



Electrical Lighting and Data
48-56 34th ST. Long Island City, NY 11101
Tel. (212)255-3388 Fax (212) 255-3177
www.midtownelectric.com

APPLICATION FOR CREDIT

****Please email completed application to rchkosi@midtownelectric.com****

****Any questions please call RAJ at (212) 255-3388****

Legal Name _____

Trade Name (DBA) _____

Address _____

City _____ State _____ Zip _____

Tel:() _____ Fax(_____

E-Mail _____ Web Page _____

Nature of Business _____ Credit Line Desired _____

Date Business Started _____

Previous Firm Name _____

___ 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 _____ 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 its officers, principals, partners or owners have filed a bankruptcy. nor do any of these persons or our firm have any federal, state, city 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 _____
Address _____
City State Zip _____
Tel (____) _____ Ext _____
Fax (____) _____
Checking Acct Number _____
Loan Acct Number _____
Loan Officer's Name _____
Loan Office's Tel No (____) _____

Bank _____
Address _____
City State Zip _____
Tel (____) _____ Ext _____
Fax (____) _____
Checking Acct Number _____
Loan Acct Number _____
Loan Officer's Name _____
Loan Office's Tel No (____) _____

REFERENCES

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 (____) _____

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 18% 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, hereby 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 hereafter 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 guaranty 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 along 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. Midtown is entitled to service charges at the rate of 18% per annum on any sums not paid within 30 days of the date and any invoice issued to buyer.
- 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 or notice of default to Guarantor, to Buyer or to any other person; (III) without demand of payment or proof of such demand; (IV) without notice or 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 to first 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 Guaranty. "Cost and Expenses" as used in the preceding sentence shall include, without limitation, the actual attorney's fees (and disbursements) incurred by Midtown in retaining council 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 on and discharged in full, if there is more than one guarantor, each guarantor signing this document agrees to be bound jointly and severally. A copy of this guarantee, and any signature thereon transmitted by telecopier or electronically, shall have the same force and effect as an original signature.

Guarantor Signature Social Security Number

Notary Public

Print Name

Sworn to Me This

Guarantor Signature Social Security Number

_____ Day Of _____

Print Name Signature

Signature

Company Name



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: _____

Fed I.D. #: _____

Bank: _____

Bank Phone #: _____ Bank Fax #: _____

Account #: _____ Contact: _____

Signature: _____ Date: _____

Name Printed: _____ Title: _____