



**Instructions:**

1. Complete **ALL REQUIRED** sections below for submission
2. Fax this page to: **(971) 252-4128**
3. If you have questions, call **(971) 223-5213**

## Strategic Referral Agreement

Access Capital NW, LLC (“ACNWLLC”) and,

NAME \_\_\_\_\_  
COMPANY NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
TELEPHONE/FAX \_\_\_\_\_  
EMAIL ADDRESS \_\_\_\_\_

Hereafter referred to as the (“signatory”).

1. **Declarations.** Pursuant to a formalized relationship between the signatory and ACNWLLC, the parties to this agreement, are independent parties of one another, and intending to be legally and morally bound, agree to the following terms and conditions. Whereas, ACNWLLC is engaged in the business of financial services consulting, including making sources, lenders, investors, brokers, and/or clients available to applicants and brokers, including but not limited to the arranging of funding, loans, financing, contracts, consulting services and representation, and it is agreed that the signatory desires such services from ACNWLLC.

2. **Authority.** It is agreed by our signatures that we confirm that we have full authority to execute this Agreement. By signatures and execution of this agreement, each of the named parties agree that any corporation, firm, company, individual and/or the like in which either signee is a principal or partner, and/or for which the signee is an agent, officer, employee, or the like is bound by this Agreement.

3. **Strategic Referring Source.** It is understood that the signatory is registered as a strategic referring source to and will be paid based on a percentage of the net, after costs **FUNDING ORIGINATION FEE AGREEMENT** fee agreed to and signed by the Applicant that is paid to ACNWLLC for every successful closing/funding where the signatory was the originating referring source to ACNWLLC. This fee will be paid to the signatory immediately after ACNWLLC is paid the financial services consulting fee from closing that is due to ACNWLLC from the Applicant. If the signatory has a funding request that was originated from another source referring to the signatory, then it is the sole responsibility of the signatory to pay whatever the signatory negotiates with that source out of the percentage that ACNWLLC pays the signatory.

The percentage paid is determined by the level of completeness of loans submitted. For simple referrals, and this is defined as basic loan information submitted, we will compensate the referrer **twenty percent (20%)** of the net, after costs **FUNDING ORIGINATION FEE AGREEMENT** fee agreed to and signed by the Applicant that is paid to ACNWLLC. Referrers that wish to submit a complete loan package (all documentation is prepared by the referrer) and facilitate all communication between borrower, ACNWLLC and affiliated partners, the compensation is **fifty percent (50%)** of the net, after costs **FUNDING ORIGINATION FEE AGREEMENT** fee agreed to and signed by the Applicant that is paid to ACNWLLC.

4. **Term.** This Agreement is to be and remain in full force and effect commencing with the date of the execution of this Agreement and for a period of no less that sixty (60) months from either the date of termination of this Agreement or from the date of the first funding and/or closing between and by the parties to this Agreement. This Agreement is to be fully applicable to any and all transactions, present and future, resulting from each introduction, including any and all subsequent, follow-up, repeat, extended, renegotiated and new transactions as well as initial transactions that occur during the term of this Agreement.

**5. Non-Disclosure.** Whereas, it is normally required to make valuable confidential disclosures by each party hereof to each other in order to realize and/or complete the transactions indicated above, it is understood that the parties involved in and to this Agreement may learn valuable information from one another. This includes, but not limited to, the names, addresses, email, telephone numbers, websites, and the like, of banks, lending institutions, corporations, applicants, individuals, trusts, lenders, borrowers, buyers or sellers, sources, agents, investors, brokers, clients, and the like, introduced by either of the above named parties to the other, all hereinafter referred to as "Contact(s)". It is agreed that the Contact information introduced by either of the parties to the other is the property of the introducing party unless the other party proves that they have had prior business involvement and written communication with said Contact. Each party agrees to keep all Contact information of the other party confidential. Each of the parties will not disclose any Contact Confidential Information of each other to third parties, except those directors, brokers, officers, employees, consultants and agents who are required to have the information in order to carry out the discussions of the contemplated business, hereinafter known as a "Required Third Party". The party who is given Confidential Information agrees that they will have any Required Third Party sign a Commercial Working Capital & Real Estate Financing Non-Circumvention and Non-Disclosure Agreement in content substantially similar to those sections of this Agreement. Each of the parties agree that they will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information. The measures shall include the highest degree of care that each of the parties utilizes to protect its own Confidential Information of a similar nature. Each party agrees to notify the other in writing of any misuse of such Confidential Information of the other that may come to its attention.

