

DEALERDIRECT

FIRST COMMUNITY BANK

PROVIDING A POWERFUL DEALER DIRECT FINANCING PROGRAM!

ATV'S • CAMPERS • GOLF CARTS • LAWN MOWERS • LOW-SPEED VEHICLES
• MOTORCYCLES • TRACTORS (UP TO 75 HP) • TRAILERS • WATERCRAFT



RAPID RESPONSE DEALER DIRECT FINANCING

- Quick response time (a goal of 15 minutes)
- Competitive rates
- 12 to 60 month repayment options
- New and used equipment
- No pre-payment penalty to customer
- Simple interest
- Loans of \$1,500 to \$30,000
- Loan document ease
- Quick funding
- Dealer incentives
- No dealer recourse
- Zero down payment options*

DEALERDIRECT
FIRST COMMUNITY BANK

BATESVILLE, ARKANSAS

For more information contact: 870-376-7123 FAX: 888-402-3528

All Loans are subject to credit approval. Other restrictions may apply. Contact Dealer Direct for details.

DEALER AGREEMENT

This Dealer Agreement ("Agreement") is entered into this _____ day of _____, _____ by and between First Community Bank, 1325 Harrison Street, Batesville, AR 72501 ("Lender") and _____ ("Dealer").

RECITALS

WHEREAS, Dealer desires to sell its new and used vehicles and recreational products and services related to such products to select buyers; and

WHEREAS, Lender agrees to facilitate the sale of Dealer Products by directly loaning creditworthy Customers funds to purchase Products from Dealer; and

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **DEFINITIONS**

- 1.1. "Buyer" or "Customer" means a purchaser of Products.
- 1.2. "Dealer" means the Dealer specified above.
- 1.3. "Loan" means a consumer loan as evidenced on a Promissory Note and Security Agreement in the form attached hereto as Exhibit A and as revised from time to time by Lender.
- 1.4. "Note" means the Promissory Note and Security Agreement in the form attached hereto as Exhibit A and as revised from time to time by Lender.
- 1.5. "Products" means new and used lawn equipment, farm equipment, all-terrain vehicles, golf carts, motorcycles, personal watercrafts, boats and other recreational products and services related to such.
- 1.6. "Required Documentation" means all documentation Lender may require from time to time to assist Lender in its determination to make a Loan.

2. **ACCEPTANCE OF LOANS.**

In the event a Buyer wishes to apply to Lender for a Loan to finance the purchase of Products, Dealer agrees to contact Lender and provide Lender with the information Lender requires to evaluate the Buyer's creditworthiness. To the extent Lender approves the credit request, Dealer agrees comply with the instructions it receives from Lender from time to time and to provide such other information as Lender may reasonably request. At no time will Lender ever be obligated under the terms of this Agreement to make any Loan to any Buyer.

3. **RESPONSIBILITY FOR SALE.**

Dealer will have the sole responsibility for the underlying sales transaction and for the nature, quality, and performance of all goods and services purchased from Dealer and financed with the proceeds of any Loan. Such responsibility includes any liability for any actions or omissions in connection with the sale of goods and services, for failure to deliver goods or perform services, for failure to properly handle, sell, or dispose of as agreed any down payment or trade-in or the proceeds of the trade-in or down payment, and for any and all representations and warranties, express or implied, made in connection with such goods and services, whether by Dealer, the manufacturer or provider of the goods and services, or any third party.

4. **ADMINISTRATIVE FEES ON STANDARD DEALER DIRECT PROGRAM.**

Lender will pay Dealer administrative fees pursuant to the *Rate Information Sheet* effective at the time of the loan funding. Rate Information Sheets will be provided by Lender and may be amended at any time by Lender. In the event that any loan shall be paid off or in default (including bankruptcy or past due) within the first 120 days, Dealer will be required to refund the administrative fee in full to Lender. If the loan paid off or in default within the first 120 days was in an amount over \$30,000, Dealer shall be required to refund 200% of the administrative fee to Lender. Lender shall have the right to withhold said administrative fee from any proceeds due to Dealer.

Lender is not obligated to pay the above-referenced administrative fees for any loan made under a voluntary special financing program, such as a manufacturer rate buy down program.

