



Advantage Leasing LLC  
Vendor Agreement

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Advantage Leasing LLC (hereinafter referred to as "Advantage" and \_\_\_\_\_, Hereinafter referred to as "Vendor." In Consideration of the mutual promises contained within, the parties agree as follows.

**1. Warranties and Representations:** Vendor, as to any Lessee, Personal Guarantor, or possible lease referred to Advantage for funding, expressly warrants and represents to Advantage or its assigns, the following terms, effective upon the agreement of Advantage to fund the proposed equipment lease:

- A) The equipment described in the Lease is complete and accurate in all respects, and the Vendor has either personally delivered that equipment to the Lessee or Personal Guarantor or has personally confirmed that the equipment has actually been delivered to, and accepted by the Lessee under terms and conditions of Advantage's Noncancellable Lease Agreement (hereafter "Lease"). The equipment is not subject to any defense including without limitations, claims of non-compliance or offset by the Lessee or Personal Guarantor. If the equipment to be leased is used or refurbished, it must clearly be described as used or refurbished on the Lease.
- B) All signed documents submitted to Advantage by Vendor were duly executed by the person purported to have executed such documents. The executed documents are valid, legal, enforceable and binding on the Lessee and all documents comply with respective laws, are complete, genuine and without omission. No signature on any document has been forged or fraudulently obtained.
- C) The equipment described in the Lease is not defective, has been acquired by legal means and is not subject to any liens or encumbrances.
- D) Vendor has made no claim or representation to the Lessee or Personal Guarantor, either in writing or orally, which is not specifically set forth in the Lease. Payment of all sums specified in the Lease shall be due and payable in lawful United States currency on the date set forth in the Lease and shall not be contingent upon an occurrence or any conditions or warranties expressed or implied which are not set forth in the Lease.
- E) Vendor has made no claim or representation, either in writing or orally, to the Lessee or Personal Guarantor which constitutes a material misrepresentation of fact or law pertaining to any proposed lease agreement for any Lessee or Personal Guarantor referred by Vendor to Advantage.
- F) No portion of the money required to commence the Lease has been advanced, loaned, given or rebated by Vendor to Lessee, and Vendor has entered into no separate agreement with any Lessee or officer, director, employee, Vendor or guarantor of Lessee without prior knowledge and approval of Advantage
- G) All financial information as well as trade, bank and credit ratings received by Vendor have been disclosed to Advantage. No Negative financial information or ratings have been deleted from the package or otherwise withheld from Advantage.
- H) All representations, warranties or statements made by Vendor to Advantage, the Lessee and any Personal Guarantor are true, correct and not false, misleading or fraudulent in any respect. Should there be a breach of any representation or warranty mentioned above or should Advantage or its assigns, discover that Vendor misrepresented any material fact pertaining to the Lease or Lessee; or if the Lessee has claimed that Vendor breached any representation or warranty in connection with the Lease, then Vendor shall be unconditionally obligated to purchase such Lease from Advantage or its assigns within ten (10) days of Advantage's notice to Vendor. The purchase prices shall be the net funded amount to Vendor, plus any legal or collection fees.
- I) Vendor is not now, nor has Vendor been in the past 12 months, subject to any litigation that would or could have a material adverse impact or effect on the validity of this Agreement or any Lessee, Personal Guarantor or possible Lease referred to Advantage for funding by Vendor, or could otherwise effect the ability of the Vendor to conduct its business or fulfill its obligations under the terms of the Agreement.
- J) Vendor is not aware of any threatened litigation from any private person or entity, or any threatened administrative action or litigation from any federal, state, or local government agency that would or could have a material adverse impact or effect on the validity of this Agreement or any Lessee, Personal Guarantor or possible Lease referred to Advantage for funding by Vendor, or could otherwise effect the ability of the Vendor to conduct its business or fulfill its obligations under the terms of the Agreement.

**2. Vendor Authority:** Vendor is and shall act as an independent company and has no authority to commit, bind or in any way obligate Advantage to underwrite a Lease or to terms. Further, Vendor will insure that in the discharge of its duties, Vendor does not express or imply such authority. The Vendor shall defend, save, indemnify and hold harmless Advantage, its officers and employees from any and all liability arising from or connected with service provided or performed by the vendor under this Agreement or in any manner related to this Agreement, or any Lease or Lessee referred by Vendor to Advantage. Vendor acknowledges that it will not and cannot orally represent any modifications to a potential Lessee of the terms and conditions of the Advantage Non Cancellable Lease Agreement.

**3. Expenses of Vendor:** Advantage or its assigns shall not be liable for any expenses whatsoever incurred by Vendor in connection with any Lease submitted by Vendor. Any and all such expenses shall be Vendors sole responsibility.

