



**CUSTOMER FINANCE PROGRAM  
CONTRACTOR AGREEMENT  
“Quality Finance Program”**

AGREEMENT made as of \_\_\_\_\_ between \_\_\_\_\_ (“Contractor”) and **Northeastern Supply Inc.** In consideration of the mutual promises herein, Contractor and Company agree as follows:

**1. SCOPE OF PARTICIPATION**

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

- A. Contractor certifies that Contractor has completed the orientation and training related to the Financing Program provided by the Lender and/or Company.
- B. Contractor shall mention the Financing Program to all eligible Customers.
- C. Customers shall meet the following criteria: (residency, etc) \_\_\_\_\_
- D. Equipment eligible for financing: \_\_\_\_\_
- E. Contractor Responsibilities:
  - (1) Ensure all employees are advised of the requirements related to offering the Financing Program to Customers.
  - (2) Contractor is prohibited from preparing or disseminating any written materials regarding the Financing Program other than those provided or approved by Company.
  - (3) Contractor shall not discuss with the Customer the likelihood of approval, applicable interest rate, or any terms or conditions of the Financing Program.
  - (4) Contractor 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 receives any information related to Customer’s loan; Contractor shall treat such information as confidential and shall not disclose it to any third party.

**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’s participation in the Financing Program at any time and for any reason.

**3. INDEPENDENT CONTRACTOR**

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 and Company. This Contract shall constitute the Contractor an independent contractor.

**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The terms of this Contract shall not be changed, superseded or supplemented, except in writing, signed by the parties hereto.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 or any part thereof subcontracted without Company' written consent. Any such attempted assignment or subcontracting without such consent shall be void and of no effect.

**5. INDEMNITY/INSURANCE**

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

**Special Programs**

In this agreement, you are hereby authorizing fees for SAC and other special programs.

The Contractor/Dealer may offer SAC financing to Customers for a specific promotional period as directed by Company. The SAC financing will be available if requested by Customers during the promotional period unless suspended by Northeastern Supply Inc.

For **each** loan closed by one of Contractor/Dealer's customers during this period only, where the customer has taken the SAC option (regardless of whether or not the customer pays off the loan within the "Same as Cash" time period), Contractor/Dealer will pay

Northeastern Supply Inc. a fee equal to the going rate of whatever the option that was selected costs. This fee is subject to change without notice.

The SAC option may be suspended and restarted by Company at any time.

Company will invoice Contractor/Dealer any fees incurred with SAC terms. Contractor/Dealer shall pay Company according to the invoice terms and conditions as contained on the invoice. Failure to pay fee invoices on time may result in removal of Contractor/Dealer from participation in the Quality Finance Program.

**CONTRACTOR**

**COMPANY**

By \_\_\_\_\_

By \_\_\_\_\_

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

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