**6. Non-Circumvention.** Commencing with the date of the execution of this Agreement and for a period of no less than sixty (60) months from either the date of termination of this Agreement or from the date of the first funding and/or closing between and by the parties to this Agreement, the signatory and ACNWLLC agree to not make any contact with, solicit or otherwise be involved in any transaction(s) with regard to any Contact that ACNWLLC introduces to the signatory or that the signatory introduces to ACNWLLC, without the express written permission of the introducing party. It is agreed that the Contact information introduced by either of the parties to the other is the exclusive property of the introducing party, unless the other party proves that they have had prior business involvement and written communication with said Contact. As such, the parties to this Agreement will not negotiate, or participate in any transaction with any of the revealed Contacts, without first entering into a written agreement with the introducing party of the Contact. This applies to all transaction(s) entertained by the parties hereto, including subsequent, follow-up, repeat, extended, or renegotiated transaction(s) as well as the initial transaction(s), and any future transactions, regardless of the success of the project.

**7. Remedy.** In the event of disclosure or circumvention by any party covered by this Agreement, it is agreed and guaranteed that a legal monetary penalty equal to the maximum fee or profit the circumvented party should have realized in and from such transaction, including, but not limited to, punitive damages and the like shall and will be paid by the party engaged in such disclosure or circumvention. Further, in the event that any legal proceeding commences to enforce and/or interpret the terms of this Agreement, then in that event and in addition to any other aforementioned compensation, the prevailing party shall be entitled to any costs and reasonable legal/attorney fees and expenses. The parties shall be entitled to all appropriate relief, including injunctive and other equitable relief, to enforce the provisions of this Agreement.

**8. Independent Contractor.** It is understood that each party is an independent contractor and no agency relationship is created by this Agreement. As such, each party is responsible to pay its own withholding, unemployment compensation, worker's compensation, social security and/or other similar Federal, state, or local taxes.

**9. Termination.** Either party may terminate this Agreement if the other party is in material breach of this Agreement and fails to cure that breach within thirty (30) calendar days after the receipt of a written notice from the non-breaching party specifying such breach.

**10. Assignment and Delegation.** Neither party shall assign or delegate this Agreement or any rights, duties or obligations hereunder to any other person and/or entity without prior express written approval of the other party.

**11. Entire Agreement.** This Agreement contains the entire agreement and understanding concerning the subject matter hereof and supersedes and replaces all prior negotiations, proposals, and actual agreements, written or oral. Neither of the parties may individually alter, amend, nor modify this Agreement except by an instrument in writing signed by both parties, or their duly authorized representatives.

**12. Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, except in those instances where removal or elimination of such invalid, illegal, or unenforceable provision or provisions would result in a failure of consideration under this Agreement, such invalidity, illegality or unenforceability shall not effect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

**13. Paragraph Headings.** The paragraph headings set forth in this Agreement are for the convenience of the parties, and in no way define, limit, or describe the scope of this Agreement and are to be given no legal effect.

14. **Notices.** All notices, demands, or other communications under this Agreement shall be in writing and shall be deemed given if served personally or sent by fax, email, overnight courier, or certified mail, postage prepaid, and addressed to the known individual or corporate addresses.

15. **No Waiver of Rights.** Either party's failure to insist on strict performance of any provision of this Agreement shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligation strictly in accordance with the terms of this Agreement. No waiver shall be effective unless it is in writing and signed by the party against whom enforcement is sought.

16. **Faxed Copy.** Signed facsimile transmissions of this document shall be considered an original of the document, and shall have the same effect and force as signed hard-copy originals of the document. It shall be binding and legally enforceable as any full recourse commercial contract.

17. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

18. **Governing Law and Venue.** This Agreement will be governed and construed in accordance with the laws of the State of Oregon and the courts of such State shall have exclusive jurisdiction and venue. I/We, the undersigned, do hereby guarantee the aforesaid **STRATEGIC REFERRAL AGREEMENT** and agree to be bound by its terms.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**ACCEPTED BY SIGNATORY:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACCEPTED BY ACNWLLC:**

Access Capital NW, LLC  
Christopher D. Moore, Commercial Dir.  
10117 SE Sunnyside Road, Suite F122  
Clackamas, OR 97015  
(971) 223-5213 phone (971) 252-4128 fax  
chris.moore@comcast.net

\_\_\_\_\_  
Signature Christopher D. Moore