

**CREDIT APPLICATION AND AGREEMENT & COMMUNICATIONS CONSENT FORM**

**A. Applicant:** (Application Must be Completed in Full – Incomplete or Unsigned Applications May Not Be Processed)

Legal Business Name (Exact): \_\_\_\_\_ (List all Trade Names, DBA's, Divisions or Subs)  
 Business Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_ Zip: \_\_\_\_\_  
 Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Website \_\_\_\_\_ E-MAIL \_\_\_\_\_  
 Is a Purchase Order Required for the Release of Merchandise? \_\_ NO \_\_ YES :: \_\_ Written \_\_ Verbal State of Incorporation \_\_\_\_\_  
 Estimated Annual Sales: \_\_\_\_\_ No. of Employees: \_\_\_ How Long in Business Under Current Ownership: \_\_\_\_\_  
 Business Buildings – Leased or Owned \_\_\_\_\_ Name & Phone# of Landlord or Mortgage Co. \_\_\_\_\_  
 Amt of Credit Requested \$ \_\_\_\_\_ Type of Business: \_\_\_\_\_ Have you or the Company ever taken bankruptcy?  No  Yes  
 Approved CFS Credit Line \$ \_\_\_\_\_ :: Terms \_\_\_\_\_ (CFS to complete)

**B. BUSINESS INFORMATION:** (ALL Owners, SS #'s and % Ownership Info is Required )

Sole Proprietorship: Owner Name(s) \_\_\_\_\_ SS# \_\_\_\_\_ SS# \_\_\_\_\_  
 Partnership: Partner \_\_\_\_\_ SS# \_\_\_\_\_ % Ownership \_\_\_\_\_  
 Partner \_\_\_\_\_ SS# \_\_\_\_\_ % Ownership \_\_\_\_\_  
 Corporation (S Corp or C Corp - circle one)  Limited Liability Company :: *State of Incorporation / Registry* \_\_\_\_\_  
 President \_\_\_\_\_ SS# \_\_\_\_\_ % Ownership \_\_\_\_\_  
 Vice President \_\_\_\_\_ SS# \_\_\_\_\_ % Ownership \_\_\_\_\_  
 Secretary \_\_\_\_\_ SS# \_\_\_\_\_ % Ownership \_\_\_\_\_  
 Treasurer \_\_\_\_\_ SS# \_\_\_\_\_ % Ownership \_\_\_\_\_  
 • **FEDERAL TAX ID #** \_\_\_\_\_ :: Sales Tax Exempt? Yes  No  (if yes, enclose signed certificate or copy)

**C. BANKING INFORMATION:**

Bank: \_\_\_\_\_ Branch: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_ Zip: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Acct. No: \_\_\_\_\_ Type of Acct: \_\_\_\_\_  
 Acct. No: \_\_\_\_\_ Type of Acct: \_\_\_\_\_ Line of Credit Limit \_\_\_\_\_

**D. TRADE REFERENCES:** (Please List at Least 3 References- DO NOT USE-Mohawk, , Shaw, J.J. Haines)

Name	Contact	Account #	Address	Fax # or Email
1.				
2.				
3.				

The preceding information is for the purpose of obtaining commercial credit only and is warranted to be true. I/We hereby authorize **City Floor Supply (herein referred to as "CFS")** to investigate all references and customary credit and bank information sources including consumer credit reporting, 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. I/We agree to provide current corporate financial statements and personal financial information on the principal shareholders as requested by CFS to uphold the financial responsibility of the credit relationship.

**E. CREDIT POLICY:** Open account invoices due CFS must be paid within the approved terms set for each client. C.O.D. restrictions and/or Credit Card processing MAY be placed on any past-due account. CFS requires applicant to have on file a valid Visa, Master Card, American Express credit card number registered to CFS for any invoice past due from the thirty-first (31<sup>st</sup>) day but not before the forty-fifth (45<sup>th</sup>) day after which the credit card will be processed. Photocopy of front & back of credit card is required - please attach.

• Circle One :: **VISA    MASTERCARD    AMERICAN EXPRESS** • \_\_\_\_\_  
**ACCOUNT NUMBER**  
**EXPIRATION DATE:** • \_\_\_\_\_ **Three-Digit Validation Code** • \_\_\_\_\_  
**MONTH/YEAR** (Back of Card – Visa & MC :: Front of Card – AmEx – 4 digits)

The undersigned individual(s) who are either principal(s) of the credit applicant (representing 100% ownership) or a sole proprietor of the credit applicant, 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 and authorizes the use of consumer credit reports on the undersigned by CFS, the credit grantor, from time to time as may be needed, in the credit evaluation process.

