



**HOUSTON
TITLE SERVICE
INSURANCE**

Loan Amount Requested_____

Applicants Full Name_____

S.S. Number_____ DOB_____ Marital Status_____

Home Phone Number_____ Work Number_____

Drivers License_____ Expire_____

Present Address_____

City State Zip_____

RESIDENCE: OWN_____ RENT_____ HOW LONG?_____

Mortgage Company_____ Monthly Payment_____

Mortgage Balance_____ Estimated Home Value_____

Previous Address (if less than 2 yrs)_____

City State Zip_____

Current Employer_____

Address_____

City State_____ Phone_____

Number of Years_____ Gross Mo. Income_____

Complete if less than 5 years at current employment

Previous Employer

Address_____

City State Zip_____

Banking Information Primary Bank_____

Do you have any existing Lines of Credit? Yes_____ No_____

If yes, with what Bank_____

The applicant named herein certifies that all information contained in this application or otherwise provided is true, correct and complete. Applicant(s) and Guarantor(s) authorize *Onyx Corporate Finance Solutions*, (hereinafter collectively "*HITS*"), to reproduce/replicate this application, its data and/or the applicants signatures in an attempt to gain Personal Financing for the Applicant listed above. All reproductions/replications of this document, its data and/or the signatures herein will be used by *HITS*'s financial agents, partners, selected banks or banking representatives for the consideration of business loan financing. None of the applicant(s) business/personal information will be sold or exchanged for profit by *HITS*. For value received, the undersigned guarantor hereby guarantees the timely payment and collection of all debts now due or hereafter to become due from the applicant hereinabove to *HITS*, its successors and assigns without requiring any notice of nonpayment, nonperformance, or nonobservance, or proof of notice or demand, whereby to charge the undersigned, all of which the guarantor expressly waives. The guarantor expressly agrees that *HITS* may proceed against the applicant separately or jointly before, after, or simultaneously with proceeding against applicant for default; and this Guaranty shall not be terminated, affected or impaired in any way or manner whatever by reason of the assertion by applicant against *HITS*, by reason of summary or other proceedings against applicant, by the omission of *HITS* to enforce any of its rights against applicant or by reason of any extensions of time or indulgence granted by *HITS* to applicant or by any modification or amendment to the Consulting Agreement between *HITS* and applicant

Applicant Signature _____ *Date* _____

HOUSTON INSURANCE AND TITLE SERVICE. CONSULTING AGREEMENT

1. **Parties.** The undersigned, whether one or more persons or entities or both, hereinafter referred to as "Client", for and in consideration of the mutual promises and covenants hereinafter set forth, hereby agree with Houston Insurance and Title Service, LLC. ("HITS") as follows:

2. **Recitals; Engagement of HITS.** Client desires to secure a line of credit or other financial product to be used for working capital or other general financial purposes of the Client. Client hereby engages to assist Client in preparing one or more applications for submission to banks or other financial services companies in order for Client to apply for the extension of credit and further engages TEG to submit the credit applications and other materials prepared with the assistance of HITS to such banks or other financial services companies as HITS shall, in its exclusive judgment deem appropriate. HITS shall not submit any materials which are not prepared with the assistance of HITS nor shall it submit any materials to financial services companies not approved by HITS.

3. **Covenants, Representations and Warranties of Client.** Client hereby covenants and agrees to provide HITS with timely and accurate financial data which fairly reflects the financial condition of the Client and which will permit HITS to assist in completing a truthful and accurate credit application for Client. Client further covenants and agrees to cooperate with the personnel of HITS in the process of preparing the initial credit application and in providing such additional data as may be additionally requested by HITS or by a Lender identified by HITS. Client further covenants and agrees to notify HITS immediately regarding any change in or addition to the data provided by Client to HITS or contact by a Lender identified by HITS. Client represents and warrants to HITS that Client is fully authorized to enter into and perform this Agreement and that this Agreement is enforceable in accordance with its terms.