5. **DEALER DUTIES AND RESPONSIBILITIES.**

5.1. Loan Approval. Lender will make all decisions and determinations with regard to Loan approvals and the acceptability of proposed Loans it receives from Dealer. Dealer represents and warrants that it will not obtain a Buyer's signature on any Note until Lender has received the credit application data requested by Lender, determined that the proposed Loan meets its credit standards, and notified Dealer that it approves the Loan. Notwithstanding the foregoing, Lender reserves the right to refuse to fund any Loan that does not comport to the terms of the Loan approval communicated to the Dealer by Lender.

5.2. Interest Rates. Lender, in its sole discretion, will establish and publish appropriate rates for Loans, and make such rates available to Dealer from time to time. Dealer represents and warrants that it will not present any proposed Loan evidencing an annual percentage rate in excess of or below Lender's published rates.

5.3. Further Assurances Regarding Perfection of Security Interest. Dealer represents and warrants that it will perform all acts necessary to establish and maintain a perfected first priority security interest in Products financed with the proceeds of a Loan in favor of Lender as of the time each Loan is consummated. Dealer further represents and warrants that it will take all steps necessary to ensure that no other liens attach to the Products.

- 5.4. Evidence of Insurance. For each Loan to be funded by Lender, Dealer will provide evidence to Lender of physical damage insurance acceptable to Lender covering the Products securing a Loan against fire, theft and collision. Dealer represents and warrants that it will furnish complete and accurate information about such insurance to Lender before Lender will fund a Loan.
- 5.5. Borrower Identification. For each Loan, Dealer will obtain certain information required by Lender from time to time from each Buyer to verify the identity of each Buyer before any Loan is consummated, including, but not limited to a drivers license and social security card. Dealer agrees to comply with all other requirements Lender may impose in order to implement the Customer Identification Program created by Lender to comply with Lender's obligations under the USA PATRIOT Act of 2001.
- 5.6. Privacy Policy/Notices. Dealer represents and warrants that it will provide Lender's then current Privacy Policy to each Buyer who consummates a Loan prior to the time of such consummation. Dealer further agrees to undertake further actions and/or provide further notices as Lender reasonably may require from time to time in order to comply with legal or regulatory requirements.

6. REQUIRED DOCUMENTATION FOR FUNDING.

- 6.1. Dealer agrees to submit all Required Documentation as required by Lender before a loan will be funded. Required Documentation will include, among other things, a fully executed Credit Application and a fully executed Note. In the event Lender funds a Loan before receipt of all Required Documentation, Dealer's obligations pursuant to the terms of this Agreement include and constitute an unconditional guaranty of full payment to Lender for all amounts advanced plus other charges, expenses or other monies (including accrued interest or finance charges) reasonably incurred or due to Lender. In the event Dealer fails to provide Lender with all Required Documentation within a reasonable time, such failure will constitute a default under this Agreement requiring that the Dealer purchase the Loan in question from Lender at a price equal to the entire outstanding principal balance of the Loan at the time of purchase, plus any accrued interest and unpaid interest or finance charges, and other charges reasonably incurred by or due to Lender.

7. DEALER REPRESENTATIONS AND WARRANTIES AS TO LOANS. With respect to each Loan, Dealer represents and warrants as follows:

- 7.1. Buyer will use Loan proceeds to purchase the Products described in the Note;
- 7.2. Dealer holds title to the Products at the time of sale free of any liens, except liens in favor of Dealer's flooring financing arrangement;
- 7.3. Dealer will satisfy promptly the flooring lien on the Products;
- 7.4. Dealer will not make misrepresentations to Buyer about Lender's willingness to make a particular Loan;
- 7.5. Each Buyer has legal capacity to enter into the Loan executed by such Buyer and such Loan is and will be legally enforceable against the Buyer;