• \_\_\_\_\_ X \_\_\_\_\_ :: • \_\_\_\_\_ X \_\_\_\_\_  
Print Name                      Sign Name                      Date                      Print Name                      Sign Name                      Date

**CREDIT TERMS:** All open account invoices due CFS are payable within approved terms from date of invoice, not statement. Statements are rendered as of the last day in a month. A service charge of one and one half percent (1½%) per month (18% per annum), or the highest legal rate, which ever is less may be assessed on delinquent invoices. A service charge of \$40.00 will be assessed for each returned check. An invoice can be issued for each service charge and added to the monthly statement. All established credit lines are valid for one (1) year. At expiration and without notice, client is required to submit current credit information to renew credit line facility. In the event of default, and if this account is turned over to an agency and/or attorney for collection, the undersigned agrees to pay all customary attorney fees, and/or costs of collection whether or not suit is filed.

**VENUE:** All amounts due for purchases from CFS are payable at 555 East Church Road, King of Prussia, PA 19406. Acceptable forms of payment are company check, cash or money order applied to invoice specific totals. Any aged invoice balance paid by credit card is subject to a service charge equal to the credit card issuer's transaction fee that is charged to CFS. It is further agreed that this agreement is entirely entered into in the State of Pennsylvania and is governed by the laws of the County of Montgomery and the State of Pennsylvania.

**CHANGE OF OWNERSHIP:** I/We understand that we must notify CFS 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 and must complete and return a new Credit Application and Agreement.

**Communication Consent:** I/We have willingly provided my/our Fax number, Telephone number, E-mail and Mailing addresses to establish or maintain business relations and understand that by my/our signature, consent to receive communications sent by or on behalf of City Floor Supply, Inc. compliant with all FCC Fax and Telephone Consumer Protection Act laws.

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. The privilege of purchasing on account is determined at the sole discretion of CFS management. CFS reserves the right to revoke or amend open account privileges at any time if an account does not comply with these terms and conditions. **All sales are governed by the CFS Terms and Conditions of Sale Policy found on each sales ticket.**

I/WE HEREBY PROVIDE AUTHORIZATION FOR RELEASE OF INFORMATION, BANK AND CREDIT INFORMATION RELATED TO THIS APPLICATION. APPLICANT ('S) SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ACCEPTANCE, ABILITY AND WILLINGNESS TO PAY IN ACCORDANCE WITH ABOVE TERMS AND CONSENT TO RECEIVE COMMUNICATIONS SENT BY CFS.

Firm Name: • \_\_\_\_\_ Date: \_\_\_\_\_

Signed Name, By: x \_\_\_\_\_ Title: • \_\_\_\_\_ (Must be signed by an Officer or Owner)

**F. Personal Guarantee:**

For valuable consideration, the receipt of which is acknowledged, including but not limited to the extension of credit by City Floor Supply "CFS" to Applicant/Customer shown on page one hereof, the undersigned, individually, jointly and severally, unconditionally guarantee(s) to CFS, the full and prompt performance including payment by the Applicant/Customer, of all obligations which Guarantor presently or hereafter may have to CFS and payment when due of all sums presently or hereafter owing by Guarantor to CFS. Guarantor agrees to indemnify CFS against any losses CFS may sustain and expenses CFS may incur as a result of any failure of Guarantor to perform including reasonable attorney's fees and all costs and all costs and other expenses incurred in collecting or compromising any indebtedness of debtor guaranteed hereunder or in enforcing this guaranty 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 CFS written notice, sent by registered or certified mail return receipt requested is received by CFS Attention: Credit Manager, revoking it. This notice is to specify the date on which the Guarantee is to be terminated, said date not to be less than seven (7) business days after the described notice is received and shall not affect transactions with Applicant/Customer entered into prior to the termination date. This guarantee is enforceable against the Guarantor(s) whether or not the signatures are witnessed

The undersigned personal guarantor(s), 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 consumer credit reports on the undersigned by CFS, the credit grantor, from time to time as may be needed, in the credit evaluation process.

• \_\_\_\_\_ X \_\_\_\_\_  
Print Name, Home Address, Phone (& SS# if not provided on pg.1)      Sign Name      Date      Witness

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Print Name, Home Address, Phone (& SS# if not provided on pg. 1)      Sign Name      Date      Witness

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Print Name, Home Address, Phone (& SS# if not provided on pg. 1)      Sign Name      Date      Witness

*The Federal Equal Opportunity Act 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 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 credit is the Federal Trade Commission, Division of Credit Practices, 6<sup>th</sup> and Pennsylvania Avenue, NW, Washington, D.C. 20580. The Telephone Consumer Protection Act's "Do Not Call, Fax or E-mail" regulations require businesses to have a signed consent form on file from all entities it sends faxes, e-mails or phone calls to. The federal agency that administers compliance with laws concerning this communication is the Federal Communications Commission, Consumer & Governmental Affairs Bureau, 445 12<sup>th</sup> Street, SW, Washington, D.C. 20554. Pursuant to requirements of law, including the USA PATRIOT Act, we will obtain information and take necessary actions to verify personal and business identity.*