



Broker Application Packet

Thank you for submitting your Broker Application to McKenzie Credit Group, LLC.

Please complete and include the following:

- Broker Application
- Broker Agreement
- Broker W9
- Driver's License / Identification Card
- Voided Check from Business Bank Account

Please email your application packet to:

Dave Cary

McKenzie Credit President

Email:

dave@mckenziecredit.com

Phone: (800) 206-0094

McKenzie Credit Group, LLC
 222 NE Park Plaza Drive, Suite 125
 Vancouver, WA 98684

800-206-0094



BROKER CORPORATE NAME				ADDRESS			
KEY CONTACT		TITLE		PHONE		EMAIL ADDRESS	
# OF EMPLOYEES	YEARS IN BUSINESS	TYPE OF BUSINESS				FED	
		Corporation	Proprietorship	LLC	Partnership		
MONTHLY VOLUME							
AVERAGE SIZE OF TRANSACTIONS				DOLLAR RANGE OF TRANSACTIONS			
EQUIPMENT LINES BROKERED							
BANK REFERENCES							
BANK		CONTACT		PHONE		ACCT. #	
BANK		CONTACT		PHONE		ACCT. #	
CURRENT FUNDING SOURCES							
NAME		CONTACT				PHONE	
NAME		CONTACT				PHONE	
NAME		CONTACT				PHONE	
NAME		CONTACT				PHONE	
PRINCIPAL (All principal owners and ownership percentage must be listed.)							
PRINCIPAL'S NAME							
ADDRESS				% OF OWNERSHIP			
PRINCIPAL'S NAME							
ADDRESS				% OF OWNERSHIP			
PRINCIPAL'S NAME							
ADDRESS				% OF OWNERSHIP			
SIGNATURE		SIGNATURE		SIGNATURE			

Credit Release Endorsement (Please Furnish One of the Following - Resume', Bio, CV, with work/business History) By signing below, the undersigned individual as principal/owner for the applicant, authorizes McKenzie Credit Group, LLC, its designee, assigns or potential assigns to obtain and review his/her personal credit profile provided by any national credit bureau, all pertinent company credit/reference information and to contact our financial institutions and creditors to release credit information to considering this application and for the purpose of update, renewal, or extension of credit to the applicant or the collection of any matters. A fax or photocopy of this agreement shall be valid as the original.

SIGNATURE _____

Broker Agreement

THIS BROKER TRANSACTION AGREEMENT is made on _____, 2023 by and between **McKenzie Credit Group, LLC, (hereinafter "McKenzie")** with its principal place of business at 222 NE Park Plaza Dr., Suite 125, Vancouver, WA 98684, _____ (hereinafter "Broker"), with its principal place of business at _____.

From time-to-time Broker desires to make referrals to McKenzie for Equipment Loans between End-users and McKenzie, and McKenzie desires from time to time to have Broker make said referrals to it subject to the terms and conditions set forth in this Agreement.

In consideration of McKenzie's acceptance of such referrals and of Broker's warranties and representations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Broker and McKenzie hereby agree:

