



## **Dealer Agreement**

MNGH, LLC dba KeyCapital Leasing and Dealer (collectively referred to as the “Parties”). KeyCapital Leasing provides a Lease Purchase program to its dealer network and the dealer as undersigned below has accepted the terms and conditions detailed in this Dealer Agreement.

### **The Parties agree as follows:**

**Dealer Retail Location:** Dealer must have a retail location that includes public access and normal business hours. The retail location must also have a sign displaying the Dealer's name as listed on the KeyCapital Leasing Dealer application. NO temporary tents, industrial warehousing, flea market spaces, or GOB sales are accepted. Dealer agrees to only submit customer applications originating from KeyCapital Leasing registered locations. Any customer applications submitted from a non- authorized location(s) will be charged back to the Dealer.

**Qualifying Merchandise:** KeyCapital Leasing will only accept new merchandise with full factory warranty. The Dealer’s invoice to KeyCapital Leasing must reflect the specific product(s) the customer will receive from the Dealer to be leased by KeyCapital Leasing. Any unacceptable merchandise will be grounds for non-payment or charge back to Dealer. Invoices can include extended warranties, delivery fee, and setup as long as the total price including warranty & other fees does not exceed the customers approval amount. KeyCapital Leasing has the right to deny leases for certain types of titled merchandise such as motorcycles, ATV's, cars, boats, as well as hunting equipment, sports equipment, lawn equipment, or guns. A list of Prohibited Merchandise, which is merchandise that shall **NOT** be leased under this Lease Purchase Program and shall be expressly excluded from Qualifying Merchandise, is set forth on Exhibit A, which is attached hereto and incorporated herein by this reference.

**Dealer Invoice:** Dealer agrees to provide KeyCapital Leasing an invoice that displays the dealer's name, address, city, state, & zip as well as with the customer's name as it appears on their KeyCapital Leasing application, the address for delivery, and the customer's main contact phone number. Invoice must also include the model, description and retail price of each item that will be included in the lease purchase agreement.

**State Sales Tax:** KeyCapital Leasing has a Sales and Use Tax Resale Certificate for your state (if applicable) and will provide a copy for the dealer. KeyCapital Leasing will charge the applicable sales tax to the customer on each lease payment. The Dealer only collects sales tax on the down payment made at the time of purchase and is responsible for collecting, reporting, and paying for any sales tax collected. Sales tax is not to be included on the KeyCapital Leasing invoice or retail price.

**Retail Approval Amount:** KeyCapital Leasing will determine an approval amount for each customer based on our underwriting criteria. We reserve the right to adjust the underwriting criteria without notice.

**Retail Pricing & App Fees:** Dealer agrees **NOT** to inflate the retail price or charge KeyCapital Leasing customers more than the normal retail price. KeyCapital Leasing agrees to a reasonable delivery fee within the approval amount.

**Assignment of Ownership:** KeyCapital Leasing **MUST** be the only title holder to product purchased from the dealer on the customer’s behalf.

**Photo ID:** Dealer must verify the customer’s photo ID matches customer present in store. **NO temporary or expired IDs accepted.** Dealer agrees **NOT** to allow anyone else to sign the lease agreement other than the Lessee and Co- Lessee.

**Relationship with Customer:** Dealer agrees **NOT** to engage the customer in an active contract with more than one Lease Purchase or Finance Company at a time.

**Executing the Customer Agreement:** Dealer is required to give a copy of ALL signed paperwork to the customer and assist the customer in understanding the details of their Lease Purchase Agreements. All lease documents must be signed and executed in your store. The delivery receipt must be signed at the time the customer takes delivery or picks up the merchandise. We will contact you to confirm that all items are delivered and all service issues/requests are resolved.

**Active/Expired Pre-Approvals, Approvals & Agreements:** All Pre-Approvals will expire after 14 days and approvals will expire after 30 days from application date. Unsigned lease documents will expire after 30 days if signed paperwork has not been returned. Some exceptions on leases may apply due to special orders if notified. The dealer must call before the 30 day dead-line to extend the open lease time. Dealer will not be funded if signed paper work is received after 30 days from lease creation date unless previously approved by KeyCapital Leasing management.

**Customer Application Fee:** KeyCapital Leasing will charge the customer an application fee where applicable. Dealer agrees **NOT** to charge the customer any additional application fee or upcharge for using KeyCapital Leasing.

