**COMMERCIAL LOAN, FEE AGREEMENT, AND AUTHORIZATION TO RELEASE INFORMATION**

This agreement is made this \_\_\_\_\_\_\_\_\_\_ Day of \_\_\_\_\_\_\_\_\_, 202\_\_, by and between **wedoSBAloans.com** and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_hereinafter referred to as “Client,” concerning the loan request described below hereinafter referred to as “Project”. This Agreement serves to set forth the understanding in connection with the proposed financing for the “Project” as depicted herein below:

Project Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_

**CLIENT’S AGENT** – wedoSBAloans.com, is hereby engaged as Client’s agent and is authorized to solicit loan applications, pre-qualification letters, term sheets, and commitment letters for Project from any or all of the lenders that wedoSBAloans.com works with in order to obtain financing for clients. This includes but is not limited to negotiating terms of the financing and if a lender is engaged to supply the Project financing, assisting in the closing of the loan. **Client understands that wedoSBAloans.com, its holding company, any of its affiliates or subsidiaries are not direct lenders and none of its funds will be used to finance the Project.**

**CLIENT’S RESPONSIBILITIES** – Client agrees to provide the information required by wedoSBAloans.com to create the loan request package. Client agrees to review the completed loan request package and is responsible for its accuracy. After a loan pre-qualification letter, term sheet, or a commitment letter has been obtained, Client agrees to use due diligence to close the loan.

**LENDERS** – wedoSBAloans.com is hereby authorized to solicit financing for the Project from lenders. Client agrees that wedoSBAloans.com shall be Client’s only agent for financing of this project during the term of this agreement.

**NO GUARANTEE OF FINANCING SUCCESS** – wedoSBAloans.com agrees to use reasonable commercial efforts to obtain and close financing for the Project. wedoSBAloans.com does not guarantee that financing can or will be obtained. Client agrees that wedoSBAloans.com will not be liable to Client for any losses or damages whatsoever in the event financing is not obtained.

**ADMINISTRATIVE AND PROCESSNG FEES** – The Client hereby agrees to pay the following fee: $3,000 administrative and processing Fee. The Client agrees to pay wedoSBAloans.com an administrative and processing fee of $3,000 for services performed in accordance with this Agreement. The fee is earned when wedoSBAloans.com receives a pre-qualification letter or a term sheet from a lender on behalf of the Client. This fee is due immediately and enforceable if the Client chooses to accept financing from a lender not presented to the Client by wedoSBAloans.com or if the client elects not to accept financing from the lenders presented to the Client by wedoSBAlaons.com.

**OTHER FEES** – Client to pay the customary lender fees, escrow/closing and other reasonable expenses necessary of the closing of said loan, including without limitation title insurance, attorney’s fees, escrow, notary, tax service, recording, structural/seismic report, environment audit fees, survey fees, appraisal fees, credit reports, background checks, business valuations, and any other bank fees related to said financing.

**DURATION OF AGREEMENT** – This Agreement shall be valid for a period of 12 (twelve) Months from date hereof. Unless cancelled in writing by Client at the end of said period, this agreement will automatically be extended for an additional 30 days, at the end of which time it will terminate unless extended in writing by both parties.

**MEDIATION OF DISPUTES** – In the event any dispute or controversy arises with respect to the subject matter of this agreement, or the transaction contemplated herein (including, but not limited to, the parties rights with respect to payment of commissions or fees as provided herein) which the parties are unable to resolve among themselves after a good faith effort to do so, at the request of either party. All parties to this agreement agree to attempt to resolve such dispute or controversy through mediation in Birmingham, Alabama pursuant to a mediation conducted by a mediator appointed by the American Arbitration Association in accordance with its mediation rules.

**ARBITRATION OF DISPUTES** – In the event any disputes or controversy arises with respect to the subject matter of this agreement or the transaction contemplated herein (including, but not limited to, the parties rights with respect to payment of Commissions and Fees as provided herein) that is not resolved as provided in paragraph “Mediation Disputes” Above. Client and wedoSBAloans.com agree that such dispute or controversy shall be settled by final, binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court that has jurisdiction thereof.

**CLIENT’S DUTIES** – The Client agrees to provide any and all requested information required by wedoSBAloans.com or any Lender with whom a request is made, in full and timely manner. Additionally, the Client shall execute and deliver the appropriate completed forms that may be customarily required to secure financing on the Project including this authorization to release any and all information.

Client’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FULL AUTHORIZATION TO EXECUTE THIS AGREEMENT ON BEHALF OF ALL PARTIES INVOLVED IS WARRANTED TO BE HELD BY THE UNDERSIGNED.**

**ACCEPTED AND AGREE TO:**

**Client: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Print Name)**

**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature) Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Broker: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Print Name)**

**BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature) Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**