

CREDIT APPLICATION AND AGREEMENT EXHIBIT

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Date _____

A. APPLICANT

Legal Business Name _____
(List all Trade Names, DBA's and specify any Divisions or Subsidiaries)

Street Address _____ City _____ State _____ Zip _____

Mailing Address _____ City _____ State _____ Zip _____

Phone _____ Fax _____ Email _____

Ship-to Address _____

Estimated Annual Sales _____ Person to contact about account _____

Amt. of Credit Req. \$ _____ Type of Business _____ How Long in Business _____

B. BUSINESS INFORMATION

FEIN (Federal Tax Identification No.) (if applicable) _____ or SS# _____

Sole Proprietorship _____

Partnership Partner _____
Partner _____

Corporation/LLC President/Member _____ Vice President/Member _____
(Circle one) Secretary/Member _____ Treasurer/Member _____

Other: LP / LLP / Joint Venture / Trust
Principal/Partner/Trustee _____
Principal/Partner/Trustee _____

Sales Tax Exemption Certificate Yes No (if yes, enclose signed certificate or copy)

C. BANKING INFORMATION

Bank _____ Phone _____

Address _____ City _____ State _____ Zip _____

Officer Contact _____ Acct. No. _____ Type of Acct. _____

Acct. No. _____ Type of Acct. _____

I hereby authorize bank named above to release information requested for the purpose of obtaining and/or reviewing credit.

Signature _____

Date _____

D. TRADE REFERENCES (Please provide three references)

	<u>Name</u>	<u>Contact</u>	<u>Address</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

The preceding information is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize [Your Company Name Here] to investigate all references and customary credit information sources including consumer credit reporting repositories (*see* Consent to Obtain Consumer Credit Report below) regarding my/our credit and financial responsibility for the purpose of obtaining credit and for periodic review for the purpose of maintaining

the credit relationship.

CREDIT POLICY: Statements are rendered as of the [Your Company Terms]. COD restrictions may be placed on any past due account.

CREDIT TERMS: All invoices are due [Your Company Terms]. A service charge of one-and-one-half percent (1½%) per month, or eighteen percent (18%) per annum may be assessed on delinquent invoices but not to at any time exceed the highest legal rate of interest legally allowed.

VENUE: All amounts due for purchases from [Your Company Name Here] are payable at [Your Company Address Here] in U.S. dollars. It is further understood that this agreement is entered into in the state of _____ county of _____ and is governed by the internal laws (but not the conflict laws) of the state of _____, and you agree that any collection action or lawsuit of any type may be filed in any court of competent jurisdiction in [Your State], in [Your Company Name] discretion.

CHANGE OF OWNERSHIP: I/We understand that we must notify [Your Company Name Here] in writing and by certified mail of any change in ownership, the name of the business or structure of the business under which credit is established, within thirty (30) days of the date such change is effective.

COLLECTION AND ATTORNEY'S FEES: In the event of default, and if this account is turned over to an agency and/or an attorney for collection, the undersigned agrees to pay all reasonable attorney's fees, and/or costs of collection whether or not suit is filed.

CERTIFICATE OF USE: I/We certify that this request is for the extension of credit for business purposes only and not for the extension of credit for personal, family or household purposes.

AUTHORITY OF SIGNATURE AND TITLE:

The person executing this agreement has the authority to bind the customer and is authorized by the customer to enter into the credit application terms and conditions:

Firm Name _____

By _____ Title _____

By _____ Title _____

PERSONAL GUARANTEE

For valuable consideration, the receipt of which is acknowledged, including but not limited to the extension of credit by [Your Company Name Here] to _____ the undersigned, individually, jointly and severally, unconditionally guarantee(s) to [Your Company Name Here] the full and prompt payment by _____, of all obligations which Guarantor presently or hereafter may have to [Co. Name] and payment when due of all sums presently or hereafter owing by Guarantor to [Co. Name] Guarantor agrees to indemnify [Co. Name] against any losses [Co. Name] may sustain and expenses [Co. Name] may incur as a result of any failure of Guarantor to perform including reasonable attorney's fees and all costs and other expenses incurred in collecting or compromising any indebtedness of debtor guaranteed hereunder or in enforcing this guarantee against guarantor. This shall be a continuing guarantee. Diligence, Demand, Protest or notice of any kind is waived. It shall remain in full force until guarantor delivers to [Co. Name] written notice revoking it as to indebtedness incurred subsequent to such delivery. Such delivery shall not affect any of guarantors obligations hereunder with respect to indebtedness heretofore incurred.

CONSENT TO OBTAIN CONSUMER CREDIT REPORT

The undersigned individual who is principal proprietor or partner of the entity applying for business credit, and therefore desirous of a business relationship with [Your Company Name Here], recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to the use of the consumer credit report of the undersigned by [Your Company Name Here] as may be necessary in the credit evaluation process and for periodic review for the purpose of maintaining the credit relationship.

Sign Name _____ Print Name _____ Date _____

Sign Name _____ Print Name _____ Date _____

The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

Sign Name	Print Name	Date
Sign Name	Print Name	Date

Witness

The Federal Equal Credit Opportunity Act (ECOA) prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with law concerning this creditor is the Federal Trade Commission, Division of Credit Practices, 600 Pennsylvania Avenue, NW, Washington, DC 20580.