



# Primary Electrical Supply

129-10 Hillside Avenue  
Richmond Hill, NY 111418  
718-441-1234 (T) – 718-805-9108 (F)

## APPLICATION FOR CREDIT

TO: Primary Electrical Supply

Date: \_\_\_\_\_

The UNDERSIGNED understands that the following information is being submitted for the purpose of obtaining a line of credit and authorizes the investigation of this information.

Company Legal Name: \_\_\_\_\_

Trade Name (DBA): \_\_\_\_\_

Year Established: \_\_\_\_\_ (  Sole Proprietorship:  Partnership/LLP:  Joint Venture  Corporation/LLC (What State \_\_\_\_\_) )

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Web Site: \_\_\_\_\_

Federal Employer Identification #: \_\_\_\_\_

CHECK ONE:                     Own Premises                     Rent                     Do Business From Home

In the event any bill incurred remains outstanding for more than 90 days, I hereby authorize Primary Electrical Supply to charge such amount to my credit card account. I agree to give prompt written notice if there is any address or account information change.

Credit Card No. \_\_\_\_\_ AMEX\_\_ MC\_\_ Visa\_\_ (check one) Exp \_\_\_\_\_ Card ID # \_\_\_\_\_

Billing Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date:

### BANK REFERENCES:

Name of Bank: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Account #: \_\_\_\_\_ Loan Officer's Name & Phone # \_\_\_\_\_

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Name of Bank: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Account #: \_\_\_\_\_ Loan Officer's Name & Phone # \_\_\_\_\_

I have given security interest in my (Check One):

Accounts Receivable                       Inventory                       Equipment

UCC - Filed?       YES               NO

The Security Holder Name is:      Name \_\_\_\_\_

Address: \_\_\_\_\_

**PRINCIPLES & OFFICERS:**

1. Name: \_\_\_\_\_ Title: \_\_\_\_\_ % Ownership \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Social Security # \_\_\_\_\_

Email Address: \_\_\_\_\_ Drivers License # \_\_\_\_\_ State: \_\_\_\_\_

Owns Home (Y / N)      Rents (Y / N) If you own your home, list mortgage bank \_\_\_\_\_

2. Name: \_\_\_\_\_ Title: \_\_\_\_\_ % Ownership \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Social Security # \_\_\_\_\_

Email Address: \_\_\_\_\_ Drivers License # \_\_\_\_\_ State: \_\_\_\_\_

Owns Home (Y / N)      Rents (Y / N) If you own your home, list mortgage bank \_\_\_\_\_

Our firm and none of its officers, principles, partners or owners have filed for bankruptcy, nor do any of these persons of our firm have and federal, state or county municipal tax liens, civil suits or judgments filed against them within the last six years.

Indicate: Yes: \_\_\_\_\_ No: \_\_\_\_\_

*If yes, regardless of whether the matter has been paid or not, please attached a separate sheet of paper providing details.*

**INDIVIDUALS AUTHORIZED TO MAKE PURCHASES:**

1. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

2. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

129-10 Hillside Avenue - Richmond Hill, NY 11418 | (t) 718-441-1234 | (f) 718-805-9108

**TRADE REFERENCES:**

- 1. Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
Account # \_\_\_\_\_ Loan Officer's Name & Phone # \_\_\_\_\_
  
- 2. Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
Account # \_\_\_\_\_
  
- 3. Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
Account # \_\_\_\_\_

The UNDERSIGNED certifies that the above information is true and correct in all respects and is aware of the fact that PRIMARY ELECTRICAL SUPPLY will rely on said information in extending credit to the APPLICANT.

The UNDERSIGNED represents that he/she is authorized to sign this application on behalf of the APPLICANT, and further, that he/she has the right to agree to the following terms and conditions on behalf of the APPLICANT.

- 1. The APPLICANT agrees to pay for any and all goods / merchandise and services sold to it by PRIMARY ELECTRICAL SUPPLY by the 10<sup>th</sup> of the month following the date of the invoice to the APPLICANT.
  
- 2. In the event APPLICANT fails, refuses and neglects to pay invoices rendered to it by PRIMARY ELECTRICAL SUPPLY, and in the event litigation commences to collect any amounts due and owed by APPLICANT to PRIMARY ELECTRICAL SUPPLY, APPLICANT agrees that any such action, as commenced against it, shall entitle PRIMARY ELECTRICAL SUPPLY to sue for, in addition to its action to recover monies for goods, merchandise and or / services sold and delivered to the APPLICANT, reasonable attorney's fees, equal to one-third.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Personal Continuing Guaranty

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

1. **Guaranty of Payment:** Guarantor herby unconditionally personally guarantees the full and prompt payment to Primary Electrical Supply (Primary) when due of any and all indebtedness. (As hereinafter defined) of buyer to Primary. As used in this guaranty, "indebtedness", shall mean any and all indebtedness, including but not limited to all bills rendered by Primary to Buyer and other liabilities of Buyer to Primary 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 hereafter 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 is contracted by Buyer alone or jointly or severally with another or others. In consideration and as an inducement to Primary, opening a credit account for Purchaser, Purchaser AND THE INIDIVIDUAL WHO SIGNED THIS AGREEMENT REGARDLESS OF THE CAPASITY IN WHICH THIS CREDIT APPLICATION IS SIGNED, HEREBY GUARANTY, JOINTLY AND SEVERELY, the prompt, punctual and full payment of all obligations in accordance with the credit terms stated for as long as credit is extended. Primary is entitled to service charges at the rate of 10% per annum on any sums not paid within 30 days of the date of 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 or 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 PRIMARY TO RESORT FIRST TO BUYER (THIS BEING A GUARANTY OF PAYMENT AND NOT A COLLECTION) or to any other guaranty which Primary: (VII) without requiring notice that any indebtedness has been incurred or of the reliance by Primary 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 connections with the credit application annexed hereto as well as all purchase orders in connections 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 in demand any and all costs and expenses of every kind incurred by Primary: (a) in enforcing the guaranty: (b) in collections any indebtedness from Buyer/Debtor or Guarantor and: (c) for any other purposes related to the indebtedness or this guaranty. "Cost and Expense" as used in the preceding sentence shall include without limitation, the actual attorneys' fee (and disbursements) occurred by Primary in retaining council for advise, suit, appeal and insolvency or other proceedings under the Federal Bankruptcy Code or otherwise, or any purpose specified in the preceding sentence.
5. **Primary and Guarantor as used herein shall include the heirs, executors or administrators, legal representatives and permitted successors or assigns of those parties.**

The Undersigned further agree that you may 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. The 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 severely. A copy of this guaranty and any signature thereon transmitted by telecopier or electronically, shall have the same force and effect as an original signature.

Guarantor Signature	Social Security #	Notary Public
Company Name		Sworn to me This: _____ Day of _____
Guarantor Signature	Social Security #	Signature
Company Name		

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