



Electrical Lighting and Data  
157 West 18<sup>th</sup> St. New York, NY 10011  
Tel. (212) 255-3388 Fax (212) 255-3177  
www.midtownelectric.com

**APPLICATION FOR CREDIT**

Date Business Started: \_\_\_\_\_

Previous Firm Name \_\_\_\_\_

Legal Name \_\_\_\_\_

Trade Name (DBA) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Tel.: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

E-Mail \_\_\_\_\_ Web Page \_\_\_\_\_

Nature of Business \_\_\_\_\_ Credit Line Desired \_\_\_\_\_

\_\_\_\_ Individual Owner/Proprietorship  
\_\_\_\_ Partnership/LLP \_\_\_\_ Joint Venture  
\_\_\_\_ Corporation/LLC (What State \_\_\_\_\_)  
\_\_\_\_ Contractor \_\_\_\_ Gen'l Contractor  
Our company is a branch of: \_\_\_\_\_

Our firm also has branches at \_\_\_\_\_

Name of Owner/Officer \_\_\_\_\_ Title \_\_\_\_\_

Home Address \_\_\_\_\_ Social Security # \_\_\_\_\_

City/State/Zip \_\_\_\_\_ Home Tel: (\_\_\_\_) \_\_\_\_\_ Beep (\_\_\_\_) \_\_\_\_\_

Date of Birth \_\_\_\_\_ Driver's License No. \_\_\_\_\_ State \_\_\_\_\_ Cellular # (\_\_\_\_) \_\_\_\_\_

\_\_\_\_ Owns Home \_\_\_\_ Rents If you own your home, list mortgage bank \_\_\_\_\_

Name of Owner/Officer \_\_\_\_\_ Title \_\_\_\_\_

Home Address \_\_\_\_\_ Social Security # \_\_\_\_\_

City/State/Zip \_\_\_\_\_ Home Tel: (\_\_\_\_) \_\_\_\_\_ Beep (\_\_\_\_) \_\_\_\_\_

Date of Birth \_\_\_\_\_ Driver's License No. \_\_\_\_\_ State \_\_\_\_\_ Cellular # (\_\_\_\_) \_\_\_\_\_

\_\_\_\_ Owns Home \_\_\_\_ Rents If you own your home, list mortgage bank \_\_\_\_\_

Our firm and none of its officers, principals, partners or owners have filed for bankruptcy, nor do any of these persons or our

have any federal, state, county or municipal tax liens, civil suits or judgments filed against them within the last six years.

Indicate: \_\_\_\_ Yes or \_\_\_\_ No.

If yes, regardless of whether the matter has been paid or not, please attach a separate sheet explaining details.

COMPANY NAME: \_\_\_\_\_

Bank \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Tel.: (\_\_\_\_) \_\_\_\_\_ Ext \_\_\_\_\_  
Fax: (\_\_\_\_) \_\_\_\_\_

Bank \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Tel.: (\_\_\_\_) \_\_\_\_\_ Ext \_\_\_\_\_  
Fax: (\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
Checking Acc't Number      Loan Acc't Number

\_\_\_\_\_  
Checking Acc't Number      Loan Acc't Number

\_\_\_\_\_  
Loan Officer's Name      Loan Officer's Tel. No.

\_\_\_\_\_  
Loan Officer's Name      Loan Officer's Tel.

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**R E F E R E N C E S**

Firm \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Tel.: (\_\_\_\_) \_\_\_\_\_ Ext \_\_\_\_\_  
Fax: (\_\_\_\_) \_\_\_\_\_

Firm \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Tel.: (\_\_\_\_) \_\_\_\_\_ Ext \_\_\_\_\_  
Fax: (\_\_\_\_) \_\_\_\_\_

Firm \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Tel.: (\_\_\_\_) \_\_\_\_\_ Ext \_\_\_\_\_  
Fax: (\_\_\_\_) \_\_\_\_\_

Firm \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Tel.: (\_\_\_\_) \_\_\_\_\_ Ext \_\_\_\_\_  
Fax: (\_\_\_\_) \_\_\_\_\_

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Signatures transmitted electronically or by telecopier on this credit application, terms and conditions and on the personal continuing guaranty, shall have the same force and effect as original signatures.