**Dealer Funding:** Dealers are funded after delivery and customer satisfaction has been confirmed by KeyCapital Leasing. Dealers will receive an ACH report as confirmation and will receive funds via ACH transaction. Dealer also agrees to allow KeyCapital Leasing to deduct over payments and adjustments from Dealer's primary checking account on file. Dealer agrees not to misrepresent product or customers to KeyCapital Leasing.

**No Recourse:** The KeyCapital Leasing No Credit Needed Lease Program is a No Recourse program to the Dealer with the following exceptions or conditions: If Dealer is not in compliance on a specific transaction with any or all of the following Dealer Agreement Terms and Conditions which shall include but shall not be limited to "Retail Pricing & App Fees", "Photo ID", "Relationship with Customer", "Executing the Customer Agreement", "Underwriting Documents" then the Dealer shall be charged back for the full retail amount funded under the Lease Agreement along with a ten percent (10%) administration fee. If the consumer returns the merchandise within 3 days of signing the lease agreement for any reason and notifies KeyCapital Leasing in writing of their desire to terminate the agreement and can provide documented proof to KeyCapital Leasing that the merchandise has been returned, then the Dealer shall be charged back for the full retail amount funded under the Lease Agreement.

**Underwriting Documents:** Dealer agrees to verify to the best of his ability the integrity of the documents he receives from the customer.

**Securing Customer Information:** After signed paperwork is uploaded, faxed or emailed to KeyCapital Leasing for funding, please transfer paperwork to your accounting office. Once you have received funds, please shred all paperwork from KeyCapital Leasing and customer.

**Fraud:** Dealer hereby represents and warrants it shall take every precaution to prevent fraudulent activity in connection with this lease agreement. Dealer shall use its best efforts to establish protocols to protect against fraudulent activity and to protect the customer's personal information from identity theft by an employee or agent. If it is discovered that an employee or agent of Dealer has committed fraudulent activity resulting in a loss to KeyCapital Leasing, Dealer shall be responsible for any and all back charges or expenses incurred in the recovery of the merchandise or any monies due under the lease agreement. KeyCapital Leasing shall charge back for the full retail amount funded under the Lease Agreement along with a ten percent (10%) administration fee.

**TERMINATION:** This Agreement may be terminated for any reason or no reason by either party upon seven (7) days written notice or immediately by KeyCapital Leasing in the event the dealer does not act in good faith or does not abide by the terms of the Dealer Agreement. KeyCapital Leasing will conduct periodic dealer reviews.

**Arbitration:** Any claim, dispute, or controversy relating to or arising out of this agreement shall be settled by arbitration under the prevailing Rules of the American Arbitration Association. The Arbitrators(s) shall have no power to modify or add to any of the provisions hereof. The decision made in such arbitration shall be final and binding upon the parties hereto and judgment may be entered thereon in. Venue in any action brought to enforce this agreement or for a declaratory action shall be in Hillsborough County, Florida. This provision shall survive the termination of this agreement. The Arbitration board shall be made up of three Arbitrators. The American Arbitration Association shall assign one Arbitrator. In addition, each party may choose an Arbitrator from their industry to represent their interest. The cost of Arbitration shall be borne equally by the parties hereto.

**No Credit Needed:** Dealer agrees not to market, advertise or otherwise imply the services offered by KeyCapital Leasing are not subject to credit check (i.e. “no credit check”). KeyCapital Leasing uses information obtained from the consumer reporting agencies to make leasing decisions. For marketing and general purposes, the KeyCapital Leasing program must only be referred to as “no credit required” or “no credit needed”.

This Agreement may be modified only in writing, signed by the parties hereto. A fully executed facsimile or scan of this agreement shall be binding upon the parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first written above.

**Agreed and accepted by:**

**MNGH, LLC dba KeyCapital Leasing**

**Acknowledgment**

**Dealer Name:** \_\_\_\_\_

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

\_\_\_ I understand that by checking here I am agreeing to the terms and conditions of this agreement.

\_\_\_ I agree to provide an original (non-electronic) signature if necessary.

\_\_\_ By signing below, I acknowledge that I am an authorized representative of the above referenced dealer

**Please type you name in the space below to electronically sign your dealer agreement:**

**First Name (Mandatory)** \_\_\_\_\_

**Middle Name (Optional)** \_\_\_\_\_

**Last Name (Mandatory)** \_\_\_\_\_