**4. Attorney Fees:** In the event of any litigation arising out of or related to this Agreement, the prevailing party shall be entitled to payment for its attorneys' fees and expenses at trial and on appeal as determined by the court.

**5. Recourse:** Vendor shall be subject to the following recourse requirements: In the event that Advantage Leasing does not receive via ACH the first and last payments (advanced payments) required upon commencement of the lease and one more ACH payment after the first and last ACH payments (advanced payments) or if a Lessee or Personal Guarantor has claimed Vendor breached any representation or warranty contained in this agreement or any other provision within this agreement, made a misrepresentation of any material fact pertaining to any part of any Lease Application, document, or Lease Agreement referred or submitted by Vendor, fraud, forgery or caused the Lessee or Personal Guarantor to deny any lease payment based on deceptive sales practices of Vendor, including but not limited to misleading processing rates offered to Lessee, value of equipment and or size/amount of monthly lease payment compared to actual retail value of equipment, or violation of any federal, state, or local law intended for the protection of the Lessee or Personal Guarantor, and any such claim can be substantiated to the satisfaction of Advantage, then Vendor shall be unconditionally obligated to purchase such Lease from Advantage or its assigns within 10 days of Advantage's notice to Vendor.

In the event that Advantage determines and substantiates that incident of misrepresentation, fraud or forgery exists on a Lease transaction at any point during the term of the Lease, Vendor will be required to repurchase the Lease for the full receivable balance due on the lease.

In the event that Vendor breaches any warranty, representation or covenant in the Lease documents or this agreement, or should Advantage or its assigns, attorneys or collection representatives discover or determine that Vendor misrepresented any material fact pertaining to any part of any lease application, document or Lease agreement submitted by Vendor, or should Lessee or Personal Guarantor claim that Vendor breached any representation of warranty outlined within this Vendor Agreement, or Lease document or caused the Lessee or Personal Guarantor to deny any lease payment based on any deceptive sales practices of Vendor and any such claim can be substantiated to the satisfaction of Advantage, then Vendor unconditionally agrees to purchase such Lease from Advantage or its assigns, on demand, for an amount equal to the monthly lease payments remaining on the Lease whether or not such lease payments are then currently due and payable (remaining number of lease payments multiplied by the monthly lease payment amount) plus late charges for each lease payment not paid and contractual penalties as defined within the Lease document. In addition the Vendor also agrees to pay all reasonable costs and expenses incurred by Advantage relating to such Lease Documents, and equipment covered thereby, including but not limited to cost and expenses for maintenance, repair, protection and preservation of the equipment and all attorney fees, collection fees and other expenses in connection with defending or enforcing Advantage's rights and remedies under this Agreement or any Lease document.

In the event that Vendor and/or Guarantor(s) fail to pay the repurchase price within 10 days after the demand of repayment has been made to Vendor and/or Guarantor(s) with respect to any Lease, Advantage shall have a right to commence an action against Vendor and/or Guarantor(s) for the payment of repurchase price of such Lease(s) and all other amounts due under this Agreement and to exercise all of its right under the Lease documents, all such rights and remedies being cumulative, not exclusive and enforceable alternatively, successively or concurrently. Advantage reserves the right to report a statement to Dun and Bradstreet, to notify Credit Reporting Agencies of the Guarantor's default under this Agreement, and to alert any third party of any incidences of default under this agreement.

**6. Leases Graded as "E":** All leases graded as "E" fundings are limited to 15% of all fundings. "E" graded transactions have a maximum of \$2,500.00 per lease funding.

**7. Bill of Sale:** Whenever Vendor executes the Bill of Sale section of Advantage's Non Cancellable Lease Agreement, Vendor shall be deemed to have represented that the person signing on behalf of Vendor has authority to sign for and on behalf of Vendor, unless Vendor notifies Advantage in writing, further, a signature shall be deemed an affirmative representation by Vendor to Advantage that the Vendor is the absolute owner of the equipment, that the equipment is free and clear of all liens, charges, encumbrance, including applicable taxes, and that the undersigned has the full right, power and authority to execute the bill of sale.

**8. Indemnification:** Vendor hereby agrees to indemnify, hold harmless, release, and defend Advantage from and against any and all losses, claims, lawsuits, judgments, liabilities, losses, and damages, including without limitation reasonable attorney fees, court costs, and settlement costs, arising from, in connection with or resulting from Vendor's actions, acts, omissions, or violations of federal, state or local laws that give rise to claims against or liability of Advantage. Further, Vendor shall indemnify, hold harmless, release, and defend Advantage from and against any and all third party losses, suits, claims, any obligations imposed upon it as to any Lessee, Personal Guarantor, attorney, or governmental entity arising out of any claims, liabilities, and damages (including reasonable attorney fees), court judgment, or settlement costs for breach of any warranty or representation herein, violations of any consumer protection laws, multi-level marketing laws, seller assistance marketing plans, Biz-Op or any similar law.

