ARE YOU READY TO INCREASE YOUR SALES?

Well Now You Can!



Is the easiest way to grow your business!

- Increase sales lead opportunities
 - Close more sales, faster
- Reduce discounting & cancellations
- Increase average jobs & profitability
- Improve your company's cash flow
- Get customers to buy from you....NOW!

Offer your customers the easiest payment option program available on the market today!

- <u>UNSECURED</u> Loans Up To \$65K No Mortgages | No Liens
- Same-As-Cash 0% Interest And No Payments Up To 24 Months
- Low monthly payment loans up to 12 years
- Staged funding available
- Easy applications by phone, mobile or online app
- No chasing for paperwork from customer
- Get Paid Quickly usually the same day

For more information call or email Cindy Foley at (847) 298-9200 cfoley@nari.org

For internal use only; not for consumer use.



Thank you for your interest in *BuildingBucks* to help you grow your business and improve cash flow. It is designed to generate more leads, close more sales, and close them faster with higher average contract amounts.

Contractors who consistently use payment options as a sale closing tool experience much higher close rates and higher average job sizes than those who use them occasionally or not at all.

Our program, provided by EnerBank USA, offers unsecured loans, and offers Same-As-Cash with no interest & no payments. We also offer a variety of low monthly payment plans, all designed to help you make more sales, more easily.

In addition to the documents in the Application Package we also need copies of the following:

- Company's Business License
- Liability Insurance Please have your insurance company list us as a Certificate Holder. They will need this information: *NARI*, *P.O. Box 4250*, *Des Plaines*, *IL 60016*, and *(847) 298-9200*
 - o If you are interested in the new NARI Business Insurance program, email or call NARI headquarters
- > They can mail it to the address above, fax it to (847) 298-9225 or email it to cfoley@nari.org

Please make sure to fill out the information completely. Pay special attention to the information on the bank form so that you are paid quickly and correctly via direct deposit into your corporate checking account. For security purposes, be sure to send the completed Fee Payment Authorization Form (FPAF) found as Attachment A at the back of the Contractor Agreement AND a voided check (a copy is accepted) with your company name and address preprinted on it.

NOTE: The information from your check MUST <u>match the information on your FPAF</u>. If there are any discrepancies please check with your bank to make sure information is correct. EnerBank wants to make sure they are depositing your money to the correct company (legal and/or DBA name) and the correct bank account!

Once we receive your completed package we will process it quickly. Then, EnerBank will contact you directly to set up a time for a brief training to make using the program easy and effective. That's it! Then you're activated into the program and ready to use it!

If you have any questions about the program or the documents please call *Cindy Foley* at *(847) 298-9200*. Our goal is to have you up and running in the program in just a few days. We are looking forward to having you join the *BuildingBucks* and watching your sales grow!

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Fred Ulreich | CEO

CUSTOMER FINANCE PROGRAM CONTRACTOR AGREEMENT

THIS	CUS	STOME	E R	FINA	NCE	PRO	GRAM	CONTR	ACTOR	AGR	EEME	T	(this
"Agreement")	is	made	as	of	the		day	of			201_,	bety	ween
											("Cor	ıtract	or"),
and NATION	AL	ASSOC	CIA	ΓΙΟΝ	OF	THE	REM(ODELING	INDUST	TRY,	a DEL	AW	ARE
corporation ("C	Compa	ıny").											

WITNESSETH:

In consideration of the representations, agreements and covenants contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Contractor and Company agree as follows:

1. SCOPE OF PARTICIPATION

Contractor shall participate in a residential home improvement finance program (the "Financing Program") offered through EnerBank USA ("EnerBank") under the terms and conditions of this Agreement.

- A. Contractor certifies that Contractor has completed the training provided by EnerBank related to the Financing Program, and will comply with the rules and regulations set forth in the training.
- B. Contractor shall mention the Financing Program to all prospective purchasers of Eligible Improvements as described below ("Customers").
- C. Only products described in <u>Exhibit A</u> are eligible to be financed ("Eligible Improvements"). Exhibit A may be revised by Company from time to time, and Company shall notify Contractor of such revision(s).
- D. Under no circumstances may Contractor permit a third party, including any affiliate of Contractor, to use the Financing Program using Contractor's name and/or Contractor's EnerBank contractor number. Any such use or attempted use of the Financing Program by a third party may result in the immediate termination of Contractor from the Financing Program.

E. Contractor Responsibilities:

- (1) Ensure all of Contractor's employees are advised of the requirements related to offering the Financing Program to Customers.
- (2) Refrain from preparing or disseminating any written materials regarding the Financing Program other than those provided or approved by Company.
- (3) Treat any information related to Customer's loan under the Financing Program (a "Loan") as confidential and refrain from disclosing it to any third party.
- (4) Refrain from discussing with any Customer the likelihood of Loan approval by EnerBank.