- 7.6. To the best of the Dealer's knowledge, all information submitted to Lender in connection with the Loan, including, without limitation, Buyer's credit application, is accurate and complete;
- 7.7. The Products and all optional equipment, goods and services to be delivered with the Products have been delivered to and accepted by the Buyer;
- 7.8. Title to the Products has never been branded a salvage, rebuilt, manufacturer's buy-back, vehicle history on file, or lemon law title or otherwise subject to any laws regarding the same;
- 7.9. Dealer is not aware that the actual user of the Products is anyone other than the Buyer(s) named in the Loan, as applicable. Lender makes its decision to extend credit to the Buyer based upon the assumption that the Buyer will be the principal user of the Products; if Dealer is aware that any other person, such as a child or friend of the Buyer, will be the principal user of the Products, then Dealer will insure that such other person is specifically named on all documents on which Lender relies in extending credit;
- 7.10. Each Loan is correctly documented on the Note and evidences an Interest Rate and/or Annual Percentage Rate acceptable to Lender;
- 7.11. Dealer properly made all disclosures to Buyer required by law in accordance with the timing requirements of such law;
- 7.12. The Note has not been altered by Dealer and is enforceable in accordance with its terms;
- 7.13. No obligation of any Buyer, guarantor or surety with respect to any Loan will be obtained by fraudulent or other illegal means;
- 7.14. Dealer has complied with all applicable laws and agreements and has not exceeded the scope of their authority granted hereunder;
- 7.15. Dealer has complied with all applicable laws;
- 7.16. Dealer has at all times all applicable licenses, permits or similar authorization from all applicable governmental agencies required to engage in the activities contemplated by this Agreement;
- 7.17. Dealer will ensure that all insurance documentation relating to insurance financed under the Note is delivered to the Buyer within the time required by law;
- 7.18. If any portion of the Loan proceeds is used to purchase credit insurance or property insurance from or through Dealer or an affiliate of Dealer, such insurance denotes Lender as the first lien holder;
- 7.19. If any portion of the Loan proceeds is used to purchase credit insurance or property insurance from or through Dealer or an affiliate of Dealer, such

insurance is valid and collectible according to its terms and Dealer will comply with all applicable laws with respect thereto and will provide any assistance reasonable required by Lender with respect to any refunds due upon cancellation of such insurance;

- 7.20. The down payment for the Products is in cash or fair trade allowance, or a combination of both, and is not represented by or does not consist of the Buyer's deferred obligations. There is no negative equity amount included in the amount financed under the Loan;
- 7.21. The "Finance Charge" set out in the Loan is in each case the actual sum of all charges directly or indirectly charged and imposed on the Buyer as a condition for the extension of credit;
- 7.22. There is no refund or rebate due under the Loan to any person or entity except as specified;
- 7.23. Buyer has not obtained any right in or possession of the Products by fraud or unlawful scheme;
- 7.24. Dealer is not aware that any Buyer is currently in bankruptcy or has the intention to file a voluntary petition in bankruptcy, or has sought or is reasonably expected to seek protection under any bankruptcy law or under any state or federal law affecting creditor's rights;
- 7.25. All signatures on the Loan are genuine;
- 7.26. Each Loan is genuine and arose from the bona fide sale of the Products described therein in the ordinary course of Dealer's business;
- 7.27. Products have been delivered into the possession of the Buyer named in the Loan; and
- 7.28. Dealer agrees to indemnify Lender for any expense or loss Lender suffers as a result of the assertion of a claim or defense under a warranty or service contract procured through Dealer to the extent Dealer is unable to resolve the dispute with the Buyer within a reasonable time, not to exceed sixty days.

8. **DEALER REPRESENTATIONS AND WARRANTIES GENERALLY.** Dealer represents and warrants as follows:

8.1. Organization. Dealer, if a corporation, is duly organized, validly existing, and qualified and authorized to transact business in, and is in good standing under the laws of the jurisdiction of its organization and each jurisdiction in which it performs or will perform its obligations under this Agreement or is otherwise doing business or is otherwise exempt under applicable law from such qualification.

