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**Brokerage  
 Agreement**

This Brokerage Agreement (the "Agreement") is entered into as of \_\_\_\_\_, 2010 between \_\_\_\_\_ ("Broker") having a principal place of business at \_\_\_\_\_ and RR Enterprises, LLC D/B/A Front Range Factoring ("FRF").

**1. Term.** This Agreement will become effective on the date stated above and will continue in effect until terminated as provided hereunder.

**2. Services to be performed.** Broker agrees to solicit new prospective commercial clients for FRF and to provide completed application and document packages for FRF's evaluation in accordance with FRF's instructions to Broker. Broker will determine what amount of time Broker will devote to the performance of the above-described services.

**3. Compensation.** FRF shall pay to Broker fifteen (15) percent of all gross fees generated from any and all prospects introduced by Broker to FRF who a) utilize FRF's services within 90 days of submittal of prospect's application to FRF; b) had not previously submitted a written application to FRF nor had previously utilized FRF's services and c) have been funded and collected by FRF. This compensation will be paid by FRF to Broker for the life of the account.

**4. Obligations of FRF.** FRF agrees to comply with all reasonable requests of Broker to provide access to information and forms reasonably necessary to the performance of Broker's duties under this Agreement.

**5. Obligations of Broker.** Broker will treat all correspondence from FRF including FRF's contract and documentation with clients as confidential, and will not disclose it to any third party without the prior written consent of FRF.

**6. Relationship.** The parties agree that the relationship of Broker to FRF shall be that of independent contractor. The parties recognize that this Agreement is non-exclusive.

**7. Assignment.** Broker's role under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of FRF.

**8. Termination.** Notwithstanding anything herein to the contrary, either party may terminate this Agreement at anytime by giving ten (10) days prior written notice to the other party. Notwithstanding termination, FRF's obligations under item 3 shall remain in effect for the life of existing accounts.

**9: Venue.** This Agreement shall be governed and construed in accordance with the laws of the state of Colorado (notwithstanding conflict of law rules).

Broker: \_\_\_\_\_

FRF:

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Front Range Factoring

Title: \_\_\_\_\_