



VFD Funding Group

4162 Halifax Drive
Port Orange, FL 32127
386-492-3123

www.VFD-Funding.com

Some of Our Financing Web Sites

VFD-Financing
VFD-Loans.com
VFD-Grants.com
911-Funding.com
Municipal-Funding.com

FINANCING ADMINISTRATION FEE AGREEMENT

This agreement for the fees for administrative services in the process of obtaining financing, is by and between the VFD-Funding Group, heretofore known as VFD-Funding Group and _____, a fire department, in pursuit of financing in the form of grant, loan, or lease, which has a legal mailing address of _____, located in the city or community of _____, a political subdivision of the County or Parish of _____ in the State or Commonwealth of _____, heretofore known as Client.

Client agrees to authorize VFD-Funding Group to invoice the bank or lending institution VFD-Funding Group for an administration fee for their services in the pursuit and processes of obtaining financing for the Client, through the various sources provided by the VFD-Funding Group. Client agrees to all terms contained herein and upon the receipt of the funding sought; to promptly notify VFD-Funding of said fees due, per the following applicable formulas, to wit:

1. Client is pursuing financing in the total amount of \$ _____, for the purposes of: _____

2. Client agrees to authorize VFD-Funding Group to invoice the bank or lending institution for services and administration fees to the VFD-Funding Group for the apparatus, equipment, fire station construction or remodeling, or other project needing to be financed which **are not** purchased through the VFD-Funding Group or VFD-Fire Group, their employees, agents or affiliated dealers or brokers, according to this fee schedule:

- A. 5% fee for all amounts under \$100,000.
- B. 4% fee for all additional amounts between \$100,000 and \$250,000.
- C. 3% fee for all additional amounts between \$250,000 and \$500,000.
- D. 2% fee for all additional amounts between \$500,000 and \$1,000,000
- E. 1% fee for all amounts above \$1,000,000.

3. Client agrees to authorize VFD-Funding Group to invoice the bank or lending institution for services and administration fees for the apparatus, equipment, fire station construction or remodeling, or other project needing to be financed which **are** purchased through the VFD-Funding Group or VFD-Fire Group, their employees, agents or affiliated dealers or brokers, according to this fee schedule:

- A. 2% fee for all amounts under \$100,000.
- B. 1% fee for all additional amounts between \$100,000 and \$250,000.
- C. .5% fee for all additional amounts between \$250,000 and \$500,000.
- D. .25% fee for all additional amounts over \$500,000

4. For apparatus, equipment, or other project needing to be financed, which **are** purchased through VFD-Funding Group, its employees, agents or affiliated dealers or brokers; the above percentages of fees described in paragraph 3, hereto, also may be adjusted, reduced or waived at the discretion of the senior management of the VFD-Funding Group. In the event of such a reduction or waiver of the fees agreed herein, the senior management of the VFD-Funding Group will notify Client, in writing, of any reductions or waiver of fees in this Agreement.

5. Aforesaid fees will be a one (1) time occurring event, which will be added to the amount financed; by any subsequent bank, finance company, investors, financial institution, government agency, or lender of every description. Client agrees to have all fees due VFD-Funding Group for their efforts and services added to the total amount of the financing requested for the acquisition or project described in Paragraph 1 hereto, requiring the said financing.

6. Client will provide VFD-Funding Group, its employees, agents, all prospective banks, finance companies, investors, financial institutions, government agency, or lenders of every description with a complete and accurate description of the apparatus, equipment, fire station, or projected Client is pursuing financing in a timely manner.

Additional Agreements, Covenants and Stipulations:

7. Client hereby affirms by their signature below they will authorize VFD-Funding Group according to the above applicable fee schedule in either Paragraphs 2, 3, or 4, the total amount of \$ _____, as described in either Paragraph 2, 3 or 4 hereto (*which ever is the case*), to invoice and bill the funding source, within three (3) business days after Client receives a check consummating the financing, grant, loan or lease from the funding source provided to Client by VFD-Funding Group, or other source where VFD-Funding assists Client with the process. Client also agrees to the following, to wit:

Services Provided by VFD-Funding Group:

8. VFD-Funding Group will pursue financing for the apparatus, equipment or other acquisition, fire station project or for any other purpose described herein. VFD-Funding will assist Client in their assembling of all necessary information sought by banks, finance companies, investors, financial institutions, government agency, or lenders of every description. VFD-Funding will supply Client with the use of forms, worksheets, and other aid to assist in the compiling of the necessary information they need to provide any financing source, to receive a positive decision with approval of the grant, loan, lease, or other funding form sought by Client.