4. **Authorization by Client for Release of Information Concerning Client and Substitution of Client's Original Signature.** Client hereby authorizes and consents to the release of and use by HITS of any one or more of the following for the purpose of applying for credit in the name of Client: verification of checking/savings accounts, consumer credit, mortgage balance and their respective payment histories. Client hereby also authorizes the release of a copy of this Agreement to any credit reporting agency for purposes of preparation of a credit report incident to the Client's loan application. Client further authorizes copies of this Agreement and authorization to be used as substitutes for the original signatures of Client in case of verification requests and credit rating requests and also grants to HITS the right to act as Client's attorney in fact with full power of substitution to execute and deliver on behalf of Client any and all verification requests and credit rating requests and credit applications.

5. **Disclaimers of Warranties and Representations.** HITS disclaims that it will use any efforts other than its commercially reasonable best efforts to secure an offer of credit for the Client. HITS **HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE SERVICES RENDERED BY HITS. IN NO EVENT WILL HITS BE LIABLE FOR CONSEQUENTIAL, INDIRECT AND SPECIAL DAMAGES, EVEN IF TEG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HITS DISCLAIMS THAT IT HAS EVER GIVEN ANY ASSURANCE TO CLIENT THAT AN OFFER OF CREDIT WILL BE EXTENDED TO CLIENT OR THAT ANY OTHER PARTICULAR RESULT WILL FLOW FROM THIS ENGAGEMENT.**

6. **Independent Contractor; No Partnership.** HITS is an independent contractor acting on behalf of Client. Nothing in this Agreement shall create or be interpreted to create or imply that a partnership exists between HITS and Client. HITS hereby disclaims that it represents any financial services company in connection with this engagement.

7. **Compensation to HITS.** The compensation of HITS shall be as set forth below and shall be earned upon completion of a credit application on behalf of Client with the assistance of HITS. The offer of credit, if any, by a financial services company to Client may not be at the lowest market rate, may not be unsecured, or may not be free from other restrictive terms and conditions which the Client finds unacceptable. Client is under no obligation to accept an offer of credit from a financial services company identified by HITS. If Client chooses to accept an offer of credit based on a credit application prepared with the assistance of HITS, then Client authorizes HITS to open an account in the name of Client with the financial services company which is extending credit to Client and to cause the proceeds of the extension of credit to be deposited to such account and to direct, on behalf of Client, that funds from that account be delivered to an account designated by HITS in satisfaction of Client's obligation to pay HITS's fee for this engagement. Such delivery of funds may be made by means of, at the election of HITS, either by cashiers check, cash, wire transfer or credit card charge. If Client has not paid HITS's fees within 48 hours of funding any line of credit then Client agrees to pay all cost of collection, including but not limited to attorney fees, or filing fees; if any delinquent amount is placed with a third party for collection.

8. **Costs of Application to be Borne by HITS.** The reasonable and necessary ancillary costs of the preparation and submission of a loan application prepared with the assistance of HITS shall be borne by HITS, such costs to include credit report fees, courier fees and processing fees. If a credit application is unsuccessful, Client shall not be required to repay HITS for such costs.

9. **Computation of Compensation of HITS.** The compensation of HITS shall be equal to the applicable percentage (indicated below) of the greater of (a) the gross proceeds actually received by the Client from the financial services company or (b) the maximum amount of credit made available to the Client from the financial services company.

10. **Prepaid Fees.** If Client is required by HITS to prepay any fees at the beginning of this engagement, such prepaid fees shall be refunded in full to Client if no offer of credit is made to Client by a financial services company identified by HITS within one year of the Effective Date this Agreement.

11. **Dispute Resolution.** The parties agree to submit to binding arbitration in Houston, Harris County, Texas any dispute or controversy regarding the validity, interpretation, or enforceability of this agreement, as well as all issues involving its enforcement in connection with a dissolution proceeding between the parties. Each party expressly waives any right to trial by a court or trial by a jury. If a dissolution proceeding or declaratory judgment proceeding is filed in Texas, the arbitrator appointed under this agreement will simultaneously be designated as special master under the Texas Rules of Civil Procedure, and the parties agree to jointly apply to the court for any orders that are necessary to vest the arbitrator with all powers and authority of a special master under the rules. The parties agree to appoint one arbitrator, whose decisions will be binding in all respects. The first party requesting arbitration must designate the name of an arbitrator in the request. The other party must then designate the name of an arbitrator. If the parties cannot agree on an arbitrator within fourteen days after either party's written request for arbitration, the two designees must select a qualified arbitrator, who will be designated the sole arbitrator of the dispute. If the parties cannot agree on the ground rules and procedures to be followed during the arbitration proceedings, the arbitrator shall have the sole authority to establish the ground rules and procedures to be followed during the arbitration proceeding.