8.2. Dealer. As to the Products, Dealer is a merchant in goods of that kind.

- 8.3. Capacity; Authority; Validity. Dealer has the power, authority and legal right to execute, deliver, and perform this Agreement and the transactions contemplated hereunder. The execution, delivery and performance of this Agreement by Dealer have been duly authorized by all necessary action, and this Agreement is enforceable against Dealer in accordance with its terms, except only to the extent such enforceability may be limited by bankruptcy, insolvency, reorganization, and other laws relating to or affecting creditors' rights generally and by general equity principles.
- 8.4. Consents; Conflicts. No consent or approval of any other party or any governmental authority, bureau or agency is required in connection with the execution, delivery, performance, validity or enforceability of this Agreement, except such as have been obtained prior to the event or circumstances for which it is required. There is no pending claim, cause of action, governmental action or litigation that, if determined adversely to Dealer, would affect Dealer's ability to perform its obligations under this Agreement. This Agreement will not result in Dealer's breach of any other agreement, instrument or relationship by which Dealer is bound.
- 8.5. Licenses. Dealer is, and throughout the term of this Agreement will remain, duly authorized and properly licensed under all applicable laws to transact business as presently conducted, and to perform the transactions contemplated under this Agreement, and Dealer has full power and authority to perform its obligations contemplated by this Agreement.
- 8.6. Compliance with Law. Dealer will perform all of its duties and obligations under this Agreement and with respect to each Loan in compliance with all applicable laws.
- 8.7. Taxes. All federal, state, county, local and other taxes due and payable with respect to any Loan, the Products securing the Loan, and the business of the Dealer have been paid. To the best of Dealer's knowledge, the Dealer has no outstanding or unsatisfied deficiency tax assessments with respect to its present or any former businesses.
- 8.8. Misrepresentations. No representation, warranty, or covenant by the Dealer contained in this Agreement, or any statement or certificate furnished to or to be furnished by Dealer pursuant to this Agreement, contains (or will contain) any untrue statement of a material fact or omits (or will omit) to state a material fact necessary to make the statements contained therein not misleading.
9. **PAYMENTS RECEIVED BY LENDER.** Dealer hereby grants to Lender a power of attorney to endorse Dealer's name to any remittance offered as payment on any Loan and to retain the proceeds thereof as payment on such Loan. The parties agree that this power is coupled with an interest and is irrevocable. This power survives the termination of this Agreement.
10. **PAYMENTS RECEIVED BY DEALER.** Dealer shall forward to Lender promptly, in kind, all payments, inquiries, and communications received by Dealer with respect to any Loan made by Lender bought by Lender, and shall reimburse Lender for any and all losses it may suffer as a result of Dealer's failure to do so.

11. **PROPERTY RETURNED TO DEALER.** If any Products covered by any Loan come into the possession of Dealer while the Buyer is indebted to Lender for such Products, Dealer will promptly notify Lender, hold the Products in trust for Lender, and assist Lender in facilitating the return of the Products to Lender.

12. **DEALER CHANGES.** Dealer shall notify Lender of any material or significant change in Dealer's ownership, organization or business, including the death of a principal, whether a shareholder, general partner, or owner, a dissolution, merger, consolidation, or a conversion to another form of legal entity or type of business. Such notice shall be provided 30 days before such change or, if unknown to Dealer before the change, then within 30 days after Dealer has knowledge of such change. Lender reserves the right to terminate this Agreement in the event of such change and Dealer's failure to notify Lender of such change will be a breach of this Agreement.

13. **DEFAULT.**

13.1. If Dealer defaults in the performance of any obligation to Lender, whether pursuant to this Agreement or otherwise, or breaches any representation or warranty contained in this Agreement, Lender, at its election, may notify Dealer of such default or breach and may, unless the Dealer cures the breach within ten (10) days after any such notice, demand payment from Dealer of the Purchase Price. The Purchase Price, as to any Loan or contract, will be the then outstanding unpaid balance (principal and accrued and unpaid interest or finance charges) of the Loan with respect to which the breach occurred, together with all costs (including reasonable attorneys' fees, whether or not a Lender salaried employee serves as attorney for Lender) incurred by Lender in relation thereto and Dealer will promptly pay such amount to Lender, in cash or certified funds.

13.2. Notwithstanding the preceding paragraph, Dealer may cure any breach as follows:

13.2.1. Purchase any affected Loan at the Purchase Price.

13.2.2. If the breach results from the Dealer's failure to submit the Required Documentation, the Dealer may submit such Required Documentation within the time prescribed by Lender.

13.2.3. By any other means which Lender and Dealer agree to in writing.

If any law prohibits Dealer from purchasing a Loan as contemplated by this Agreement, Dealer shall still be obligated to pay the Purchase Price to Lender. Upon receipt of the Purchase Price, Lender agrees to service and collect such Loan in accordance with its ordinary policies and procedures, and to pay the proceeds to Dealer less Lender's fees for providing such services.

14. **PRIVACY.** To the extent either Party has access to "non-public personal information" ("NPI") as that term is defined in Title V of the Gramm-Leach-Bliley, each Party agrees to comply with their respective obligations under such law, including, without limitation, obligations relating to the disclosure of NPI to third parties.

