## Economy Plumbing & Heating Supply

875 Morton Street Mattapan, MA 02126 Tel. (617) 433-1121 Fax (857) 598-1586

## **Credit Application**

Date:			
	ame:		
Street Address:			
			Zip :
Mailing Address:			
City/County:	State	<b>:</b> :	Zip :
			Pager/Mobile #
E-Mail Address:		_ Website:	
Your Company's			
Please circle one: Proprie	etorship (please provide dri		No. Of Employees
Dontroon	ohin Composition	Limited Lieb	· · · · · · · · · · · · · · · · · · ·
Partner <b>Principals and/or Offi</b>	<u> </u>	Limited Liab	· · · · · · · · · · · · · · · · · · ·
<b>Principals and/or Offi</b> Name	icersTitle	So	· · · · · · · · · · · · · · · · · · ·
<b>Principals and/or Offi</b> Name  Street Address	icers Title	So	oility Company
Principals and/or Offi  Name Street Address City Name	Title State Title	So So So So	ocial Security No  Home Phone
Principals and/or Offi  Name Street Address City  Name Street Address	Title	So So So	cial Security No  Home Phone  ocial Security No
Principals and/or Offi  Name Street Address City  Name Street Address City	Title State Title State Title State	So	bility Company  becial Security No  Home Phone  becial Security No  Home Phone
Principals and/or Offi  Name Street Address City  Name Street Address City Name Street Address	Title State Title State Title State State State Title State S	So	ocial Security No.



About Your Company		
Work is conducted from Home Shop		
Are purchase orders issued? Yes No		
If answer is yes, by whom		
Special billing instructions:		
Is a job name required? Yes No		
Is company sales tax exempt? Yes No (If yes, pleas	se attach an exempti	on certificate.)
Financial Information: The following information will be kept in a confidential ma	anner.	
·		Mortgage Company
Home		
Business		
Other		
Name of Bank Type o	of Account/Account #	
Surety Company used on jobs requiring bonds		
Are your financial records available for the last two account Anticipated Sales Volume \$ Estimated I		
Reference/Major Suppliers		
Name Address City, State, Zip	Phone	Account #



## **Terms**

The undersigned applicant ("Applicant") hereby agrees to all of the Conditions and Terms of Sale of **Economy Plumbing & Heating Supply Company** ("Economy Plumbing & Heating Supply Company") as contained on Economy Plumbing & Heating Supply Company's invoices, accepts **Economy Plumbing & Heating Supply Company** offer to sell upon such terms, and agrees to pay all sums due according to the terms stated in **Economy Plumbing & Heating Supply Company's** invoices, including the highest service charge per month allowed by state law on all amounts past due. Unless otherwise specified on **Economy Plumbing & Heating Supply Company's** invoice, accounts unpaid on the 25<sup>th</sup> day of the next month following shipment will be deemed past due. The Applicant agrees to pay all costs of collection, including minimum attorney's fees of 25% of all amounts due.

The Applicant certifies that the information submitted herein for the purpose of obtaining credit is correct and accurate in all material respects and further, authorizes **Economy Plumbing & Heating Supply Company** to inquire of principal trade creditors, banks and other credit references to check the Applicant's credit history, and authorizes **Economy Plumbing & Heating Supply Company** to answer from others about **Economy Plumbing & Heating Supply Company's** experience with the Applicant. The Applicant agrees to notify **Economy Plumbing & Heating Supply Company**, in writing, of any change in the form of the Applicant's business or ownership within five days of such change (otherwise, the terms of this application shall extend to the applicant and all successor companies, jointly and severally). The Applicant agrees and consents that facsimile signatures shall be deemed original signatures for all purposes in connection herewith.

Any controversy or claim that has not been resolved within sixty (60) days after the date invoiced may at Economy Plumbing & Heating Supply Company's option submitted to binding final arbitration. The arbitration shall be conducted according to the rules of the American Arbitration Association and governed by the United States Arbitration Act. Judgment upon any award rendered by the arbitrators may be entered by any count having jurisdiction. The arbitrators are not empowered to award any damage in excess of compensatory damages and further, waives all venue objections.

Economy Plumbing & Heating Supply Company offers to sell products to the Applicant on the express condition that any acceptance of such offer to sell by the applicant be solely on the terms and conditions specified by Economy Plumbing & Heating Supply Company. No terms and conditions contained in any written or oral communication, including without limitation the Applicant's purchase orders, which are different from or in addition to the terms and conditions contained herein or in Economy Plumbing & Heating Supply Company's invoice, shall be binding on Economy Plumbing & Heating Supply Company, whether or not they would materially alter this document, and Economy Plumbing & Heating Supply Company hereby objects thereto.

	(Seal)	
Witness	Owner/Officer Signature	

## **Personal Guarantee**



For and in consideration of **Economy Plumbing & Heating Supply Company** ("Economy Plumbing & Heating Supply Company") extending credit at the request of the undersigned ("Guarantors") to the entity applying for credit above ("Applicant"), which is of significant benefit to the Guarantors, the Guarantors hereby personally guaranty to **Economy Plumbing & Heating Supply Company.** Jointly and severally, the payment of any and all obligations including interest, if applicable of the applicant, and the guarantors hereby agree to pay **Economy Plumbing & Heating Supply Company** on demand, without any offset, any sum whether or not such sum exceeds the anticipated sales amount or credit limit which may become due to Economy Plumbing & Heating **Supply Company** by the Applicant, and further agrees to pay all costs of collection, including minimum attorney's fees of 25% of the Applicant's. It is understood that this guaranty shall be a continuing, unconditional and absolute guaranty and indemnity for such indebtedness of the Applicant and the fact at any time, or from time to time, the indebtedness may be paid in full shall not affect the obligation of the guarantors with respect to further indebtedness thereafter incurred. The Guarantors may only revoke this guaranty upon thirty (30) days prior to written notice received by Director of Credit Manager, Economy Plumbing & Heating Supply Company, 3190 Washington Street Jamaica Plain, MA 02130-2384. Any indebtedness incurred by Applicant prior to the effective date of undersigned's revocation (thirty days following the date of receipt by Economy Plumbing & Heating Supply Company's Director of Credit Management), though not yet due and payable, shall be guaranteed by the guarantors. To the extent permitted by law, the guarantors hereby waive all venue objections, the Homestead exemption, notice of acceptance hereof, notice of resentment, demand, non-payment, dishonor and protest, and consent to and waive notice of any modification, amendment or extension of the terms of the credit agreement hereby guaranteed.

The Guarantors further agree to notify **Economy Plumbing & Heating Supply Company**, in writing, of any change in the form of the Applicant's business or ownership, or of any change in the Guarantors' status with the Applicant, within five (5) days of such change (otherwise, continuing guaranty shall extend to the above-named Applicant, the Guarantors and any successor companies, jointly and severally).

Witness	Guarantor	Social Security No.	_(Seal)	Date
Witness	Guarantor	Social Security No.	_ (Seal)	Date
Economy Plumb	ing & Heating Supp	ply Company		
Account Name: Approved By:		Multiplier: Date:		