The parties agree to attend the arbitration on the date and at the time and place set by the arbitrator. The cost of arbitration must be borne as the arbitrator directs. The award of the arbitrator will be binding and conclusive on the parties, and a judgment setting forth the arbitration award may be entered in any court of competent jurisdiction.

Applicants Initials

12. **Termination.** This Agreement may be terminated at any time by HITS with or without cause. This Agreement may be terminated by Client with the written consent of HITS at any time. This Agreement will terminate 180 days after the Effective Date. Upon termination of this Agreement, all obligations of HITS shall immediately cease. Upon termination of this Agreement by Client, the obligations of Client shall continue until such time as Client's obligations are released by HITS or Client pays to HITS the compensation of HITS computed in accordance with paragraph 9 hereof.

13. **Indemnity of HITS by Client.** Client agrees to indemnify and hold harmless HITS from and against any and all claims, demands and liabilities, known or unknown, fixed or contingent, however and whenever created or incurred, arising out of or in connection with the performance of services by HITS pursuant to this Agreement.

14. **Confidential Information of HITS.** Client shall keep confidential and secret all information regarding the processes, personnel, and contracts of HITS and the identity of Lenders identified by HITS. HITS shall be entitled to seek an injunction to enforce the provisions of this Paragraph 14.

15. **Attorneys Fees and Costs.** If either party institutes an action or other proceeding to enforce any portion of this Agreement or any judgment, decree, or order entered by a court in connection with this Agreement, the prevailing party will be entitled to recover reasonable attorneys fees and other necessary costs from the other party.

16. **Notices.** All notices required or permitted to be given by this Agreement shall be given to the parties at their respective addresses appearing on the credit application form delivered by Client to HITS and shall be given by means of first class United States mail, postage prepaid, certified, return receipt requested.

17. **Miscellaneous.** This Agreement constitutes the complete agreement of the parties regarding its subject matter and replaces and supersedes any prior written or oral agreement between the parties regarding its subject matter. No representations or warranties have been provided by any party to this Agreement to any other party to this Agreement except as specifically set forth in this Agreement. This Agreement may not be modified or amended except by means of a writing clearly identifying itself as a modification or amendment of this Agreement and which is signed by HITS. This Agreement may be executed in multiple counterparts, each of which shall constitute an original but all of which together comprise but a single agreement. The captions of this Agreement and its paragraphs and subparagraphs are for the convenience of the parties only and shall not be taken into account in the construction and interpretation of this Agreement. All parties hereby acknowledge that they have read this Agreement in its entirety and have, to the extent which they deemed necessary, consulted with counsel before executing this Agreement. This Agreement is binding upon and shall inure to the benefit of the heirs, executors, successors and assigns of the parties hereto. This Agreement and the rights, benefits, privileges, duties and responsibilities of the parties hereto may not be assigned by any party hereto without the prior written consent of the other parties hereto. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular may include the plural, and vice versa as the context may require. The parties agree that they and, to the extent they deemed necessary, their counsel have participated in the formation of this Agreement, and that the rule of construction which provides that any ambiguity shall be construed against the drafter of an instrument shall not apply to the interpretation of this Agreement. The waiver by any of the parties of any provision hereof shall not be effective unless in writing and shall not constitute waiver by such party of any other provision hereof or any prior or subsequent breach of any provision here.

CONSULTING FEE \$ 15% OF Approved Credit Line FUNDING AT APPLICATION

APPLICATION FEE \$ _____

PROCESSING FEE \$ _____

CORPORATION FEE \$ _____

Applicant Signature

Date

Houston Insurance and Title Service Consultant

Social Security Number

Driver's License Number