**9. Entire Agreement:** This Agreement, when executed by both Advantage and the Vendor, shall constitute the entire agreement as between the parties, and shall supersede and cancel all prior offers and negotiations whether oral or in writing. Any modifications, waivers or amendments of this Agreement will be effective only if in writing and duly executed by all parties hereto.

**Advantage Leasing LLC**

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

**Vendor**

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

Print name

By: \_\_\_\_\_

Signature

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

Date: \_\_\_\_\_

**Vendor**

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

Print name

By: \_\_\_\_\_

Signature

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

Date: \_\_\_\_\_

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**Personal Guaranty:** To induce Advantage Leasing LLC to enter into this agreement, the undersigned unconditionally guarantees to Advantage Leasing the prompt payment when due of all Vendor's obligations to Advantage Leasing under this agreement. Advantage Leasing shall not be required to proceed against Vendor or the equipment or to enforce any other remedy before proceeding against the undersigned. The undersigned agrees to pay all attorney fees and other expenses incurred by Advantage Leasing by reason of the Vendor's default. The undersigned waives notice of the acceptance hereof and of all other notices or demands of any kind of which the undersigned may otherwise be entitled. The undersigned consents to any extensions of time or modification in the amount of payment granted to the Vendor and to the release and/or compromise of any obligation of the Vendor or any other obligors and guarantors without any way releasing the undersigned from its obligations hereunder. This is a continuing guaranty.

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

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

Date: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**GENERAL AUTHORIZATION LETTER**  
**To whom it may concern**

I / We authorize you to release to 1<sup>st</sup> American Leasing LLC the requested information on the attached form concerning:

1. Employment history, date, title, income, hours worked, etc.
2. Banking and savings accounts of record.
3. Mortgagor loan rating (opening, date, high credit, payment amount, loan balance, payment record, and loan pay - off).
4. Rental verification (opening date, payment amount and record).
5. Any information deemed necessary in connection with a consumer credit report.
6. Re-verification of information for quality assurance needs.
7. Verification of amounts owed to the Internal Revenue Service and /or any state taxing authorities.
8. 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 any right to a trial by jury so that the trial will be by and only to the Court. The parties acknowledged that A-1 Leasing deems this provision essential to its consideration of entering into this Lessor/Agent Agreement and would not enter into this Lessor/Agent Agreement without this provision.
9. 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 receipt requested to the respective Parties at the addresses designated on this Lessor/Agent Agreement or an alternate address if the Party has notified the other Parties in writing of a change of address.

The information is for the confidential use of the lender in determining my / our credit worthiness to confirm information I / we have supplied, I / we are aware that the documentation supplied is subject to re-verification.

A photographic or FAX copy of this authorization may be deemed to be the equivalent of the original and may be used as a duplicate original. The original signed form is maintained by Advantage Leasing LLC.

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Applicant Full Name

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Business Name

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Business Address

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Business Address

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Business Phone #

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Business Fax #

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Business Email

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Processing Company

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Applicant's Social Security #

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Applicant's Home Address

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City

State

Zip Code

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Applicant's Home Phone #

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Nearest Relative / Phone #

**Processing Company Information**

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Processing Company Name

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Processing Company Primary Contact

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Processing Company Phone #

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How Long With Processing Company

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

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Please Sign Here

Date Signed

Please fax or email this signed agreement & application along with a copy of your Driver's License, Business License & Voided Company Check Email to [natasha@1stamleasing.com](mailto:natasha@1stamleasing.com) or fax to 616.243.0530

**Co-Applicant if necessary**

A photographic or FAX copy of this authorization may be deemed to be the equivalent of the original and may be used as a duplicate original. The original signed form is maintained by Advantage Leasing LLC.

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Applicant Full Name

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Business Name

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Business Address

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Business Address

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Business Phone #

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Business Fax #

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Business Email

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Processing Company

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Applicant's Social Security #

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Applicant's Home Address

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City

State

Zip Code

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Applicant's Home Phone #

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Nearest Relative / Phone #

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

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Please Sign Here

Date Signed

Please fax or email this signed agreement & application along with a copy of your Driver's License, Business License & Voided Company Check Email to [natasha@1stamleasing.com](mailto:natasha@1stamleasing.com) or fax to 616.243.0530