

# **Factoring Facts**

**Cash flow is one of the main reasons businesses fail.**

**At one time or another, every business, even successful ones, has experienced poor cash flow.**

**Cash flow does not have to be a problem anymore.**

## **Benefits from D&S Factors:**

5% Flat Rate

Non-Recourse Factoring

No Minimum Volume Required

No HOLD or RESERVE accounts

We pay your carriers directly by check within 30 days  
or Quick Pay

Receive a 2% discount when your carrier selects Quick Pay

## **D&S FACTORS**

is a factoring company that provides you with.....

Same Day Funding

Administrative Support, Full Service Billing, Online Account  
Management, Faster Service using TripPak Services.

For Questions Please Call

888-777-5543



## Broker Account Application

To get started complete the application and fax it to 888-777-5571.

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

**D&S Preferred Password:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Physical Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Business Phone #:** \_\_\_\_\_

**Business Fax #:** \_\_\_\_\_

**Toll Free #:** \_\_\_\_\_

**Cell Phone #:** \_\_\_\_\_

**Home Phone #:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Company Owner(s) Full Name(s):** \_\_\_\_\_

**Primary Contact Full Name:** \_\_\_\_\_

**MC#** \_\_\_\_\_ **Bond:** \_\_\_\_\_ **Policy #:** \_\_\_\_\_

**Legal Status:**  Corporation  Sole Proprietor  Partnership  LLC/LLP

**State of Incorporation:** \_\_\_\_\_

**Social Security / Federal Tax ID Number #:** \_\_\_\_\_

Have you ever used, or are you currently using, another factoring company?

Yes \_\_\_\_ No \_\_\_\_

If yes, who? \_\_\_\_\_ When? \_\_\_\_\_

Do you have a Letter of Release? \_\_\_\_\_

How did you hear about us? \_\_\_\_\_

Statement

- 1) I acknowledge that if a check is mailed to me belonging to D&S Factors I have 7 days from the time of receipt to forward the payment to D&S Factors. If payment has not made to D&S Factors within the allotted time D&S Factors reserves the right to charge a \$50.00 fee per check.
- 2) I acknowledge when D&S Factors purchases an invoice the invoice has been sold and is assigned payable only to D&S Factors.
- 3) D&S Factors does not purchase double brokered freight, truck ordered not used, loads hauled by your carrier authority or loads with claims.
- 4) D&S Factors reserves the right not to purchase invoices that are not credit worthy.
- 5) I acknowledge that if I decided to terminate my relationship with D&S Factors I will notify D&S Factors, in writing, at least 3 days prior to termination.
- 6) A \$100 Termination Fee will be assessed in order to file any documentation necessary to close an account.
- 7) I irrevocably authorize D&S Factors to file any initial financing statements and amendments thereto that indicates the collateral as all assets of myself or words of similar effect, regardless of whether any particular asset comprised in the collateral falls within the scope of Article 9 of the UCC, or as being equal or lesser scope or with greater detail:
  - a. File any Correction Statement in the name of myself under Section 9-518 of the Uniform Commercial Code that D&S Factors reasonably deems necessary to preserve its rights hereunder.
- 8) I hereby acknowledge that the rate is 5% on a non-recourse basis and that this application constitutes a contract agreement.
- 9) This contract shall be governed by the laws of the state of Idaho. In the event of litigation, the parties agree the exclusive courts of jurisdiction, for matters not requiring litigation in Federal Courts, shall be the State of Idaho courts located in Payette, Idaho, and the Federal Court in Boise, Idaho, for matters filed in Federal Court. Idaho law shall apply to disputes, claims, demands or causes of action that I and D&S Factors LLC may now have or may arise in the future based on this Agreement. D&S Factors LLC and I submit to *in personam* jurisdiction of the state of Idaho and the state and federal venue in Idaho above stated.
- 10) Account Disputes. I shall notify D&S Factors promptly of any situation that might affect my account with D&S Factors. This includes tax levies, offsets, accidents, or any other negative event.
- 11) Severability. In the event any one or more of the provisions contained in this Agreement is held to be invalid, illegal or unenforceable in any respect, then such provision shall be ineffective only to the extent of such prohibition or invalidity, and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- 12) I irrevocably authorize D&S Factors at my expense, to exercise at any time any of the following powers until all of my Obligations have been paid in full:
  - a. D&S Factors may convert any cash, wire, ACH, or payment in my name or D&S Factors.
  - b. D&S Factors may take all steps, actions, suits or proceedings necessary to collect upon my account.
  - c. D&S Factors may file any claim under (i) any bond or (ii) under any trust fund or (iii) any insurance policy.
  - d. Communicate directly with my Debtors to verify the amount and validity of any account created by myself.

*The above statements correctly set forth our agreement, and are true and accurate.*

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Title and % of Ownership: \_\_\_\_\_

Title and % of Ownership: \_\_\_\_\_

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

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

**\*\*Include a copy of your Bond/Trust Fund, Drivers License, and Articles of Organization or Articles of Incorporation with this application.\*\***



## **Quick Pay Program**

D&S Factors, LLC charges a flat 5% for factoring; therefore the quick pay program will also cost 5% for the carrier.

D&S Factors will then send a direct deposit to the carrier's bank account by ACH, which is a next business day transaction.

This means that if we get the paperwork on Friday it will appear in the carrier's bank account on Monday. If we get the paperwork on Wednesday it will be in their account on Thursday.

For each invoice submitted in which the carrier asks for quick pay we will give a 2% discount to you on the invoice.

### **For example:**

- 1 \$1,200 load from your customer.
- 2 \$1,000 carrier line haul
- 3 \$200 for your commission

Carrier asks for quick pay so.....

- 1 Carrier gets \$950 directly to his bank account the next business day.
- 2 Your factor fee drops from \$60 to \$36.
- 3 And your customer still gets billed for the agreed upon \$1,200.