equipment is lost, destroyed, stolen or taken by any other person. If the Equipment has only been partially damaged, you may require that I have it repaired. If you determine it is not repairable, then it will be considered destroyed.

16. Insurance. I will keep the equipment fully insured against loss, destruction, theft or damage and will provide an insurance binder naming you as loss payee.

17. Appointed Agent. I hereby irrevocably appoint you as my attorney-in-fact to (a) make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any insurance policy; and (b) sign any UCC-Financing Statements to perfect any and all security interests granted hereunder, and to reflect in the public records that the Equipment is leased to me and owned by you.

18. Notice. I will send all notices to you in writing by certified mail to your address on the front page of this Lease. You will send all notices to me at the address listed on this Lease unless I tell you of a change of address.

19. Changes on Terms of the Lease. This lease explains all the terms and conditions for the use of the Equipment I am leasing. The terms and conditions may not be changed orally. You and I must both give written approval before any

changes are made.

20. Assignment. Without your prior written consent, I will not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this lease or any interest therein, or (b) sub-lease, or lend the Equipment or permit it to be used by anyone other than me or my employees. Subject to the foregoing, this lease inures to the benefit and is binding upon the heirs, legatees, personal representative survivors and assigned of the parties hereto.

21. Alterations. I shall not make alterations, additions or improvements to the Equipment without your prior written consent. All additions and improvements made to the Equipment shall belong to you.

22. Ownership. The Equipment is, and shall at all times remain, your property and I shall have no right, title, or interest in it except as expressly set forth in this Lease. I will not directly or indirectly create or permit to exist, and will promptly and at my own expense discharge, any lien, charge or encumbrance on the Equipment, except for any lien, charge or encumbrance resulting solely from your acts. You may sign and file any documents, including a copy of this lease, in the public records as necessary to protect your ownership and any security interest in the Equipment. You have provided me with a label stating that you are owner of the Equipment and I agree to affix it to and maintain it on the Equipment.

23. Use. I shall use the Equipment in a careful manner and shall comply with all laws relating to its possession, use and maintenance, I will keep the Equipment at the location shown herein above, and shall not remove the Equipment without your written consent.

24. Indemnity. To the extent permitted by law I shall indemnify you against, and hold you harmless from, any and all claims, actions, proceedings, expenses, damages and liabilities, including attorney's fees, arising in connection with the Equipment, including without limitation, its manufacture, selection, purchase, delivery, possession, use, operation or return. All indemnities provided under this Agreement shall survive the expiration or termination of this lease.

25. Taxes. I shall pay upon invoice from you all license fees, assessments and sales, use, property, excise and other taxes now or hereafter imposed by any governmental body or agency with respect to the Equipment, or delivery, installation, lease, possession and use thereof, excluding, however, all taxes attributable to or measured by your net income, and shall assume the risk of liability arising from or pertaining to the possession or use of the Equipment. I intend the rental payments hereunder to be net to you. In the event you shall pay any such taxes, I HEREBY AUTHORIZE YOU TO AUTO DEDUCT, after notice to me in writing seven (7) days in advance, from any account maintained by me in the same manner as the lease payment is authorized to be deducted. Should you choose not to auto deduct, then I shall promptly reimburse you upon demand, I hereby agree to indemnify you from and against, and agree to defend you against, any and all claims, costs, actions, expenses, (including reasonable attorney fees), damages, obligation, lien and liabilities arising from or pertaining to the possession, manufacture, purchase, lease, operation or use of the Equipment, and the loss or disallowance, in whole or in part, of any benefits of depreciation and/or investment tax credit, or the right to claim the same, pursuant to the Internal Revenue Code, as may be amended, unless such loss or disallowance is due to your failure to have sufficient liability for tax against which to apply such benefits. Change of Name, Billing Address, Vehicle Equipment Is Installed In, Bank Account Change. I will inform you, within one week, of any change in my name, address, billing address, telephone number location of the equipment, or the bank checking account used for ACH debit. You will charge me \$100 if I fail to do so. You are authorized to correct any typographic or spelling errors made on the front of the Lease Agreement regarding my address, telephone numbers or the equipment leased.

26. Miscellaneous. If any provision in this lease is invalid, such invalidity shall not affect the validity of the remaining provisions of this Agreement and we agree to substitute for the invalid provision a valid provision which most closely approximates the effect and intent of the invalid provision. Notwithstanding any provision contained herein the maximum amount charged and collected shall not exceed the maximum amount which may be lawfully contracted for, charged and received in the lease transaction as determined by final judgment of a court of competent jurisdiction, including appeals therefrom.

