

Contractor Agreement

In consideration for being permitted to participate as a contractor in programs offered by FTL Capital Partners, LLC, d/b/a FTL Finance (“FTL”), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned contractor (“Contractor”) hereby represents, warrants and agrees as of _____, 201__ as follows:

1. The information contained on the New Contractor Registration Form is correct and complete.
2. Contractor will comply with all applicable Federal, state and local laws, ordinances, rules and regulations with respect to the sale and installation of equipment, goods, materials, and/or provision of services for which FTL might provide financing (the “Financed Items”).
3. Each agreement (“Contract”) entered into between Contractor and a customer (“Customer”) for the sale and installation of the Financed Items will comply in all material respects with, and was created in accordance with and does not contravene any, applicable state and federal laws and regulations, including, without limitation, consumer laws. At the time financing is provided by FTL to the Customer, no Contract is or will be subject to any right of rescission, offset, set-off, counterclaim, cooling-off period, claim or defense (collectively, a “Defense”), nor will the operation of any of the terms of any Contract, or the exercise of any right thereunder, render either the Contract unenforceable in whole or in part, or subject the Contract to any Defense, and no such Defense has been asserted with respect thereto.
4. Each Contract and the signature thereon is genuine and each Contract is the legal, valid and binding obligation of the Customer and Contractor and is enforceable in accordance with its terms.
5. In the event the Financed Items include things for which a mechanics lien would be filed, Contractor agrees to provide a lien waiver to Customer and to obtain lien waivers from all of Contractor’s subcontractors and suppliers in a form substantially conforming to **Exhibit A** attached hereto, or, if another form of mechanic’s lien waiver is prescribed by the law of the state where the project is located, then such other statutory lien waiver.
6. At the time of installation, the Financed Items will be in good working order and not defective. The installation of the Financed Items will have been completed in accordance with applicable industry and local standards and best practices.
7. Contractor agrees to indemnify, defend and hold harmless FTL, its officers, directors, managers, members employees and agents (the “FTL Parties”) from and against any and all claims, losses, damages, demands, suits, costs, expenses (including attorneys’ fees and court costs) incurred by any of the FTL Parties arising out of or related to a breach of the foregoing representations and warranties or negligent acts or omissions by Contractor or its officers, directors, managers, members, employees, agents or contractors. Notwithstanding any provision to the contrary in any agreement between Customer and Contractor, to the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Contractor and FTL Parties (the “Indemnitees”) from and against any and all suits, claims, damages, losses, costs, settlements, arbitration awards and expenses, including attorney’s fees suffered, incurred or arising from mechanics’ or materialmen’s liens and any other claims for payment asserted against any one or all of the Indemnitees by Contractor or any subcontractor, supplier, consultant, architect, engineer, designer, surveyor or any other party claiming entitlement to payment by providing labor, material or services at the request of the Contractor. The obligations under this paragraph 5 shall survive any termination of this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Missouri except for the laws regarding conflict of laws. The parties waive any right to a jury trial, and agree that the state and federal courts situated in St. Louis, Missouri shall have exclusive jurisdiction over all disputes relating to this Agreement.

“Contractor”

By: _____

Name: _____

Its: _____

Accepted:

FTL Capital Partners, d/b/a FTL Finance

By: _____

Name: _____

Its: _____

Exhibit A

STATE OF _____)
) SS
COUNTY OF _____)

UNCONDITIONAL FINAL WAIVER OF MECHANIC’S LIEN

The undersigned hereby acknowledges final payment for all labor and/or material provided for the improvement of property of _____ (“Owner”) for the project located at _____.

The undersigned does hereby permanently, and without reservation, waive and release all rights it may have to assert a mechanic’s lien or any other lien or claim against the property identified above, or any improvement thereon, for labor and/or material supplied to or for the benefit of such property. The undersigned further shall defend and hold harmless the Owner against all liens and claims of subcontractors or suppliers of the undersigned who provided labor or materials to or for the benefit of Owner’s property described above. This waiver is effective conditioned upon the bank or other financial institution tendering payment in exchange for the check or other instrument for which this waiver has been issued.

Dated: _____

(Company Name)

By: _____

Printed Name: _____

Title: _____

Subscribed and sworn to before me, this ___ day of _____, 20__

Notary Public

My Commission expires: