

Loan Application Agreement

Web Site: www.sballiancecapital.org

Please read this Agreement carefully. In signing this Agreement, you acknowledge that you have read, understood, and agree to be bound by, each and every provision set forth herein.

This Agreement is made and entered into between SBAlliance Capital (“CDC”) and the undersigned (“Applicant”).

Applicant is seeking financial assistance under SBA504 loan program of the Small Business Act, and CDC is able and willing to provide the loan packaging services necessary to apply for such financial assistance. Therefore, Applicant and CDC agree as follows:

1. Preparation of Loan Package

CDC will assist Applicant in preparing the Loan Package required by the U.S. Small Business Administration (“SBA”) prior to the SBA considering Applicant’s application for an SBA guaranty.

2. Loan Packaging Fee

In consideration for CDC’s services, applicant will pay CDC a refundable Loan Packaging Fee of \$2500.

The refundable deposit will be paid to CDC at the time Applicant gives CDC those documents identified in the checklist provided to Applicant by CDC. The deposit will be refunded after the project has been complete and the debenture has sold.

3. No Representations or Warranties

Applicant understands and acknowledges that CDC cannot and does not make representations or warranties as to the likelihood of guaranty authorization by the SBA and/or applicant obtaining any loan. Applicant further understands and acknowledges that Applicant’s obligation to pay the Loan Packaging Fee to CDC is not contingent upon guaranty authorization by the SBA. Applicant acknowledges and agrees that CDC and CDC’s employees, agents and representatives have made no representations, promises or warranties to Applicant and that Applicant has not relied on any representation, promise or warranty of CDC and /or CDC’s employees, agents and/or representatives regarding approval and/or obtaining a loan. The CDC has no authority to bind the SBA or any lender. CDC makes no representation as to the length of time to prepare the loan package, submission to a lender and/or any other actions implied by this agreement.

4. Extraordinary Services

Extraordinary Services are services beyond those normally required in preparing a Loan Package. If extraordinary services are performed, Applicant agrees to compensate CDC for such services at the rate of \$50 per hour. Applicant will be notified in the event extraordinary services are required. No extraordinary services will be performed without Applicant’s approval.

5. Termination

CDC may terminate its loan packaging services and all other obligations under this Agreement upon written notice to Applicant. Applicant may terminate the loan packaging services of CDC upon written notice, but shall pay all sums required under this agreement as of termination.

6. Entire Agreement

This agreement sets forth the entire agreement between the parties hereto and fully supersedes all prior oral and/or written agreements, understandings, commitments, and practices between the parties pertaining to the subject matter hereof.

7. Construction of Agreement

This agreement shall be construed under the laws of the State of Texas. Should any litigation arise out of or in connection with this agreement, the Courts of the State of Texas shall have jurisdiction thereof.

8. Indemnification

Applicant will indemnify and hold CDC and its officers, directors, employees, agents, and attorneys harmless from any and all loss, damage or injury (including attorneys’ fees incurred with attorneys of CDC’s choice) resulting from:
Failure by Applicant to receive guaranty authorization by the SBA; and/or
Any loss, damage or liability to Applicant or the business of Applicant.

9. Publicity Use

The undersigned hereby authorizes the CDC to use the business and the undersigned name in CDC related promotional material.

Check here if you do not want your names used

SBAlliance Capital

Dated _____

By _____
CDC Representative

APPLICANT(S)

Dated _____

Dated _____

Dated _____