Vendor's Bill of Sale: For good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby sells, assigns, transfers and sets over the Equipment to 1st American Leasing.

Vendor Name: _____ Dated: _____

Vendor Signature: _____



LEASE CONFIRMATION

I UNDERSTAND THAT:

- _____ (INITIAL) This Lease is NON CANCELABLE and I have read all FOUR (4) Pages of this contract. (This lease cannot be canceled by the lessee during the term hereof as stated in the lease contract.)
- _____ (INITIAL) The return of any equipment will not release lessee from full payment of the lease, as stated in the lease contract.
- _____ (INITIAL) This lease is a binding agreement between the lessee and 1st American Leasing. No written or verbal alteration of this lease contract by a sales representative will be accepted as stated in the lease contract.
- _____ (INITIAL) This lease is for \$_____ and the payments are for _____ months. Plus all applicable taxes and supplemental assurance and or other fees as described in this lease.
- _____ (INITIAL) I authorize any lease charges or payments to be deducted from or charged to any account that is provided to 1st American Leasing.
- _____ (INITIAL) I understand that 1st American Leasing and the equipment vendor and or service provider are completely separate companies. I also understand that the equipment vendor and or service provider is NOT and agent or representative of 1st American Leasing and as such cannot obligate 1st American Leasing to any agreement written or verbal that may be made outside of this lease agreement.

The above must be read and acknowledged by lessee before signed and dated.

I have read and understand the above statements and have given my initials that the above is part of my lease with 1st American Leasing. Additionally, I certify that I am the person I represent myself to be as signed below. I also certify that I am authorized to sign these lease documents on the behalf of this company. I have not been offered any "trial period", incentive, rebate, buy-out, repurchase, bailout, alternative/offsetting compensation, or promise of return as an inducement to accept the terms of this lease agreement. I am relying solely on the above mentioned lease agreement to make my decision to enter into this agreement. I acknowledge that 1st American Leasing does not express any opinion as to the appropriateness, propriety or price of the equipment being leased: this is solely between the lessee and the equipment vendor only. Furthermore, I am comfortable with the products being leased and its suitability/usability for my business. I also acknowledge that I have received a copy of this lease agreement.

Company Name

Owner/ Authorized Signature

Printed Name of Signature

Date

• INSTRUCTIONS FOR VENDOR •

Procedures for Leasing -- 1st American Leasing LLC

***** Any and All equipment being leased must be PCI Compliant as well as EMV Compliant and EMV Ready at time of equipment installation.**

1. Submit the Customer's Application as well as a clear copy of the Drivers License and Business License (if business has one) by fax to 804-897-0201 or e-mail to: apps@vmspayments.com
Please make sure the Customer Lease Application is completely filled out and signed including the age of business for us to score properly.
2. We will e-mail you back the approvals as we get them from underwriting.
3. After the equipment is installed, it is necessary for 1st American Leasing to have a verbal verification done. Please refer to the verifications portion below.
4. 1st American Leasing takes 2 advanced payments directly from the merchant 10 days from the date of the verification/funding. Please make sure all merchants are aware of this.
5. If the merchant lives in KANSAS, PENNSYLVANIA, VERMONT, TENNESSEE, OR SOUTH DAKOTA they must sign "FORM A" in addition to the 4 page lease agreement. These 5 states have 3 day rescission law, so the verbal cannot be completed until AFTER the 3rd business day of the date they signed the form.

VERIFICATIONS -- (The verification process typically takes between 2 & 4 minutes to complete.)

1. **Our office will contact the merchant directly to complete the verification. Please let us know when the equipment installation & training has been completed and when they are ready for verification, then we will call the merchant during our business hours of Monday-Thursday 9:00-5:00 pm EST and Friday 9:00-4:30 pm EST.**
2. PLEASE NOTE: Any verifications completed after 3:30pm EST will be funding the following business day, provided we have all the needed documents
If you need a question answered or have a problem, please call our office between 9AM and 5PM at 888-884-6111 and anyone in Leasing will be able to help you

