



CREDIT APPLICATION

Dear Customer:

Thank you for choosing Signature Fencing & Flooring Systems to meet your portable flooring & fencing needs. To enable us to process this application without delay, please fill out this form completely and fax it back to 212-953-1117. Problems? Call 212-953-1116.

Thank you,

Credit Department – Signature Fencing & Flooring Systems, LLC

Business Information:

Company Name \_\_\_\_\_ Parent Co. Name \_\_\_\_\_

Buyers / Contact Name \_\_\_\_\_ Home Phone \_\_\_\_\_

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

Business Phone # \_\_\_\_\_ Business Fax # \_\_\_\_\_

Previous Name & Address (if any) \_\_\_\_\_

# of years in business: \_\_\_\_\_ # of years at this location: \_\_\_\_\_

Corporation       Partnership (LLC)       Individual / Sole Proprietor

President / Partner's Name \_\_\_\_\_ Treasurer's Name (if applicable) \_\_\_\_\_ Secretary's Name (if applicable) \_\_\_\_\_

Have any of the above ever declared bankruptcy in any of their businesses?  Yes       No

If yes, give name and brief explanation: \_\_\_\_\_

\_\_\_\_\_

Are you listed in D & B?     Yes \_\_\_\_\_ D & B # \_\_\_\_\_     No \_\_\_\_\_ Resale Tax # \_\_\_\_\_

Bank Information:

Name of Bank \_\_\_\_\_ Telephone # \_\_\_\_\_

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

Account # \_\_\_\_\_ Contact \_\_\_\_\_ Contact's # \_\_\_\_\_

Trade References: (must have complete addresses, phone & fax numbers)

(1) \_\_\_\_\_  
Name Address City, State, Zip

\_\_\_\_\_

Phone Fax

(2) \_\_\_\_\_  
Name Address City, State, Zip

\_\_\_\_\_

Phone Fax

(3) \_\_\_\_\_  
Name Address City, State, Zip

\_\_\_\_\_

Phone Fax

(4) \_\_\_\_\_  
Name Address City, State, Zip

\_\_\_\_\_

Phone Fax

By providing the above information you give permission for Signature Fencing & Flooring Systems, LLC to perform a credit check and to contact references, bank, and other sources for information necessary to establish credit terms.

Please return to:  
Signature Fencing & Flooring Systems, LLC  
50 East 42nd Street  
14<sup>th</sup> Floor  
New York, NY 10017

Or fax to: 212-953-1117

I certify that the above information is true to the best of my knowledge:

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Name of Officer

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Date

### TERMS AND CONDITIONS OF SALES

This is your agreement with SIGNATURE FENCING & FLOORING SYSTEMS, LLC (hereinafter referred to as SSL) in connection with approval for your credit application. The agreement covers payments for goods and services for our business that we may offer you from time to time.