15. **CONFIDENTIALITY.** Each Party and its affiliates, its agents, subcontractors and employees receiving confidential information of the other Party (other than NPI) shall use such confidential information only for the purposes set forth herein and shall treat

such information as strictly confidential, and shall use the same care to prevent disclosure of such information as such Party and/or its affiliates uses with respect to its own confidential and proprietary information, which shall not be less than the care a reasonable person would use under similar circumstances.

16. **NONINVOLVEMENT OF LENDER BANK.** At no time is Dealer affiliated or under common control with Lender. Nothing contained in or any action contemplated or taken under this Agreement creates a partnership or joint venture between Lender and Dealer.
17. **REMEDY FOR BREACH.** If Dealer breaches this Agreement, Dealer will pay Lender all losses and expenses incurred by Lender as a result of such breach. In addition, Dealer will indemnify Lender for any losses incurred by Lender because of any judicial set-off or recovery suffered because of any claim or defense asserted against Lender as a result of any act or omission on the part of Dealer to the extent such act or omission was outside the scope of authority granted under this Agreement. Dealer will be liable even if a waiver, compromise, settlement or variation of the terms of the Loan Agreement releases a Buyer.
18. **TERMINATION.** Lender or Dealer may terminate this Agreement upon written notice to the other party, effective immediately. Termination, however, shall not effect any obligation of Dealer, including, but not limited to, the duty to purchase any loan from Lender.
19. **AMENDMENTS.** No modification of the terms of this Agreement will bind Dealer or Lender unless it is in writing and is signed by the authorized representative of Lender.
20. **IDENTITY THEFT.** Dealer shall be responsible for paying Lender in full for any outstanding loan when Dealer submitted any application that is found to be a stolen or fraudulent identity. Dealer shall make pay Lender within ten (10) days of notice of identity theft.
21. **MISCELLANEOUS.**
 - 21.1. **No Agency.** Except as otherwise expressly provided herein, this Agreement does not make either the Dealer or Lender the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. Neither party owes the other any fiduciary obligation.
 - 21.2. **Entire Agreement.** This Agreement applies to all past and future Loans prepared by Dealer for Lender constitutes the entire agreement between the parties and supersedes all prior agreements of the parties with respect to the subject matter of this Agreement. No waiver of any of the provisions of this Agreement constitutes a waiver of any other provision, nor will any waiver constitute a continuing waiver.
 - 21.3. **Validity; Amendment.** This Agreement shall not be valid until signed and accepted by an authorized officer of Lender and Dealer. Dealer agrees that Lender may amend this Agreement, together with any addenda, schedules, exhibits or other documents attached hereto, from time to time by providing written notice to Dealer.
 - 21.4. **Additional Rights and Liabilities.** The rights and liabilities of Lender and Dealer in this Agreement are in addition to those set forth in the Loans and any related agreements between Dealer and Lender.

- 21.5. Assignment. This Agreement binds, and inures to the benefit of, the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, Dealer may not assign this Agreement or any rights or obligations hereunder, voluntarily, involuntarily, by operation of law or otherwise without Lender's prior written consent which Lender may withhold for any reason whatsoever. Lender may assign this Agreement to the extent it deems that such assignment does not materially and detrimentally affect the rights and obligations of Dealer.
- 21.6. Severability. In the event that any provision of this Agreement is held unenforceable, such provision is severable from the remaining provisions of this Agreement and the remainder of the Agreement remains in full force and effect.
- 21.7. Indemnification. Dealer agrees to defend, indemnify, protect, save, keep, and hold Lender, and its shareholders, directors, officers, employees, representatives, agents, servants, successors and assigns harmless from and against any and all, claims, losses, liabilities, damages, injuries, costs, expenses, attorneys' fees, court costs and other amounts (collectively, "Indemnified Items") arising out of or resulting from (i) Dealer's breach of this Agreement, (ii) the failure of any representation or warranty of Dealer contained in this Agreement to be correct, or (iii) the actions of Dealer, its affiliates, or their respective shareholders, directors, officers, employees, representatives, agents, servants, successors and assigns in connection with the Loans and Products, in particular and without limitation, any action or claim brought or asserted by the Buyer or any other person in connection with any Loan by reason of any improper action taken by Dealer in connection with such Loan. Dealer shall assume the settlement and defense of any suit or suits or other legal proceedings brought to enforce all such Indemnified Items, and shall pay all judgments or settlement amounts resulting from any such suit or suits or other legal proceedings, together with all other costs and expenses, including, but not limited to, attorneys' fees and other litigation costs.
- 21.8. Governing Law. This Agreement shall be governed by and interpreted in all respects by the laws of the State of Arkansas without regard to any conflicts of law principles or choice of laws that would require the application of laws of another jurisdiction.
- 21.9. Right Of Set-Off. Dealer agrees that Lender has the ongoing right to deduct from any funds, deposit, account, obligation or other amounts due Dealer any and all amount(s) Dealer owes Lender.
- 21.10. Costs and Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, the successful or prevailing party is entitled to recover reasonable attorneys' fees (whether or not such party employs the attorney), and any other fees and costs incurred in the action or proceeding, in addition to any other relief to which such party is entitled.
- 21.11. Notices. Any notice required or otherwise to be given by any party under this Agreement will be in writing and mailed, postage prepaid, to the address of the other party specified in this Agreement or such other address as will have been theretofore specified in writing.