FUNDING

1. Fax or e-mail the signed and completed lease documents along with YOUR CUSTOMER'S voided check.
 - We will fund on a faxed copy of the lease as long as it's VERY CLEAR AND LEGIBLE. If we decide it is not legible, then you must overnight the lease originals and we will fund once we receive the clear copy of the lease. (IF FUNDED ON A FAXED COPY, *YOU MUST SEND ORIGINAL LEASES TO 1ST AMERICAN LEASING THROUGH MAIL OR OVERNIGHT AS SOON AS POSSIBLE.*)
2. We are able to ACH funds to your account the same day as the verification is completed, provided all other documents are received by our office preceding the verification.
(Includes: Lease agreement, business voided check, Drivers License copy and Business License)

Merchant Application & Agreement

ISO Versatile Merchant Solutions, LLC. Agent / Sales Rep _____ Date Submitted _____

Business Corporate Information

Legal Business Name _____ Address _____

City _____ State _____ Zip _____ Phone # _____

Date Business Started _____ Federal Tax ID _____ Email _____

DBA Business Information (Doing Business As) If not the same as above

DBA Business Name _____ Address _____

City _____ State _____ Zip _____ Phone # _____

Mail the Statements to: Legal ☐ DBA ☐

Type of Ownership: Corporation ☐ Sole Proprietor ☐ LLC ☐ Partnership ☐ Type Products/Services Sold: _____

Type of Service: Retail ☐ Restaurant ☐ w/Tip ☐ MOTO ☐ Other _____ Card Swipe % _____ Hand Keyed % _____

Owner's/ Officer's Information

Owners Name _____ Social Security # _____ DOB _____

Residence Address _____

City _____ State _____ Zip _____ Driver's License # _____ Issue Date _____ Expires _____

Phone _____ Cell Phone: _____

Transaction Information

Terminal Type _____ Dial ☐ IP/High Speed ☐ SVC Discount Fee / Rate % _____

Mthly Stmt/Acct Fee \$ _____ Mthly Min Fee \$ _____ AMEX Opt Blue Yes ☐ No ☐ Next Day Funding \$ _____ Mthly Yes ☐ No ☐

Avg Ticket Amt: \$ _____ Mthly Processing Volume \$ _____ AMEX Direct: CAP# or SE# _____

ACH Authorization: I authorize Debit Technologies Inc., its Affiliates, and or DTI Card Payment Processor to debit the bank account listed DDA: _____ ABA: _____ on this agreement or any other agreement between my business and Debit Technologies Inc or any other bank account my company has with any other bank, via ACH, for any amount I owe Debit Technologies Inc or under any contract or guarantee including charge-backs for up to eighteen months after expiration of agreement. In the event Debit Technologies, Inc. demands sum due, or such ACH does not fully compensate Debit Technologies Inc for the amount I owe, I will immediately pay Debit Technologies Inc. in full. Credit Check Authorization: By Signing below, I hereby permit Debit Technologies, Inc. to store and/or disclose any information on this application and any other documentation obtained from either my business or any other consumer reporting agency. **INCLUDE COPY OF: VOIDED CHECK/ DRIVER'S LICENSE / BUSINESS LICENSE / STORE FRONT PHOTO / PROCESSING STMT**

Merchant is responsible to: 1 Ensure compliance with cardholder data security and storage requirements. 2 Maintain fraud and charge-backs below thresholds. 3 Review and understand the terms of the MA&A. 4 Comply with the Visa/MasterCard/Discover/American Express operating regulations. The responsibilities listed above do not supersede terms of the MA&A and are provided to ensure the merchants understands the important obligations of each party and that the Visa/MasterCard/Discover/American Express member. "Acquirer" is the ultimate authority should the Merchant have any problems. 5 Comply with card organization rules. 6 Retain a signed copy of this MA&A and this Disclosure Information. Please read the Merchant Application and Agreement (MA&A) Booklet also known as the Merchant Services Guide in its entirety. It describes the terms under which we will provide merchant processing Services to you. Merchant understands that a copy of the MA&A terms booklet is available for downloading from the internet at: <http://www.dticredit.com>. Merchant further acknowledges reading and agreeing to all terms in the MA&A booklet, which shall be incorporated into this MA&A. By its signature below, Client acknowledges that is has received (either in person, by facsimile, or by electronic transmission) the MA&A booklet consisting of 12 pages (including this confirmation).

