

APPLICATION FOR CREDIT

Date Business Started: _____

Previous Firm Name _____

Legal Name _____ Individual Owner/Proprietorship

Trade Name (DBA) _____ Partnership/LLP Joint Venture Corporation/LLC (What State _____)

Address _____ Contractor Gen'l Contractor Our company is a branch of: _____

City _____ State _____ Zip _____

Tel.: (____) _____ Our firm also has branches at _____ Fax: (____) _____

E-Mail _____ Web Page _____

Nature of Business _____ Credit Line Desired _____

Name of Owner/Officer _____ Title _____

Home Address _____ Social Security # _____

City/State/Zip _____ Home Tel: (____) _____ Beep (____) _____

Date of Birth _____ Drivers 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 _____ Drivers License No. _____ State _____ Cellular # (____) _____

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

Our firm and none of it's officers, principals, partners or owners have filed a bankruptcy, nor do any of these persons or our firm 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 of paper giving us full details.

Bank _____

Bank _____

Address _____

Address _____

City/State/Zip _____

City/State/Zip _____

Tel.: (____) _____ Ext _____

Tel.: (____) _____ Ext _____

Fax: (____) _____

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. No.

R E F E R E N C E S

Firm _____

Firm _____

Address _____

Address _____

City/State/Zip _____

City/State/Zip _____

Tel.: (____) _____ Ext _____

Tel.: (____) _____ Ext _____

Fax: (____) _____

Fax (____) _____

Firm _____

Firm _____

Address _____

Address _____

City/State/Zip _____

City/State/Zip _____

Tel.: (____) _____ Ext _____

Tel.: (____) _____ Ext _____

Fax: (____) _____

Fax: (____) _____

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 and to pay a service charge of 16% per annum on any portion of our balance not paid within those terms.

We further agree, that in the event that Midtown Electric Supply Corp. is forced to refer our firm's account to either a collection agency or to an attorney or take action against our firm's principals, officers, guarantors or myself, that our firm will accept the jurisdiction of New York City in all legal matters and reimburse Midtown Electric Supply Corp. for all collection agency &/or attorney commissions, fees, investigative costs, sheriff's or marshal's fees and any and all associated costs.

Signature of Authorized Officer/Owner

Print Name as Signed

Date

Signature of Authorized Officer/Owner

Print Name as Signed

Date

Signature of Authorized Officer/Owner

Print Name as Signed

Date

Personal Continuing Guaranty

The undersigned, herby agrees that in consideration of Midtown Electric Supply Corp. selling and causing to be delivered any and all goods, wares, merchandise and/or equipment which may be ordered by and/or delivered to the buyer.

- 1) **Guaranty of Payment.** Guarantor hereby unconditionally personally guarantees the full and prompt payment to Midtown Electric Supply Corp. ("Midtown.") when due, of any and all indebtedness, (as hereinafter defined) of buyer to Midtown. As used in this guaranty, "indebtedness" shall mean any and all indebtedness, including, but not limited to, all bills rendered by Midtown to Buyer, and other liabilities of Buyer to Midtown of every kind and character and all extensions, renewals and replacements thereof, including without limitation, all unpaid accrued interest there on and all costs and expenses payable as hereinafter provided: (I) whether now existing or hereafter incurred; (II) whether direct, indirect, primary, absolute, secondary, contingent, secured, unsecured, matured or un-matured, by guarantee or otherwise; (III) whether such indebtedness is from time to time reduced and thereafter increased, or entirely extinguished and thereafter re-incurred. (IV) whether such indebtedness was originally contracted with Midtown or with another or others; (V) whether or not such indebtedness is evidenced by a negotiable or non-negotiable instrument or any other writing; and (VI) whether such indebtedness is contracted by Buyer alone or jointly or severally with another or others. In consideration and as an inducement to Midtown, opening a credit account for Purchaser, Purchaser **And The Individual Who Signed This Agreement, Regardless of The Capacity In Which This Credit Application Is Signed, Hereby Guaranty, Jointly And Severally**, the prompt, punctual, and full payment of all obligations in accordance with the credit terms stated for as long as credit is extended.
- 2) **Certain Rights and Obligations.** If any default shall be made in the payments of any Indebtedness, Guarantor hereby agrees to pay the same in full: (I) without deduction by reason of any setoff, defense or counterclaim of Buyer; (II) without requiring protest, presentment or notice of non-payment of notice of default to Guarantor, to Buyer or to any other person; (III) without demand for payment or proof of such demand; (IV) without notice of sale and delivery of any and all goods, wares, merchandise and/or equipment to Buyer (V) without notice of extension of time for the payment of any and all goods, wares, merchandise and/or equipment; (VI) **without requiring Midtown to resort first to buyer (this being a guaranty of payment and not of collection)** or to any other guaranty which Midtown may hold; (VII) without requiring notice that any indebtedness has been incurred or of the reliance by Midtown upon this Guaranty; allow which Guarantor hereby waives.
- 3) **Guaranty of Performance.** Guarantor assumes liability for the full, prompt and unconditional performance of all obligations of Buyer in connection with the credit application annexed hereto as well as all purchase orders in connection with Project.
- 4) **Costs and Expenses.** Guarantor agrees to accept the jurisdiction of New York City Courts for all court and legal actions and to pay on demand any and all costs and expenses of every kind incurred by Midtown: (a) in enforcing this guaranty; (b) in collection any indebtedness from Buyer/Debtor or Guarantor and (c) for any other purposes related to the Indebtedness or this Guaranty. "Cost and Expenses" as used in the preceding sentence shall include, without limitation, the actual attorneys' fees (and disbursements) incurred by Midtown in retaining counsel for advice, suit, appeal and insolvency or other proceedings under the Federal Bankruptcy Code or otherwise, or any purpose specified in the preceding sentence.
- 5) Midtown and Guarantor as used herein shall include the heirs, executors or administrators, legal representatives and permitted successors or assigns, of those parties. Thus, this Guaranty shall insure to the benefit of Midtown's successors or assigns.

The undersigned further agree that you any from time to time extend the time of payment in whole or in part of the indebtedness of the buyer without in any way changing releasing or discharging the undersigned from its obligation there under. This guaranty shall remain in full force and effect until revocation by registered mail is sent to and received by you , and thereafter until any and all claims that you may have against the buyer shall have been settled and discharged in full. If there is more than one guarantor, each guarantor signing this document agrees to be bound jointly and severally.

Guarantor Signature Social Security Number

Print Name

Guarantor Signature Social Security Number

Print Name

Notary Public

Sworn to Me This
_____ Day Of _____

Signature



RELEASE OF CREDIT INFORMATION

I hereby give permission for our bank to release any credit information requested by Midtown Electric Supply Corp. in order that they may establish an open line of credit for us in a timely manner.

Please Print or Type:

Company Name: _____

and I.D. # _____

Bank: _____

Bank Phone #: _____ Bank Fax #: _____

Account #: _____ Contact: _____

Signature: _____ **Date:** _____

Name Printed: _____ **Title:** _____