1. **DEFINITIONS:** The following terms shall have the meaning set forth below:
 - a. **Equipment:** All goods that secure a Loan, including all substitutions, replacements, additions, and attachments.
 - b. **Transaction:** The leasing or financing of Equipment to a End-user when the leasing or financing of the Equipment results from a referral by Broker or is arranged by Broker with McKenzie as Creditor.
 - c. **Loan:** Any written agreement and all related documents in connection therewith, including without limitation all addenda, equipment schedules, financing statements or other writings, pursuant to which McKenzie has loaned personal property or fixtures to an individual, partnership, corporation, or other entity (hereinafter "End-user") for business purposes and which Loan is arranged by Broker.
2. **ACCEPTANCE OF TRANSACTION REFERRALS:** This Agreement shall not obligate McKenzie to accept transactions referred by Broker nor obligate Broker to refer transactions to McKenzie.
3. **AUTHORITY OF BROKER:** Broker is and shall at all times act as an independent contractor and as such shall have no authority to incur any obligation on behalf of McKenzie; to make any statements or representations on behalf of McKenzie; to bind or commit McKenzie to any transaction; nor to make, alter, or execute any document or agreement on behalf of McKenzie, Broker shall not represent to any party that Broker is employed by or represents or acts as an agent for McKenzie. Broker is an independent contractor and no partnership, agency, joint venture, or any other similar relationship with McKenzie exists or is contemplated. Broker shall not accept service of any legal process in any action which may be brought against McKenzie.
4. **BROKER OBLIGATIONS:** With respect to any proposed Transactions referred by Broker to McKenzie, and at the time of the presentation of such Transactions by Broker to McKenzie, Broker shall furnish to McKenzie credit and financial information with respect to a prospective End-user, together with a complete description of the Equipment and cost thereof, and such other information as may from time to time be requested by McKenzie.
 - a. **Rebrokered, Sub-brokered or Super-brokered Transactions:** Broker will notify McKenzie at the time of submission if the transaction is rebrokered (as that term is generally understood in the commercial lending industry) and list the originating source. Broker acknowledges they have verified the existence and validity of the originating source and will provide that information to McKenzie if requested.
 - b. **Split Transaction:** A Loan Application shall not be split between various funding sources without full disclosure in advance to McKenzie. In the event a Loan Application should be for less than the full amount of equipment, Broker warrants that it will disclose such facts to McKenzie in writing at the time the Loan Application is submitted to McKenzie.
5. **DOCUMENTATION:** All Transactions shall be documented on/with documents provided and/or acceptable by McKenzie. Any documentation, materials and/or supplies furnished by McKenzie to Broker shall at all times remain the sole exclusive property of McKenzie and shall be immediately returned to McKenzie upon demand.
6. **ACCEPTANCE OF LOAN TRANSACTION:** McKenzie shall have three (3) working days following receipt of any proposed Loan Transaction referred to it by Broker within which to accept or decline the same. During this

period of time Broker shall not refer the proposed Loan Transaction to any other equipment finance or leasing company.

7. EXPENSES OF BROKER: Broker shall be responsible for payment of all costs and expenses incurred in connection with the discharge of any of Broker's obligations hereunder.
8. COMPENSATION OF BROKER: Upon McKenzie's approval, acceptance and funding of a Transaction, Broker shall be paid by McKenzie, as full compensation for referring the Transaction to McKenzie, McKenzie's standard brokerage fee in accordance with McKenzie's then current commission schedule for such transactions.
9. TERMINATION: This Agreement shall be effective upon execution hereof and shall continue in effect until terminated by either party upon thirty (30) days written notice, except that McKenzie may, at its option, terminate this Agreement effective immediately upon breach of any term, representation, or warranty hereof by Broker. The rights and obligations of the parties hereunder with respect to Transactions originated prior to termination of this Agreement shall survive such termination.
10. INDEMNITY: Broker shall indemnify and hold McKenzie harmless from any and all expenses, injury, damage, loss, or claims, including reasonable attorney's fees, which McKenzie may hereafter incur, pay, or suffer as a result of any acts or omissions of Broker, its agents, principals, employees, or representatives. Broker further agrees that any defense that accrues to it may be used by McKenzie.
11. BROKERS WARRANTIES AND REPRESENTATIONS; To the best of Broker's knowledge and belief for all Transactions referred to McKenzie, Broker represents and warrants that:
 - a. The Loan is the only loan executed with respect to the equipment and no agreement exists with respect to the Loan or Equipment except as the same has been furnished by Broker to McKenzie.
 - b. Broker will help facilitate the signing and return of a Vendor Title Guaranty and will assist McKenzie in perfecting their liens if necessary.
 - c. The vendor is not affiliated with the End-user or Broker and is a bona fide dealer who regularly stocks and sells equipment of the type which is the subject of the Loan.
 - d. Each End-user and/or guarantor is in existence, has the full legal right, power, and authority to enter into the Loan or guaranty and all signatures, names, addresses, amounts, and other statements contained in the Loan and Guaranty are true and correct.
 - e. No rental payments or other amounts due under such Loan have been prepaid by End-user or any supplier and no deposit has been paid by End-user on the Equipment or Loan except as stated in the Loan.
 - f. No representations or warranties have been made by Broker to any End-user or guarantor other than those representations or warranties contained in the Loan.
 - g. All information supplied by Broker to McKenzie concerning the End-user, the Equipment, or otherwise with respect to the proposed Transaction is true and correct and Broker acknowledges that McKenzie is relying on said information in deciding to accept or reject the Loan transaction referral.
 - h. No part of the money required to commence the Loan has been loaned, rebated or advanced by Broker and Broker has entered into no reciprocal agreements with any End-user or officer, director, employee or guarantor of End-user.
 - i. Broker shall not solicit or accept collection of any payment due under a Loan, repossess or consent to the return of any Equipment, modify or terminate the Loan, or waive any of McKenzie's rights thereunder.
 - j. Compliance with Laws and Regulations: Broker has taken all action necessary for compliance with applicable laws and regulations including but not limited to disclosure of the right to request specific reasons for credit denial set forth under Regulation "B" of the Equal Credit Opportunity Act (the "ECOA Disclosure").
 - k. All representations and warranties made by Broker to McKenzie or End-user are true, correct, and not misleading, false, or fraudulent in any respect.
 - l. To the best of Broker's knowledge and belief (1) the Loan is a bona fide transaction enforceable in accordance with its terms and does not involve any fraud or misrepresentation on the part of the vendor or End-User, and (2) all Loan documentation has been duly executed by the officer of Customer indicated on such documentation.