Individual Guaranty – No Titles

As a primary inducement to PROCESSOR and BANK and to enter into this MA&A the undersigned Guarantor(s), by signing this MA&A jointly and severally, unconditionally and irrevocably, personally guarantee the continuing full and faithful performance and payment by Merchant of each of its duties and obligations to Processor under this MA&A or any other agreement currently in effect or in the future to entered into between Merchant or its principals and Processor, as such agreements not exist or are amended from time to time, with or without notice. Guarantor(s) understands further that PROCESSOR and BANK may proceed directly against Guarantor(s) without first exhausting their remedies against any other person or entity responsible to it or any security held by PROCESSOR and BANK and Merchant. This guarantee will not be discharged or affected by the death of the undersigned, will bind all heirs, administrators, representatives and assigns and may be enforced by or for the benefits of any successor of PROCESSOR and BANK and guarantor(s) understand that the inducement to PROCESSOR and BANK and to enter into this MA&A is consideration for the guaranty, and that this guaranty remains in full force and effect even if the Guarantor(s) receive no additional benefit from the guaranty.

AGREED AND ACCEPTED:

Signature

Date

For All Businesses – Business Resolution

The indicated officer(s) identified 2 below have the authorization to execute the MA&A on behalf of the here within named business. MERCHANT UNDERSTANDS THAT THIS MA&A SHALL NOT TAKE EFFECT UNTIL MERCHANT HAS BEEN APPROVED BY PROCESSOR AND BANK AND A MERCHANT NUMBER IS ISSUED.

AGREED AND ACCEPTED

Signature

Date

This Merchant Services Agreement (hereinafter referred to as the "Card Payment Discount Program" is made this ____ day of _____, 20____, by and between Versatile Merchant Solutions, LLC and Debit Technologies, Inc., ("VMS/DTI") a Texas Corporation having its principal offices at 700 Corporate Circle, Suite E, Golden, CO 80401 and: (Merchant) _____ having its place of business at (address) _____.

WITNESS WHEREOF the parties have executed this Agreement by a duly authorized representative as of the date first set forth above both parties agree: Merchant desires to participate in the VMS/DTI Card Payment Discount Program and WHEREAS, VMS/DTI is engaged as the "Payment Services Provider" is in the business of processing, installing, operating, servicing, and/or selling Point-of-Sale Terminal products, proprietary electronic interfaces, and electronic transaction processing which will provide debit and credit card processing services on an exclusive basis, hereinafter referred to as "Processing Services". Card payment processing services shall be provided by VMS/DTI. The purpose of this Agreement is to set forth the terms and conditions under which VMS/DTI may establish merchant accounts (using the information provided by merchant) for both credit and/or debit transactions and pay on behalf of Merchant specifically card-present base interchange processing costs and per item interchange transaction fees, excluding the following fees: Visa (FANF) Fixed Acquirer Network Fee, MasterCard (MALF) Acquiring Licensing Fee, Visa/MC Credit Acquirer Fees, Chargeback sale amounts, Chargeback-Retrieval fees, Non-Swiped Keyed, Telephone transaction fees, Dues & Assessments, International and Foreign card transaction fees, and excluding any additional ancillary fees which may be imposed. In addition Merchant agrees to pay _____ cents or _____ % per card payment transaction billed monthly. Merchant agrees to not let any person or company (other than VMS/DTI) interfere with the operation of the terminal equipment or card payment processing services, nor install or allow to have installed any other debit or credit card processing equipment on the premises during any term of this agreement.

1. **VMS/DTI Establishment of Services.** In the event VMS/DTI elects to replace equipment, Merchant may be required to package defective equipment for a courier service to pick up and Merchant may be required to pay delivery freight expenses for the equipment replacement. VMS/DTI will provide at no charge and Merchant agrees to install and place public disclosure signage at the point-of-sale in a clear and conspicuous location disclosing the Card Payment Discount Program. Disclosure signage shall remain visible to the public during the term or any renewal of this agreement. Merchant agrees to install replacement signage and/or window sticker decals as required by VMS/DTI.

2. **VMS/DTI Product Pricing, Discounts, and Customer Service Fee.** As stated on the disclosure signage Merchant agrees as part of its regular, standard, list product pricing that a "Customer Service Charge" (CSC) will be established and assessed on all sales including cash, checks, credit & debit cards, etc. Merchant agrees to establish the initial Customer Service Charge amount of _____ (% or \$). Through the use of VMS/DTI proprietary payment terminal software Merchant agrees to apply an immediate automatic discount to its customers who choose to pay with cash or check. No discount will be given to customers paying by credit or debit card. All individual posted product pricing will be the net price after the discount is applied. In the event the monthly average card sale amount is greater than the initial amount indicated in the merchant application documentation then merchant agrees to increase the Customer Service Fee as required by VMS/DTI or pay the difference as an increase in the Customer Service Charge.