Dealer: _____

By: _____
(signature)

Its: _____
(title)

ACKNOWLEDGMENT

State of _____)
County of _____) ss.

On this day before the undersigned personally appeared _____, known to me to be the person whose name is subscribed to the within instrument individually and on behalf of _____ and stated and acknowledged that he/she had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

In Witness Whereof, I hereunto set my hand and official seal this ____ day of _____, _____.

Notary Public

My Commission Expires: _____

First Community Bank

By: _____

Its: _____



Contact Information and Online Application Registration

BUSINESS NAME _____

PRIMARY CONTACT(S) _____

PHYSICAL ADDRESS _____

BUSINESS PHONE # _____

PRIMARY CELL# _____

BUSINESS FAX# _____

EMAIL ADDRESS(S) _____

ONLINE APPLICATION USER INFORMATION

NAME

EMAIL

870.376.7123

www.dealerdirectfinancial.com

DEALER DIRECT PROGRAM - CONTRACT RATES AND ADMINISTRATIVE FEES

ZERO % DOWN OR LESS THAN 10% DOWN PAYMENT PROGRAM

	Amount Financed	Tier Z1 750+	Tier Z2 749-700	Tier Z3 699-650
New	≥8,000	8.85%	9.40%	10.80%
New	<8,000	9.00%	9.60%	11.05%
Used	≥5,000	9.15%	9.75%	11.55%
Used	<5,000	9.30%	9.90%	11.95%

1% administrative fee on the amount financed on contracts \$5,000 and greater. WE PAY YOU!

10% OR MORE DOWN PAYMENT PROGRAM

	Amount Financed	Tier A10 750+	Tier B10 749-700	Tier C10 699-650
New	≥8,000	8.75%	9.30%	10.70%
New	<8,000	8.90%	9.50%	10.95%
Used	≥5,000	9.00%	9.65%	11.45%
Used	<5,000	9.10%	9.80%	11.85%

2% administrative fee on the amount financed on contracts \$5,000 and greater. WE PAY YOU!

1% administrative fee on the amount financed on contracts less than \$5,000. WE PAY YOU!

MAXIMUM TERMS

Amount Financed	NEW Maximum Terms	USED Maximum Terms
\$8,000-\$30,000	60 months	42 months
\$5,000-\$7,999.99	54 months	36 months
\$3,000-\$4,999.99	48 months	30 months
\$2,000-\$2,999.99	36 months	24 months
\$1,500-\$1,999.99	18 months	12 months

SPECIAL! \$1,500.00-\$1,999.99 - 3.99% for 18 months
No Admin Fee, No dealer cost \$125 Loan Processing Fee

- 100% charge back on administrative fee if unit financed is paid off, bankruptcy or repossession occurs within first 120 days of contract.
- Additions for accessories must be pre-approved by credit officer.
- Title vehicles will require proof of registration or actual MSO.
- Proof of insurance may be required at closing.
- All applicable fees required by each state (i.e. UCC Fees, direct lien fees, etc.) will be added.
- Minimum Loan Amount = \$1,500, Maximum loan amount = \$30,000
- \$125 Loan Processing Fee (added to loan)
- LTV: New Units factory invoice / Used units @ lender's discretion.
- In some instances, dealer administrative fees will be paid to a financial service provider instead of dealer.

