

**LOAN REFERRAL AGREEMENT**

This Loan Referral Agreement (“Agreement”) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014 (“Effective Date”), and is made by and between **Black Hawk Funding, Inc.**, a Nevada corporation (“BHF”), \_\_\_\_\_, a \_\_\_\_\_ BHF, \_\_\_\_\_ are collectively referred to in this Agreement as the (“Parties”).

**Recitals:**

WHEREAS, BHF is in the business of generating, underwriting and funding Mortgage Loans and has an expansive network that generates Mortgage Loan requests.

WHEREAS, \_\_\_\_\_ desire to receive Mortgage Loan deals from BHF.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are incorporated into this Agreement by this reference.
2. **Engagement.** \_\_\_\_\_ desires to engage BHF as an independent contractor to assist it in placing Mortgage Loans on the terms and conditions hereinafter set forth.
3. **Independent Contractor.** BHF is and shall remain an independent contractor with respect to \_\_\_\_\_. No employment relationship or agency relationship exists or is intended to exist.
4. **Duties.** BHF shall furnish contact information to \_\_\_\_\_ from time to time on persons or entities interested in obtaining Mortgage Loans.
5. **Compensation.** For each Mortgage Loan closed through \_\_\_\_\_ for loans directly received from the BHF loan lead network, BHF shall receive one percent (1%) of the face amount of each Mortgage Loan.
6. **Indemnification.** \_\_\_\_\_ hereby agrees to indemnify and hold BHF free and harmless from and against any and all liability, expense, cost, loss or damage which BHF may incur by reason of any act or omission of \_\_\_\_\_ or its employees or agents with respect to any of the Mortgage Loans referred, unless the same results from BHF’s acts constituting gross negligence or willful misconduct on the part of BHF or its employees or agents.
7. **Term.** The term of this Agreement shall commence on the date hereof and shall continue for an initial one month term. This Agreement shall automatically renew every month unless one party gives notice of termination to the other party within five (5) days of the end of the most recent month.
8. **Compensation Following Termination.** Following termination of this Agreement, \_\_\_\_\_ shall be obligated to pay the compensation due to BHF set forth in Section 5 hereof on all Mortgage Loans closed during the term hereof. Specifically, Mortgage Loans closed by \_\_\_\_\_ within one year following the termination of this Agreement with customers identified by BHF during the term of this Agreement, but which do not already exist in the

\_\_\_\_\_ contact network and/or referred to \_\_\_\_\_ by an independent third party not related to BHF, the compensation set forth in Section 5 shall be paid on both the closing and sale of such Mortgage Loans or within 5 days thereafter.

**9. Assignment.** No party shall transfer or assign any or all of its rights or interests under this Agreement or delegate any of its obligations with the prior written consent of all Parties.

**10. Governing Law, Disputes, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

**11. Severability.** The invalidity or unenforceability of any provision within this Agreement shall in no way affect the validity or enforceability of the remainder of this Agreement or any other provision hereof.

**12. Modification; Waiver.** No oral modifications of this Agreement shall be effective, and no delay or failure on the part of either party to insist on compliance with any provision hereof shall constitute a waiver of such party's right to enforce such provision.

**13. Construction.** Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. The paragraph headings contained in this Agreement are for convenience only and shall not be construed as part of this Agreement.

**14. Attorneys' Fees.** In the event litigation shall be instituted to enforce any provision of this Agreement, the prevailing party in such litigation shall be entitled to recover reasonable attorneys' fees and expenses incurred in such litigation in addition to any other recovery to which such party may be legally entitled.

**15. Dispute of Terms.** In the event the terms of this Agreement are disputed by the parties, both parties agree that the terms shall not be interpreted against the Contractor merely because the Agreement was drafted by counsel of the Contractor.

**16. Entire Agreement.** This Agreement contains the entire agreement between the Parties with respect to the scope of services included herein and supersedes all previous written and oral negotiations, commitments and understandings.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

**BLACK HAWK FUNDING, INC.**

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

By: Robert Newell

Its: President/CEO

\_\_\_\_\_ (entity receiving referral)

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

By:

Its: