



THE TOTAL PACKAGE

# Credit Application

<b>To Be Completed by Salesperson:</b>	
Date	____ / ____ / ____
Salesperson #	_____
Total Amount of Sale	\$ _____

Trade Name of Firm \_\_\_\_\_  
 Legal Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Invoice-to address, if different \_\_\_\_\_  
 Phone \_\_\_\_\_ Fax \_\_\_\_\_  
 Subsidiary and/or Division of \_\_\_\_\_ Year Established \_\_\_\_\_

Type of Business:  Corporation  Partnership  Sole proprietor Stock symbol \_\_\_\_\_  
 Kind Of Business \_\_\_\_\_ SIC Code \_\_\_\_\_

Names of Principal Owners: \_\_\_\_\_ Title \_\_\_\_\_  
 \_\_\_\_\_ Title \_\_\_\_\_  
 \_\_\_\_\_ Title \_\_\_\_\_

Name of Person in Charge of A/P: \_\_\_\_\_ Phone \_\_\_\_\_

Are you exempt from sales tax?  Yes  No **If yes, please attach certificate**

Are you rated by Dun & Bradstreet?  Yes  No If yes, DUNS # \_\_\_\_\_

Will you provide a recent financial statement to our Controller?  Yes  No

Name of Bank \_\_\_\_\_ Checking Acct # \_\_\_\_\_  
 Address \_\_\_\_\_ Branch \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Acct Rep \_\_\_\_\_  
 Phone \_\_\_\_\_ Title \_\_\_\_\_  
 Fax \_\_\_\_\_

**BUSINESS REFERENCES** (Please list vendors from whom you order similar products or services as those produced by the Colad Group, LLC)

Name	_____	_____	_____
Address	_____	_____	_____
City, State, Zip	_____	_____	_____
Contact	_____	_____	_____
Phone	_____	_____	_____
Fax	_____	_____	_____

<b>CUSTOMER'S AGREEMENT</b> (Please keep a copy for your records)	I acknowledge and understand the following:
1. Your terms are subject to satisfactory credit review. 2. If credit is extended, the above organization will be responsible for paying 1½ % (or the legally highest interest rate) finance charge per month on delinquent accounts and the recovery of reasonable collection and attorney fees (not to exceed 40%) in the event that an account is turned over for collection. 3. My signature below authorizes all parties stated above to release any necessary information to The Colad Group, LLC including but not limited to banking information	
Print Name _____	Signature _____ Title _____

## COMMERCIAL ACCOUNTS PAYABLE CONTRACT

The information provided on this application is for the purpose of obtaining credit and is warranted by customer to be true. Applicant hereby authorizes The Colad Group, LLC (Colad) to investigate and obtain credit and financial information concerning the Applicant at any time and from any source. All credit references (i.e. suppliers, banks, etc.) are hereby given permission to supply Colad with any information that Colad requests, not only at this time, but from time to time as Colad deems appropriate. A service charge of 1.5% per month (18% per year) will be charged against any commercial account more than thirty (30) days past due. If legal action is taken to enforce or intercept the terms hereof, or otherwise to obtain payment from Applicant, Applicant agrees to pay attorney's fees not to exceed twenty five (25) percent of the balance owed as well as court costs and any other collection expenses incurred. Applicant hereby waives trial by jury and the right thereto in any action or proceeding arising out of, under or by reason of this Agreement or any assignment or transaction thereunder.

Applicant's contractual relationship with Colad constitutes an agreement made in Maryland and is governed by the laws of Maryland. At the election of Colad, any action arising from such agreement may be litigated in Maryland, and Applicant, by issuance of an oral or written purchase order or job authorization, consents to the jurisdiction of any local, state or federal court located in Maryland. Customer recognizes that any credit extended may be reduced or terminated at any time by Colad, and said action are solely within the discretion of Colad. This Agreement does not guarantee or entitle Applicant to any initial or continued extension of credit. Customer represents and warrants that any credit extended is being extended in connection with a commercial transaction only, and not in connection with any non-business, personal, family, or household purposes. Claim for defects, damages, theft, or shortages from any cause must be made by the Applicant in writing within ten (10) days after goods are delivered. Failure to make any such claim within the stated period shall constitute irrevocable acceptance and an admission that the goods delivered fully comply with all applicable terms, conditions and specifications. Under no circumstances shall Applicant be entitled to damages in excess of the replacement cost for any goods for which a claim is made, or to special or consequential damages, including profits or lost profits.

Furthermore, Applicant hereby authorizes and empowers any attorney of any Court of record within the United States to appear for the Applicant in any Court in on or more proceedings, or before and Clerk thereof, and to confess judgment against the Applicant, without prior notice or opportunity for a prior hearing, in favor of Colad or its assigns or successors in interest, for any sums owed to Colad, plus accrued interest, costs of suit and attorney's fees as stated herein. Applicant hereby waives all rights to stay of execution on said judgment, as well as any demand of presentment for payment, notice of dishonor, protest, notice and trial by jury. Applicant grants a security interest in the work and goods on which Colad performs services, and proceeds of such work or goods, and in any account and proceeds generated in connection with Colad's work or goods for Applicant. Applicant grants Colad authorization to file a financing statement to evidence such security interest.

Has your company, or any of its owners, partners or officers ever filed a voluntary petition in Bankruptcy, been adjudged bankrupt, or made an assignment for the benefit of creditors?  YES  NO

Has a tax lien been filed against your company or any of its owners, partners or officers with the past five (5) years?  YES  NO

Are you involved in any legal suits relative to your credit and/or payment practices?  YES  NO

### THIS AGREEMENT MUST BE SIGNED BY AND OFFICER, PARTNER OR OWNER

Your signature acknowledges your review and acceptance of the contract, that these contracts govern all current and future commercial transactions with Colad, and that the terms and conditions set forth above shall continue until cancelled in writing by Colad or Applicant. Both parties agree to provide at least 90 days written notice of cancellation before said cancellation becomes effective.

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Authorized Signature

Print Name

Title

Date

**SO THAT WE MAY CONSIDER YOUR APPLICATION FOR CREDIT, PLEASE COMPLETE BOTH PAGES OF THIS FORM, SIGN, & PROMPTLY RETURN ALONG WITH A TAX CERTIFICATE, IF APPLICABLE.**

**EMAIL TO: [cnathan@colad.com](mailto:cnathan@colad.com) or FAX TO: 716-961-1777, ATTN: Cathy Nathan**