PH (870) 376-7123 FAX (888) 402-3528

Email Address: staff@dealerdirectfinancial.com

Mailing Address: P.O. Box 4327, Batesville, AR 72503

Physical Address: 1325 Harrison St., Batesville, AR 72501

Lienholder Information: First Community Bank, P.O. Box 4327, Batesville, AR 72503

**Ask about our
"NO FRILLS"
Financing Option
on Everything!!!**

**8.20% up to
60 months with
NO DEALER COSTS &
NO ADMIN. FEE
(\$125 Loan Processing Fee)**



1325 Harrison St
 PO Box 4317
 Batesville, AR 72503-4317
 870-612-3400 or 870-376-7123

Agreement: ACH Authorization for Corporate Credit or Debit Transactions

This agreement governs ACH transactions initiated by First Community Bank to credit or charge the Company indicated below. Both parties agree to be bound by the NACHA ACH Operating Rules and Guidelines as they pertain to all ACH transactions initiated by First Community Bank that credit or debit the Company bank account listed below, and acknowledge that the origination of ACH transactions to the listed account must comply with the provisions of U.S. Law.

The agreement provides authorization for corporate credit or debit (CCD) transactions to be initiated by First Community Bank when funding loans or collecting funds owed as part of an indirect lending contract. This agreement will remain in effect until the Company cancels it in writing. Both parties agree that this agreement constitutes authorization to credit or debit the Company's business account, and the Company agrees not to dispute any debits with its bank provided the transaction(s) correspond to the terms indicated in this agreement.

Please complete ALL of the information below LEGIBLY:

Company Name _____

Billing Address _____ Phone _____

City, State, Zip _____ Email _____

Bank Account	
Company Name on Account: _____	
Bank Name: _____	
Bank Address: _____	
Bank City/State: _____	
Account Number: _____	
Bank Routing Number: _____	

The above business bank account is enabled for ACH transactions.

I authorize First Community Bank to make payments to the Company directly into the Company's checking or savings account(s) listed above. The payment will be deposited on the day following the request or on the next business day. Proof of the payment will appear on the Company's bank statement as "buyer's last name + proceeds." I will provide a copy of a voided check from the account into which the proceeds will be deposited. Upon loan funding, First Community Bank will send the Company an email confirmation containing the customer name and amount of proceeds being deposited. In the event that the Company owes funds to First Community Bank, such as for Administrative Fee Recourse, loan reversal, or accidental overpayment, I authorize the Bank to use this information to debit the Company's account. Before the Bank drafts the account, they will contact us via email to ensure we are aware of the debt owed before debiting our account. This debit will appear as "ACH Debit" on the Company's bank statement.

Signature _____ Date _____

Printed Name _____ Title _____

I certify that I am an authorized representative of the Company indicated above and that I have the authority to enter into this Agreement on the Company's behalf. Company understand that this authorization will remain in effect until it is canceled in writing and agrees to notify First Community Bank in writing at least 15 days in advance of any changes in my account information or termination of this authorization. Company understand that because these are electronic transactions, these funds may be withdrawn from its account as soon as the date an individual transaction is authorized, and that it will have limited time to report and dispute errors. In the case of an ACH transaction being rejected for non-sufficient funds (NSF) or uncollected funds, Company understands that First Community Bank may at its discretion attempt to process the charge again within 30 days, and agrees to an additional \$10 charge for each attempt returned entry which will be initiated as a separate transaction from the authorized payment. Company has certified that the above business bank accounts are enabled for ACH transactions, and agrees to reimburse First Community Bank for all penalties and fees incurred as a result of Company's bank(s) rejecting ACH debits or credits as a result of the account(s) not being properly configured for ACH transactions. Company acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. Any dispute will be investigated and notification of resolution provided to company.



- Personal Use
- Business Use
- Co-Applicant For _____



P.O. Box 4327
 Batesville, AR 72503
 870-376-7123
 888-402-3528 FAX

staff@dealerdirectfinancial.com
 staff@dealerdirectfinancial.com

IMPORTANT APPLICANT INFORMATION: Federal law requires financial institutions to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

This application is for secured credit only.

