



# NEW CONTRACTOR REGISTRATION

## BUSINESS INFORMATION

Business Legal Name:				
Business "Doing Business As" Name:				
Federal EIN Number:	Your License Number:	<b>Sole Proprietor?</b>	<b>LLC?</b>	<b>INC?</b>
Company Mailing Address:				
City:	State:	ZIP Code:		
Is this your Physical Address <b>Y/N?</b>	If NO: (address, city, state, zip)			
Years in Business:	Residential Sales Per Year:	Number of Employees:		
DO YOU OFFER FINANCING? <b>Y/N?</b>	Name of Finance Company:	Amount Financed Per Year:		

## CONTACT INFORMATION

Owner's First & Last Name:				
Owner's Phone Number:	Owner's Email Address:			
Primary Contact First & Last Name:				
Primary Contact Title:	Primary Contact Email:			
Primary Contact Phone/Mobile:	Primary Contact Fax:			
How Did You Hear About Us: <b>Direct Mail   Distributor   Manufacturer   Trade Show   Organization   Another Contractor   Other:</b>				
HVAC Brand #1:	HVAC Brand #2:	HVAC Brand #3:		
I also Install: (choose all that apply)	<b>Plumbing</b>	<b>Electrical</b>	<b>Refrigeration</b>	<b>Solar   Geothermal</b>
Other: (please specify)				

## DISTRIBUTOR REFERENCE (REQUIRED)

<b>Primary Distributor Name:</b>	Years Affiliated With This Distributor:			
Contact Name:	Phone:			
Email:	Branch Address:			
City:	State:	Zip Code:		
<b>Secondary Distributor Name:</b>	Years Affiliated With This Distributor:			
Contact Name:	Contact Phone:			
Contact Email:	Branch Address:			
City:	State:	Zip Code:		



Thank you for choosing to register with FTL Finance. You will soon be enjoying many of the benefits FTL Finance has to offer including "No Cost" Contractor Programs and an easy online experience. Upon completion of the contractor registration, you will need to provide a copy of the driver's license from the company owner or the person who has the ability to legally sign on behalf of the company. This is required for business verification and ACH funding.

### 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:

The information contained on the New Contractor Registration Form is correct and complete.

Contractor will comply with all applicable Federal, state and local laws, ordinances, rules and regulations with respect to all services, sales, and installation of equipment for which FTL might provide financing (the "Equipment"). Contractor will obtain and maintain at all times during the term of this Agreement all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights from governmental authorities required to provide the sale and installation of the Equipment in accordance with applicable laws. Without limiting the foregoing, Contractor will comply with all applicable provisions of the following federal laws, as amended from time to time:

- The Unfair, Deceptive, and Abusive Acts and Practices Act (Section 1031 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, 12 U.S.C.A. § 5531) ("UDAAP") – UDAAP prohibits any person engaged in offering or providing consumer financial products or services and such persons affiliates from engaging in an unfair, deceptive, or abusive act or practice in connection with any transaction with a consumer for a consumer financial product or service, or the offering of a consumer financial product or service.
- The Electronic Signatures in Global and National Commerce Act (15 U.S.C.A. § 96) (the "E-Sign Act") – The E-Sign Act provides a general rule of validity for electronic records and signatures for transactions in or affecting interstate or foreign commerce. The E-Sign Act allows the use of electronic records to satisfy any statute, regulation, or rule of law requiring that such information be provided in writing only if the consumer has affirmatively consented to such use and has not withdrawn such consent.
- The Gramm-Leach-Bliley Act, also known as the Financial Services Modernization Act of 1999 (15 U.S.C.A. § 6801 to 6810) ("GLBA") – GLBA requires financial institutions, which are defined as companies that offer consumers financial products or services like loans, financial or investment advice, or insurance, to explain their information-sharing practices to their customers and to safeguard sensitive data.

Contractor, represents, warrants and covenants that (i) each agreement ("Contract") entered into between Contractor and a customer ("Customer") for the sale and installation of the Equipment 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; (ii) 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.

Further, Contractor represents, warrants and covenants that (i) 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; (ii) at the time of installation, the Equipment will be in good working order and not defective; and (iii) the installation of the Equipment will have been completed in accordance with applicable industry and local standards and best practices.

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, warranties and agreements or the willful misconduct or negligent acts or omissions by Contractor or its officers, directors, managers, members, employees, agents or contractors. The obligations under this paragraph shall survive any termination of this Agreement.

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" \_\_\_\_\_

Accepted: FTL Capital Partners, d/b/a FTL Finance

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_