1. Client hereby agrees to pay all amounts due for goods and services purchased from SSL, plus any finance charges and any other charges and fees according to the terms of this agreement in U.S. funds to: Signature Fencing & Flooring Systems, 50 E.42<sup>nd</sup> St., Suite 501, New York, NY 10017.
2. As security for any amounts due SSL, Client hereby grants to SSL a security interest in all goods and services purchased from SSL, together with cash and non-cash proceeds of such goods and services, including, without limitation, chattel paper and accounts receivable.
3. This credit application will be retained by SSL whether or not credit is extended to Client. SSL reserves the right at any time to suspend credit, change the credit terms, or demand adequate security from Client when, in SSL's sole opinion, the financial condition of Client so warrants. In the event any billing is not paid when due, payment therefore, regardless of prior terms, will become immediately due owing. Acceptance by SSL of less than full payment shall not be construed as a waiver of SSL's rights hereunder or at law. Payments received by Client may in SSL's discretion, be applied to such portion of Client's unpaid accounts as SSL deems appropriate.
4. Shipments will be made on a cash basis until a signed credit application is on file and credit is established. Unless otherwise agreed in writing, terms of credit payment are as follows: net amount of invoice to be paid within thirty (30) days following invoice date. Invoices not paid within 30 days become past due and delinquent. Accounts 60 days past due will be put on automatic C.O.D. shipment until Client's account is current. Two late payments in one year may result in the denial of future credit privileges.
5. A finance charge will be assessed on delinquent accounts at the rate of eighteen (18) per cent per annum or .049315% per day, which shall accrue from the date payment is due, until paid.
6. Client agrees to pay, in the event its account become delinquent, all of SSL's collection and attorney fees associated with collection of the account, plus all attendant costs, whether or not litigation is initiated. It is further agreed that in the event suit is instituted to enforce any Client's obligations hereunder, venue of such suit may, at SSL's choice, be in New York, NY.
7. Client authorizes SSL to inquire into and obtain from any bank, lending institution, or credit reference, whether or not listed in this Credit Application, any and all information relating to Client's credit worthiness or financial condition.
8. Client agrees to notify SSL, in writing, thirty (30) days prior to any change of ownership of Client, or Client's business (including the above information for the buyer), and further agrees to be liable for all purchases by a buyer of the business should the said notification not be given. HPG may, regardless of the terms stated herein or on any invoices, require all outstanding account balances to be paid in full on demand upon change of ownership, and may refuse to make further sales or extend further credit pending approval of the buyer's credit, which approval shall be in SSL's sole discretion.
9. In the event that Client is a partnership, it is understood and agreed that each and every partner of said partnership and the marital communities consisting of each partner and his respective spouse, if married, are jointly and severally liable for payment to SSL of all obligation and indebtedness which Client has incurred or is under or may incur or be under to SSL.
10. The terms and conditions of this Credit Application shall be valid and binding upon Client and guarantors who have executed this Credit Application without notice to the undersigned of its acceptance, and notwithstanding the non-execution hereof by any of the within named owners, partners, officers, and/or guarantors, or by Client, and said terms (including successor partnerships and/or corporations of Client and/or of the guarantors, regardless of the changes in name and/or membership) and assigns of Client and the Guarantors.
11. All orders are subject to written acceptance by SSL. Prices, product listings, line drawings, catalogs, sizes, weights, and manufacturing details, are subject to change without notice.
12. Client agrees all sales are final. Any returned equipment, supplies, inventory, or other goods which SSL elects to accept may be subject to a restocking charge.

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Legal Name of Client

Dated

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Signature of Officer, Owner, or Partner

Please Print or Type Name

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Thank you for your interest in Signature Fencing & Flooring Systems and its products! It is our goal to provide you with the best quality products and service at the right price. If at any time you do not feel that we are meeting this goal, please contact us directly by phone or mail.

All information provided to SSL is held in strictest confidence and is used to help establish credit with SSL. By carefully screening prospective credit clients, we eliminate bad accounts and assure you of lower prices.

If you have any questions concerning this application, please call us at 1-800-569-2751 or write us.  
Thank you for your cooperation.

**GUARANTEE**

Date \_\_\_\_\_

I, \_\_\_\_\_, residing at \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as "Client") of which I am (Title) \_\_\_\_\_,

hereby personally guarantee payment of all obligations of Client (including all interest, attorney fees, and charges) SIGNATURE FENCING & FLOORING SYSTEMS, LLC, and do hereby bind myself to pay SIGNATURE FENCING & FLOORING SYSTEMS, LLC on demand any sums which may become due it by Client, whether or not demand has been made on Client. It is my understanding that this guarantee shall be continuing and irrevocable for such indebtedness of Client to SIGNATURE FENCING & FLOORING SYSTEMS, LLC, as presently exists or may hereafter accrue. I do hereby waive all notices and demand of any kind, including notice of default or nonpayment or deferred payment, and consent to any modification or renewal of the above credit agreement or any release or modification for security thereafter. Additionally, the undersigned guarantor agrees to pay SIGNATURE FENCING & FLOORING SYSTEMS, LLC fees associated with the collection of the account and costs incurred in enforcing this guarantee, plus all attendant collection costs, whether litigation is initiated or not. I also agree that the venue of any action against Client may, at SIGNATURE FENCING & FLOORING SYSTEMS, LLC's discretion, be in Manhattan, NY.

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Please print/type name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Please print/type name

<b>CREDIT DEPARTMENT USE ONLY</b>		
<input type="checkbox"/> Credit Approved: _____ <div style="text-align: center; font-size: small;">Maximum Amount</div>	<input type="checkbox"/> Credit Refused: _____ <div style="text-align: center; font-size: small;">Reason</div>	
_____ Signature	_____ Name (print please)	_____ Date