COMPANY NAME: \_\_\_\_\_

**Terms and Conditions of Sale:**

You have our permission to contact the above banks and trade references, and we agree to abide by your terms of sale of NET 30 DAYS, FOB Shipping Point. From time to time, Midtown may extend the time of payment in whole or in part.

The Buyer, as defined below, agrees to pay a service charge of 18% per annum on any portion of our balance not paid within our net 30 day terms.

All sales are expressly conditioned upon the Buyer's acceptance of these terms and conditions of sale. No additional terms and conditions apply unless agreed to in writing by Midtown Electric Supply Corp. ("Midtown").

The Buyer, further agrees, that in the event that Midtown is forced to refer the Buyer's account to either a collection agency or to an attorney or take action against the firm, its principals, officers, guarantors or the party signing this application (collectively the "Buyer"), the Buyer shall be liable for all reasonable attorneys' fees and costs incurred by Midtown in pursuing collection of any monies owed by the Buyer to Midtown, including but not limited to the costs and expenses and filing fees incurred by Midtown if Midtown elects to arbitrate any dispute pursuant to the terms hereof.

All claims arising hereunder or in connection with the sale by Midtown of materials and equipment to the Buyer shall be governed by and interpreted in accordance with the laws of the State of New York, without regard to New York's conflict of laws rules.

In the event that any controversy or claim arising out of this Agreement and out of the supply of materials and equipment furnished by Midtown to Buyer cannot be settled by the parties, at Midtown's sole option, such controversy or claim shall be settled by arbitration in the City, County and State of New York in accordance with the then current rules of the American Arbitration Association, and any judgment rendered upon any arbitration award may be entered in any court having jurisdiction thereof and the decision of the arbitrator (s) shall be final and binding on Midtown and the Buyer. Should Buyer have a dispute with Midtown, prior to the commencement of any litigation, Buyer shall first send to Midtown a notice at the above address inquiring whether Midtown wishes to arbitrate any such dispute. Midtown shall then have ten (10) business days from its receipt of such notice to advise Buyer as to whether it wishes to arbitrate. In the event that Midtown does not respond within such ten (10) day period or does not elect to arbitrate, then any such litigation shall be brought in the State or Federal Courts located in New York County, New York, which shall have exclusive jurisdiction over the subject matter of the dispute or matter. However, nothing contained herein shall prevent Midtown from commencing a lawsuit in any other jurisdiction where the Buyer may have assets and/or where Midtown seeks to enforce any judgment it may have obtained against the Buyer.

The Buyer hereby waives any objection that it now has or hereafter may have to the venue of any suit, action, proceeding or brought in either of the above courts or to arbitration in New York County, and further irrevocably waives any claim that any such suit, action or proceeding or arbitration has been brought in an inconvenient forum.

**BUYER HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

Midtown shall not be liable for any back-charges incurred by Buyer for any cause or reason, including but not limited to, delay in delivery. In no event shall Midtown be liable for loss of profits of any kind or special, indirect or consequential damages. Seller's sole remedy shall be repair and replacement of any material to which the Buyer has an objection, and any liability of Midtown hereunder shall not exceed the price of the product upon which the liability is based.

Buyer shall object to any merchandise no later than ten (10) days after its receipt thereof, and all such objections shall be sent in writing by certified mail, return receipt requested. Any objection asserted after such ten day period shall be deemed waived. Any claim of any kind by Buyer against Midtown based upon or arising out of this agreement and the supply of goods and materials by Midtown, shall be barred unless asserted by Buyer by the commencement of an action (and not by way of a counterclaim) within one (1) year after delivery of the goods or other event, action or transaction to which the claim relates.

\_\_\_\_\_  
Signature of Authorized Officer/Owner

\_\_\_\_\_  
Print Name as Signed      Date

\_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Officer/Owner

\_\_\_\_\_  
Print Name as Signed

\_\_\_\_\_  
Date

COMPANY NAME: \_\_\_\_\_

