

ACC CAPITAL BROKER AGREEMENT



This Agreement sets forth the agreement between _____ (hereinafter Broker) and ACC Capital Corporation (hereinafter ACC) with respect to any transactions submitted to ACC by Broker. The parties hereby agree as follows:

1. **Scope:** This Agreement applies to all transactions submitted by Broker to ACC until such time as this agreement is terminated or superseded by another agreement.
2. **Disclosure of Information:** Broker shall, in connection with each transaction submitted, fully inform ACC as to all material information known to Broker concerning the transaction, including but not limited to, information regarding the proposed lessee and the proposed lessee's credit worthiness, any Broker, and the equipment to be leased. This duty extends to any changes occurring or discovered after the transaction has been submitted but prior to funding by ACC.
3. **Documentation:** All transactions shall be documented to ACC's complete satisfaction in form acceptable to ACC, at ACC's sole discretion.
4. **Broker Warranties:** Broker hereby warrants, with regard to each transaction to be submitted, as follows:
 - a. That each lease submitted is a bona fide obligation of the respective lessee and any co-lessees and will be valid and enforceable according to its terms. Any guarantees thereof will be bona fide obligations of the guarantors and will be valid and enforceable according to their terms. All documents provided in connection with each transaction shall be duly executed by the appropriate parties, who will have been duly authorized to execute same, and will be enforceable in accordance with their terms and have been properly witnessed by competent witnesses.
 - b. All leases to be submitted will be for business or commercial purposes only, and not for personal, family or household purposes.
 - c. Each lease shall be the sole and complete agreement with regard to the lease of the equipment, and there will be no other agreements in force as a result of representation or warranties made by Broker, with respect to the equipment or the lease thereof.
5. **Authority of Broker:** Broker is, and shall act as, an independent contractor, and as such, shall have no authority to incur any obligations or any statements or representations on behalf of ACC, or to bind or commit ACC in any manner, or to make, alter or execute any documents or agreements on behalf of ACC. Broker shall not use ACC's name or any of ACC's trademarks as part of any legal process in any action which may be brought against ACC or employ attorneys to defend such.
6. **Acts of Representatives:** It is understood by Broker that all of its duties and responsibilities arising out of this Agreement extend as well to anyone acting on Broker's behalf. Broker specifically understands that in the event that it delegates any of its functions, such as obtaining documentation or making other arrangements with regard to a transaction to others, including Brokers or other Brokers. Broker is still fully responsible for any and all such actions as if Broker had taken such actions itself.
7. **Indemnity:** Broker shall indemnify and hold ACC harmless from and against any and all expense, injury and damage including reasonable attorney fees, which ACC may incur, pay or suffer as a result of acts of Broker, its principals, employees or representatives or breach of its warranties herein.
8. **Compensation of Broker:** In return for Broker's efforts in connection with any transaction submitted by Broker and accepted by ACC, ACC shall, if the transaction is at ACC's standard rates for transactions of similar size and risk, pay Broker ACC's standard brokerage fee thereon in accordance with ACC's then current commission schedule.
9. **Expenses of Broker:** ACC shall not be liable for any expenses incurred by Broker in connection with any transaction submitted by Broker. Any and all such expenses shall be Broker's sole responsibility.
10. **Effective Time:** This Agreement shall be effective at the time of its execution by ACC and shall continue in effect until terminated by either party upon written notice. The rights and obligations of the parties hereunder with respect to transactions originated prior to termination of this agreement shall survive such termination.
11. **Choice of Law and Venue Attorney Fees:** This Agreement shall not be effective until signed by ACC in its office in the State of Utah. This agreement shall be considered to have been made in the State of Utah, Broker agrees to Utah jurisdiction in any action, suit or proceeding arising out of this Agreement, and waives trial by jury in any action, proceeding or litigation between or among ACC and Broker. In the event of legal action to enforce the terms of this Agreement, Broker agrees that venue shall be laid in Salt Lake County, Utah. If enforcement action is taken by ACC to enforce any term of this Agreement, the prevailing party in such action shall be entitled to a reasonable attorney fee, including attorney fees incurred at trial, on appeal and review, or incurred without actions, suits or proceedings, together with all costs and expenses incurred in pursuit thereof Broker waives trial by jury in any action proceeding or litigation between or among ACC and Broker.

Agreed to by and between the undersigned parties this _____ Day of _____, 20 _____.

ACC Capital Corporation

Company

By: _____

By: _____

Its: _____

Its: _____

Print Name _____

Print Name _____