- 12. OBLIGATIONS SURVIVE TERMINATION: Broker's obligations representations, and warranties under this Agreement shall survive the expiration or termination of this Agreement.
- 13. BREACH OF BROKERS WARRANTIES OR REPRESENTATIONS: If Broker shall breach any of its warranties, representations or obligations contained herein, or should McKenzie discover the Broker misrepresented any fact pertaining to a Loan, or should McKenzie discover that Broker was aware of and did not notify McKenzie of misrepresentation of any fact by End-user or Vendor pertaining to a Loan, the Broker shall unconditionally guaranty the full performance of all the terms and conditions of the Transaction including the immediate payment of the balance of the remaining term of the Loan. To effect this guaranty, Broker shall purchase the Loan from McKenzie upon demand.
- 14. ATTORNEYS FEES: Should McKenzie retain legal counsel to enforce the terms and conditions of this Agreement Broker shall pay McKenzie a sum equal to all its expenses, including reasonable attorney's fees incurred by McKenzie whether or not litigation is instituted.
- 15. NOTICES: Any written notice or demand under this Agreement may be given to a party by mail at its address set forth herein or at such other address as the party may provide in writing from time to time. Notice or demand so made shall be effective when deposited in the United States mail duly addressed with postage prepaid.
- 16. ASSIGNMENT AND SUCCESSORS IN INTEREST: Broker shall not assign, transfer, pledge or otherwise dispose of its interest in this Agreement. McKenzie may freely assign any interest it has in this Agreement. Subject to the foregoing prohibition against Broker's assignment, this Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the parties.
- 17. CHOICES OF LAW, VENUE AND JURISDICTION: This Agreement shall be deemed to have been entered into in Lane County, Oregon and shall be construed in accordance with the laws of the State of Oregon. Broker hereby agrees that in the event a suit is brought in any qualified state or federal court located in the State of Oregon, Broker consents to the jurisdiction of such courts and consents to venue in Lane County, Oregon, or at McKenzie's option, venue may be in any other county or judicial district appropriate under the applicable Rules of Procedure,
- 18. SEVERABILITY: If any provision of this Agreement is held invalid, such invalidity shall not affect other provisions which can be given effect without the invalid provision.
- 19. ENTIRE AGREEMENT: This agreement is the entire, final, and complete Agreement of the parties pertaining to the referral of Loan Transactions by Broker to McKenzie and supersedes or replaces all written or oral communications heretofore made or existing by and between the parties or their representatives with respect thereto and no modification hereof or addition hereto shall be binding unless agreed to in writing and signed by the party against whom enforcement is sought.
- 20. CAPTIONS: The captions of the various paragraphs hereof are for reference only and are not part of this Agreement.

IN WITNESS WHEREOF, this Broker Transaction Agreement is executed in duplicate effective the above date.

McKenzie Credit Group, LLC

By: _____

By: _____

Print: _____

Dave Cary

Title: _____

Title: President

Date: _____

Date: _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
				-						
or										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.