



## Assistance & Loan Application Fee Agreement

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 Utah Certified Development Company ("CDC") and the undersigned ("Applicant").

Applicant is seeking loan financing assistance under Section 504 of the Small Business Act, ("504 Loan Program") and CDC is willing to assist with the loan application services necessary to apply for such 504 Loan. Therefore, Applicant and CDC agree as follows:

### 1. Preparation of Loan Application

CDC will prepare on behalf of the applicant the 504 Loan Package required by the U.S. Small Business Administration ("SBA") prior to the SBA considering Applicant's application for an SBA 504 Loan Guaranty.

Promptly upon request, Applicant shall provide CDC with all requisite documentation, information and data necessary to prepare the 504 Loan Application Package. Applicant agrees that all documentation, information and data provided shall be current, accurate and complete. Applicant shall do each and every other thing required to package the 504 Application.

### 2. Loan Processing Fee

In accordance with SBA regulations, CDC will charge a processing fee equal to 1.5% of the net proceeds of the SBA 504 loan proceeds. Applicant agrees to pay, as a deposit, a portion of the Loan Processing Fee at the time applicant signs this agreement and a 504 Loan Application File is opened. The deposit is based on the following schedule:

CDC/SBA Loan Amount:	\$50,000 – 250,000	\$250,000 +
Deposit Amount:	1% (\$500 – 2,500)	\$2,500

If CDC or SBA declines the application, the deposit will be refunded in full within 10 business days after the decline, including any period for reconsideration. If Applicant chooses to terminate this agreement, for any reason, CDC shall deduct the reasonable and necessary costs incurred in the application and/or approval process. After deducting all hard costs incurred by the CDC, any remaining deposit balance will be refunded to the applicant within 10 business days, according to the following schedule:

Pre-loan analysis, initial credit review and determination of eligibility	75% of deposit refunded
Review and preparation of checklists for documentation needed to complete Application	50% of deposit refunded
Completion of credit underwriting and preparation of credit memo	25% of deposit refunded
Presentation of loan to Utah CDC Loan Committee	0% of deposit refunded

If the Final 504 Loan Package is approved and Applicant obtains 504 Loan financing, the total 504 Loan Processing Fee will be financed with the 504 Loan Proceeds, and the deposit paid by Applicant will be refunded to Applicant upon 504 Loan funding.

### 3. No Representations or Warranties

Applicant understands and acknowledges that CDC cannot and does not make representations or warranties as to the likelihood of 504 Loan guaranty Authorization by the SBA and/or applicant obtaining any 504 loan. 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 504 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 504 loan application package, submission to a lender and/or any other actions implied by this agreement.

### 4. Change of Circumstances

Applicant agrees to immediately notify CDC in writing of any material adverse change in Applicant's financial condition, and the absence of such notification shall be considered a continuing statement that no such unfavorable change has occurred.

**5. 504 Loan Requirements Subject to Change**

The charges, rules, regulations and procedures related to Applicant’s 504 Loan application are governed by federal regulations. Such federal regulations are subject to change, and therefore, the information contained herein is subject to change. Additional requirements or changes may be imposed by CDC or SBA. Applicant is encouraged to seek the advice of its own legal counsel before and during the entirety of the 504 loan application process. By signing this Agreement, Applicant acknowledges it has read, understands, and agrees to be bound by each and every provision set forth herein.

**6. Termination**

CDC may terminate its 504 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.

**7. Interest Rate**

The interest rate on an SBA 504 Loan is determined at the time of 504 Debenture Sale. Any discussion of interest rate at time of application or any time after loan approval, prior to Debenture Sale, is for demonstration and example only and does not constitute a quote or guarantee of the interest rate.

**8. 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.

**9. Construction of Agreement**

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

**10. 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 504 Loan guaranty authorization by the SBA and/or any loss, damage or liability to Applicant or the business of Applicant. CDC shall not be liable for any of the debts, expenses or obligation incurred by Applicant or on its behalf in preparing the 504 Loan Application Package. Further, Applicant hereby agrees to indemnify CDC and hold CDC harmless from any loss, liability, claim, demand, cost, charge or damage arising out of or related to this Agreement and defend CDC against any demand, claim or charge made against CDC arising out of or related to this Agreement, including, without limitation, any attorneys fees incurred by CDC in defending any such action.

**11. Identification Procedures**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all 504 lenders (Certified Development Companies) to obtain, verify, and record information that identifies each person who applies for a 504 Loan. Applicant acknowledges that CDC will request names, addresses, date(s) of birth, driver’s licenses, other identifying documents and other information that will allow CDC to properly identify Applicant. Applicant further acknowledges that this information is required to complete an SBA 504 Loan Application.

**12. Publicity Use**

The undersigned hereby authorizes the CDC to use any business name associated with the undersigned Applicant, as well as photos of the Applicant’s business premises in CDC related promotional material.

Check here if you do not agree to publicity use of names and photos.

**APPLICANT:**

By: \_\_\_\_\_  
Name & Title:

Date: \_\_\_\_\_