3. **VMS/DTI Obligations of Retail Client.** It is understood that Merchant has hereby appointed VMS/DTI as its exclusive agent to deal with all service providers in matters regarding establishment of services for the term and any renewal periods of this contract including establishing a merchant account using all information provided including the transfer of original signatures. For all amounts owed Merchant authorizes VMS/DTI to initiate ACH debit and credit entries to the Merchant's checking or savings account as indicated on the Merchant Processing Application and Agreement. Merchant may cancel or transfer to another bank this method of billing with ten (10) days prior written notice to VMS/DTI. Merchant agrees - to NOT provide cash back, extra cash, change, or any other form of additional funds which cause the total card payment transaction sale amount to increase in value beyond the initially established average sales ticket amount. Merchant agrees all fees and or amounts owed under the terms of this Agreement may be collected via ACH electronic bank draft.

4. **Term.** The term of this Agreement is one (3) year from the date of complete installation of all Equipment for all Locations covered by this Agreement. Unless otherwise notified in writing and said notice has been delivered ten (10) days prior to expiration to VMS/DTI at the above listed address by US Certified Mail this Agreement shall automatically renew for continuous one (1) year periods without further notice or action. If this agreement is cancelled prior to the current expiration period a \$250 cancellation fee will be assessed.

5. **VMS/DTI Discount Program Parameters, Modifications, Program Guide, and Merchant Processing Application (MPA).** Merchant acknowledges it has reviewed and accepts the terms of this agreement and the Merchant Processing Application either online (www.VMS/DTIcredit.com) or by hard copy and the Program Guide has been made available for review and that VMS/DTI has the authority on behalf of the Merchant to complete the Merchant Processing Application and establish services including the transfer of original signatures to the merchant application and other docs. A \$25 monthly charge will apply to accounts on file that are inactive. VMS/DTI has the authority to increase or lower the Customer Service Charge or any other fees from time to time as business conditions change. Merchant agrees to comply with all network card association rules and policies including maintaining PCI-DSS SECURITY compliance. Merchant is required to utilize VMS/DTI for provision of PCI-DSS SECURITY certification; an annual fee of \$125 per location for PCI compliance will be assessed annually or monthly regardless if merchant contracts for PCI with any other provider. A \$4.95 monthly per location IRS government compliance and \$10 monthly account fee will be assessed. Rules and regulations of the debit and credit card payment networks are subject to change and may impose additional fees, which will be assessed to Merchant. Merchant is responsible for reimbursement to VMS/DTI for any Charge-Back sale amounts that may occur plus a \$25 Charge-Back Fee per occurrence. In the event merchant does not pay any chargeback sales and/or fees VMS/DTI may submit to a third party collection agency for amounts owed.

6. **Assignments.** This Agreement is assignable by VMS/DTI without Retail Client's consent. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

7. **Notice.** Any notices required or permitted to be provided by one party to the other pursuant to this Agreement shall be in writing and shall be sufficient and deemed given (i) if by hand delivery, upon receipt thereof, (ii) if mailed, three (3) days after deposit in the mail, postage prepaid, certified mail, return receipt requested, or (iii) if by next day delivery service, upon such service. All notices shall be addressed to the party at the appropriate address first set forth above.

8. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, such determination shall not affect the validity or enforceability of any remaining provisions of this Agreement. If any provision of this Agreement is invalid under any applicable statute or rule of law, it shall be enforced to the maximum extent possible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

9. **No Waiver.** The failure of either party to exercise any right or remedy provided for herein shall not be deemed a waiver of any right or remedy hereunder. No waiver by any party of any breach of any provisions hereof shall constitute a waiver unless made in writing signed by the party.

10. **Headings and References.** The captions used in this Agreement are for convenience only and are not to be considered in interpreting this Agreement.

11. **Entire Agreement.** Each party acknowledges that this Agreement, including any Exhibits annexed hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and merges all previous proposals, negotiations, representations, commitments, writings, understandings, agreements, and all other communications, both oral and written, between the parties.

This Agreement may not be modified or altered except by a written instrument executed by a duly authorized representative of each of the parties.

VMS/DTI Agent:	Merchant Signature:
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Date:

Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-				-		
or										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.