- (5) Refrain from taking any Loan application information from a Customer or pulling any credit reports on a Customer prior to the time that the Customer has been declined for a Loan by EnerBank.
- (6) Refrain from assessing any fee related to a Loan.
- (7) Refrain from asking any Customer to sign a Payment Authorization Form that includes a statement that the project has been completed to the Customer's satisfaction in advance of actual project completion.
- (8) Ensure that any subcontractor working on a project funded in whole or part by a Loan is properly licensed.
- F. Contractor may notify Customers of certain types of Loans available to Customers for a specific promotional period as authorized by Company from time to time. The following types of Loans may be authorized by Company:
 - (1) Traditional monthly installment Loans ("TIL").
 - (2) Same as cash Loans ("SAC"). (90-day, 180-day, 365-day, 18-month, and 24-month SAC).
 - (3) Zero interest Loans ("ZIL").
 - (4) Reduced interest Loans ("RIL").
 - (5) Traditional monthly installment flex Loans ("TIL-Flex").
 - (6) Same as cash flex Loans ("SAC-Flex"). (180-day, 365-day, 18-month, and 24-month SAC).
 - (7) Zero interest flex Loans ("ZIL-Flex").
 - (8) Reduced interest flex Loans ("RIL-Flex").

All flex Loans allow for the Loan to be disbursed to the Customer in two advances. The first advance cannot exceed fifty percent (50%) of the Loan amount, and the sum of both advances equals the Total Commitment Amount.

- G. Company will advise Contractor of a promotional code for each SAC, SAC-Flex, ZIL, ZIL-Flex, RIL, and RIL-Flex (collectively referred to as the "Loan Payment Options.") Company will also advise Contractor of a promotional code for each TIL-Flex. The correct promotional code must be provided to EnerBank by Customer in order to receive any such Loan Payment Option or TIL-Flex.
- H. A lump sum, non-refundable fee will be charged to Contractor by EnerBank on each Loan closed pursuant to a Loan Payment Option, except that such fee will be charged on each advance closed under any Loan Payment Option that is a flex Loan. Before the end of each calendar month, Company will disclose in writing to Contractor the amount of the fee to be in effect for each Loan Payment Option for Loans approved during the next calendar month. The fee is due and payable by Contractor to EnerBank on the date the Loan closes (or the date any advance closes under a flex Loan) according to the instructions set forth in the Fee

Payment Authorization Form (annexed hereto as Attachment A) executed by Contractor in connection with this Agreement.

2. TERM AND TERMINATION

Either party to this Agreement may terminate this Agreement or Contractor's participation in the Financing Program, at any time and for any reason.

3. INDEPENDENT CONTRACTOR

This Agreement 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. Contractor is not an agent of EnerBank and shall not act as an agent of EnerBank. Contractor has no authority to speak or act on behalf of EnerBank or legally bind EnerBank in any way.

4. AMENDMENT; ASSIGNMENT

The terms of this Agreement shall not be changed, superseded or supplemented, except in writing, signed by the parties hereto. This Agreement shall not be assigned without Company's written consent. Any such attempted assignment without such consent shall be void and of no effect.

5. BOOKS AND RECORDS; REPORTING

At the Company's request, EnerBank will provide via a secure website or by other means as determined by EnerBank from time to time, information about the Financing Program to Contractor (including Contractor's employees and agents authorized by Contractor to access or receive such information). Such information shall include Loan application activity, booked Loan volume, details regarding the amount, type and eligible improvement for each Loan, and other information deemed relevant by EnerBank ("Loan Information"). Contractor will use Loan Information only for purposes related to the Financing Program and in strict compliance with the confidentiality provisions of this Agreement and the terms of use of the secure website. Contractor will require Contractor's employees and agents to use Loan Information only for purposes related to the Financing Program and the terms of use of the secure website. Contractor understands and agrees that EnerBank may terminate at any time and for any reason Contractor's access to the secure website or the access of any individual user previously authorized by Contractor.

6. INDEMNITY/INSURANCE

Contractor hereby agrees to indemnify and hold Company harmless with respect to any claims, expenses (including attorneys' 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, subcontractors or 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, at its expense, insurance as required by federal, state and local authorities, and keep said insurance in force during the term of this Contract. 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 6 shall survive termination of this Agreement.

7. ENTIRE AGREEMENT; GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of Illinois, exclusive of principles of conflicts of laws. With respect to the subject matter hereof, this Agreement supersedes all previous representations, understandings and negotiations, either written or oral, and constitutes the entire agreement between the parties hereto. This Agreement is intended for the benefit of the parties hereto and does not grant any rights to any third parties unless otherwise specifically stated herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day first above written.

CONTRACTOR	NATIONAL ASSOCIATION OF THE REMODELING INDUSTRY
By: x	By: x
Name:	Name:
Title:	Title:

EXHIBIT A

Eligible Improvement List

(As of the date of the Agreement, subject to revision by Company.)

The following projects can be financed through the program. This may be updated form time to time without prior notice.

- · Bath remodel
- Kitchen remodel
- Room additions
- Heating & cooling systems
- Basement remodel
- Basement waterproofing
- Home theatres & equipment
- Roofing
- Windows & doors
- Outdoor kitchens
- Hardscaping
- Masonry, stone & concrete work
- Gutters
- Patios and decking
- Fencing
- Sunrooms and patio rooms
- Foundation repair
- Boat Docks
- Flooring
- Septic systems / large plumbing
- Siding
- Insulation
- Garages/carports
- Sports courts
- Countertops
- Closet systems
- Interior remodeling
- Excavation services
- Landscaping