Joint Credit.
 We intend to apply for joint credit.
 (Initials) _____

Sales Person		Dealership Name		Dealership Phone #	
Date	Requested Amount	# of Payments Requested	Dealership Fax #		

Applicant Information

Last Name	First Name	Middle Name	Banking Information
Present Street Address			<i>Are you or have you ever been a customer of First Community Bank?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No
City		State	Email Address
Time at Address <i>(if less than 2 years, give previous address)</i>		Zip Code	Landlord or Mortgage Holder
Previous Address		Payment <input type="checkbox"/> Buy <input type="checkbox"/> Parents <input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Others	
Social Security #	Date of Birth		Name of Nearest Relative Not Living with You
Phone #	<input type="checkbox"/> Cell <input type="checkbox"/> Home		Nearest Relative's Address
Mailing Address (If Different From Above)			Nearest Relative's Phone #
City			Applicant Salary: \$ _____ Gross Monthly
Current Employer (If Self-Employed, Business Name) How Long? Yrs ___ Mos ___			Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation. Alimony, child support, separate maintenance received under: <input type="checkbox"/> Court Order <input type="checkbox"/> Written Agreement <input type="checkbox"/> Oral Understanding
Employer Address			Sources of Other Income _____ Amount Per Month \$ _____
Business Phone #	Position		<input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Unmarried* *Includes single, divorced or widowed

Equipment Information (Attach dealer invoice if available.) We must have a full breakdown of the numbers.

Quantity	Year	Make	Model	Serial # (if available)	Price
1. _____	_____	_____	_____	_____	\$ _____
2. _____	_____	_____	_____	_____	\$ _____
3. _____	_____	_____	_____	_____	\$ _____

This Application for Credit ("Application") is to First Community Bank ("FCB"). I have read this Application, and everything stated in it is true. I authorize FCB to check my credit, employment history, or any other information, and to report such information, and its credit experience with me, to others. I am at least 18 years of age.

I hereby certify that the property purchased pursuant to this application is for my personal and/or business use; that I am fully responsible for making all payments for such property; that such property will be in my possession or under my control until the amount financed and all finance charges have been paid in full; and that I am not purchasing any property financed through FCB for the benefit of another without the written approval of FCB. I understand that I must update credit information at FCB's request if my financial condition changes.

Signature (Applicant) _____ Date _____



Please mail original documents to:

First Community Bank
Attn: Dealer Direct
P.O. Box 4327
Batesville, AR 72503-4327

Dealer Checklist

To help ensure that you receive funding as quickly as possible, please verify that all of the following documents are included in the loan package before returning them.

1. Completed, signed application(s) for the borrower(s). Online applications are exempt from this requirement.
2. Clear copy of valid driver's license(s) for the borrower(s)
3. Copy of the front and back of the MSO/title for any ATVs, UTVs, Motorcycles, Trailers, or other equipment that we require to be titled. (The back must be completed correctly with First Community Bank as the lienholder we must receive a completed title application.)
4. Signed Bill of Sale/Invoice that is listed in the customer's name (not their business name) with any down payment noted. (Please note that credit cards are not an acceptable form of down payment and will not be recognized as such.)
5. Copy of any extended warranty contract or service contract (if applicable)
6. Loan documents signed by the borrower(s)
 - a. Note, Disclosure, and Security Agreement
 - b. All other documents that we have sent to have the customer complete and sign

For any Michigan residents, we must have a completed, signed Special Mailing of Certificate of Title prior to funding.

ORIGINAL DOCUMENTS ARE REQUIRED TO BE MAILED TO US IMMEDIATELY FOLLOWING FUNDING.

We do accept faxed or emailed signed documents in order to fund the loan, but we require that you send the original documents immediately following funding. (Please see the mailing address listed in the top corner of this sheet.)

Securing the Lien:

- First Community Bank requires that all units that can be titled shall be titled.
- If the state in which the customer resides will not title their unit under any circumstances, please mail the original MSO to First Community Bank along with the original documents.
- First Community Bank will file a UCC for all collateral that cannot be titled.

If you are unsure if the unit is required to be titled, please contact our office.

Please remind customers:

- Units must be registered and titled within 30 days of the purchase date.
- Proof of full coverage insurance must be provided within 30 days of closing.

FAX: 888-402-3528

email: staff@dealerdirectfinancial.com

870.376.7123
www.dealerdirectfinancial.com