

UNIVERSAL LENDER-DEALER AGREEMENT

This Agreement made and entered into at _____, _____,
(Dealer City) (Dealer State)
this _____, 20____, by and between the party providing financing
(Today's Date)

for the sale of Mobile Homes (“Units”),
hereinafter called the “Lender” and _____
(Dealer's Name)
hereinafter called the “Dealer”.

WITNESSETH THAT the parties hereto **AGREE** as follows:

1. The Lender’s service company, Alliance Credit, LLC, will make available to the Dealer loan credit applications, retail installment contracts and security agreements or promissory notes and disclosure statements, rates and other documents and information pertaining to the program on Units for the purpose of facilitating the Dealer’s sales for the financing of new and used Units.
2. A retail buyer of the Dealer desiring to finance a purchase of a Unit will be given disclosures by Dealer and complete a loan application at the Dealer’s place of business. Lender has the right to accept or reject the application. After approval by the Lender, and upon delivery of the Unit to the buyer, the Dealer is authorized to deliver to the Lender all the necessary documents required by the Lender, including but not limited to the promissory note and the disclosure statement, or retail installment contract and security agreement, the Certificate of Title in the buyers name and the Lender’s notation of lien thereon, or instruments necessary to obtain such title, and those required documents as illustrated on the Check sheet. Upon receipt of these documents in a form acceptable to Lender, the Dealer will receive as a disbursement from the loan proceeds, the monies due from the transaction.
3. The Dealer has all necessary licenses or permits to perform its obligations hereunder and will maintain them. The Dealer hereby warrants each note, or sales contract and disclosure statement, and loan credit application furnished hereunder to the Lender as being genuine and what they purport to be; that they arose from the sale of the Unit which has been delivered; that the terms of sale stated therein are correct; that the Unit being financed is clear of all encumbrances, other than that of Lender and is not subject to any claim or cancellation; that the borrower or borrowers have the legal capacity to contract; and that the down payment on the Unit shall be equal to or greater than 10% of the total sales price (unless otherwise approved) and that the down payment is in cash unless otherwise clearly indicated. All sales transactions and obligations of Dealer hereunder are in full compliance with all applicable laws, rules and regulations, and the policies of Lender.

If any of the forgoing warranties shall be untrue, the Dealer shall pay to the Lender upon demand an amount equal to the net unpaid balance owing on the transactions involved, plus any and all costs and expenses paid or incurred by the Lender in respect thereto. Said remedy shall be cumulative and not exclusive, and shall not affect any other right or remedy the Lender might have at law or equity against the Dealer.

4. This Agreement shall be effective as of the date of its execution by both parties, and shall apply to all loans made by the Lender hereunder, and also shall apply to all Dealer-type loans referred to the Lender by the Dealer, and made by the Lender prior to the effective date hereof. This Agreement shall continue in force until terminated at the election of either party by thirty (30) days notice in writing to the other, provided however, that any such termination shall not affect the respective rights and obligations of the parties with respect to loans made by the Lender prior to the effective date of termination.
5. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns. Dealer may not sell, transfer or assign this Agreement without the prior written consent of Lender. Any amendment hereto must be signed by Lender.
6. Dealer will make its books and records pertaining to loans submitted to Lender available to Lender. Dealer will keep all information generated pursuant to this Agreement, including customer information or lists, confidential and will not use or disseminate any such information.

IN WITNESS WHEREOF, the Dealer has caused this Agreement to be executed by its officer duly authorized on the premises the day and year first above written, with the understanding that Alliance Credit, LLC shall maintain the original of this Agreement for signing to any potential Lender of its choosing, which shall constitute an executed original when signed by said Lender.

Name of Dealership _____ Name of Lender _____

X _____

Dealership Authorized Signature

X _____

Lender Signature

X _____

Dealer Witness