Types of Financing to be Pursued by VFD-Funding Group:

9. The types of financing VFD-Funding will pursue for Client and assist Client to obtain include: low interest loans, tax-exempt leasing agreements as provided for in IRS Rule §103, governmental grants and all other available financing for which Client may qualify.

Expenses for Grant Writing

10. For financing being pursued in the form of a grant, whether federal, state local, foundation or corporate grant; Client agrees to pay all expenses encumbered by VFD-Funding Group for phone calls, copying, lobbying, travel, accommodations, and expenses of every description, in addition to the fees described and agreed to in either Paragraph 2 or Paragraph 3 and in Paragraph 7 hereto. Receipt verified expenses must be paid by Client within then (10) business days and they are due and payable whether or not Client successfully receives the grant.

Title of Ownership of Acquired Apparatus

11. Whether grant, low interest loan, or IRS Rule §103 tax-exempt lease, all matters per removal of liens or encumbrances are between Client and the ultimate financing source.

Information to be Supplied by Client:

12. Client will provide VFD-Funding Group and all banks, finance companies, investors, financial institutions, government agencies or lenders of every description with a complete and accurate description of the apparatus, equipment, fire station, or projected Client is pursuing financing and with all financial information necessary and is requested. Client will submit all necessary financial information, photos of the apparatus, description of the apparatus, description of the equipment, or project by e-mail to the VFD-Funding Group and to the lenders.

Warranty and Indemnification of the VFD-Funding Group:

13. VFD-Funding Group is indemnified and held harmless in all matters, as Client affirms they have provided and they will provide all accurate information to VFD-Funding Group in the pursuit for the financing of the apparatus, equipment, fire station, improvement or other projects described. VFD-Funding is further indemnified and held harmless by all representation, both oral and in all forms of writing, they provide to any bank, finance company, investor, government agency, or financial institution of every description; regarding any fact, thing, opinion, representation, or belief; based upon the information provided by the Client.

Default of Client to Meet Financing Requirements and Payments

14. Should the Client default in their payments to any bank, finance company, investor, or lending source of any and every description, VFD-Funding Group is under no obligation whatsoever to make any payments or restitution to the lender on behalf of the Client and all money and fees obtained by VFD-Funding for their administration services as described herein will remain the property of the VFD-Funding Group, free of any actions and attachments.

Term of the Agreement:

15. The term of this agreement is in full force and effect during the time VFD-Funding Group pursues funding for Client, assists Client with all necessary information gathering and application processes and is terminated upon the payment in full by the Client to VFD-Funding Group for these services provided by them, after Client is finance or funded.

Authorized Agents of VFD-Funding Group

16. The following are the legal representatives, employees and authorized agents to transact and execute this agreement on the behalf of the VFD-Funding Group:

1. William T. Griffin
2. Osama N. Kheir
3. John Fernandez
4. Toby G. Wolcott
5. Terry R. Wolcott
6. John Tyson
7. Dennis L. Tomlin, Attorney

Authorized Agents of Client:

17. The following undersigned person, affirms by their signature, that they are the duly authorized employee, officer, or agent of the Seller to transact and execute this agreement in its entirety and they have read this entire agreement, know its contents, and agree to all of the fees, and agreements, stipulations, covenants, and the terms set forth herein.

Comprehensiveness of this Agreement:

18. This FEE AGREEMENT represents the entire agreement and set of covenants and stipulations between the parties hereto and is for financing described sought by the Client. No other agreements, stipulations, covenants, contracts, understandings, enlargements, or representations exist between parties, without a further agreements and addendum modifications being subsequently authorized and executed between the parties hereto.

We, the undersigned parties, representing Client and representing the VFD-Funding Group, declare we have read the foregoing agreement, know its contents, and by our signature execute this **FINANCING ADMINISTRATION FEE AGREEMENT** in its entirety; with all of the understandings, agreements, terms, covenants, conditions, and stipulations, as set forth herein, on the dates declared and affixed below.

Also by our signature, we hereby authorize the bank, finance company, investors, financial institution, government agency, or lender of every description, from whom we receive the funds, to issue a check to the VFD-Funding Group for the total amount of fees describe in paragraph 7 hereto, upon their tendering the funds to us as requested in paragraph 1 hereto, which aforesaid amounts requested and VFD-Funding Group fees have been added together to become the total amount financed.

For Client

For VFD Funding Group

Title or Office Held

Title

Print Name: _____

Print Name: _____

Date: _____

Date: _____

If Client fire department's policies, rules, and by-laws require a second signature on all submitted forms, agreements and contracts; second officer's signature and authorization is affirmed below

Second Authorized Officer

Date: _____

Print Name: _____

Title or Office Held