

COMMERCIAL CREDIT APPLICATION

RETURN TO: **WM. E. Fagaly & Son Inc**
POB 306
6858 Hill St
Miamitown, OH 45041
PH: 513-353-2150 Fax: 513-353-3603

Branch _____

1. **FIRM NAME** _____

Additional Trade Name _____

Address _____

City _____ State _____ Zip _____

Billing Address _____

City _____ State _____ Zip _____

Nature of Business _____

Corporation Partnership Proprietorship LLC Other

Date Business Established _____ If incorporated, State in which incorporated _____ Year _____

Person to contact regarding financial matters: Name _____ Title _____

Address _____ Phone No. (_____) _____

2. **NAMES OF OWNERS, PARTNERS or OFFICERS:**

a. Name _____ Title _____ Social Security No. _____

Residence Address _____

b. Name _____ Title _____ Social Security No. _____

Residence Address _____

c. Name _____ Title _____ Social Security No. _____

Residence Address _____

3. **BANK REFERENCES:** Bank Name _____ Branch _____

Address _____

Loan Officer _____ Phone _____

Bank Credit Line _____ Secured? Yes No Personal Guaranty Yes No

Explain: _____

Checking Acct. No. _____ Savings Acct. No. _____ Loan Acct. No. _____

4. **TRADE REFERENCES:**

a. Name _____ Phone _____

Address _____ Credit Mgr. _____

Annual Purchases \$ _____

Credit \$ _____

Balance Currently Owed \$ _____

Secured? Yes No Explain: _____

b. Name _____ Phone _____

Address _____ Credit Mgr. _____

Annual Purchases \$ _____ Credit \$ _____ Balance Currently Owed \$ _____

Secured? Yes No Explain: _____

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS

c. Name _____ Phone _____
Address _____ Credit Mgr. _____

Annual Purchases \$ _____ Credit \$ _____ Balance Currently Owed \$ _____

Secured? Yes No Explain: _____

d. Name _____ Phone _____
Address _____ Credit Mgr. _____

Annual Purchases \$ _____ Credit \$ _____ Balance Currently Owed \$ _____

Secured? Yes No Explain: _____

5. The following are authorized to charge on this account on behalf of applicant: _____

6. Please attach your balance sheet and profit and loss statements for the past two fiscal year-ends.

TERMS AND CONDITIONS

It is agreed the buyer will pay all invoices within stated terms and agrees to all terms contained in invoices supplied by seller as may be amended from time to time. In the event payment is not timely made, the buyer also agrees to pay a time-price differential charge (service charge) of the lesser of 1.5% per month (18% per annum) or the maximum lawful rate on all overdue amounts, and to pay all collection costs incurred by the seller in enforcement of the terms and conditions of this agreement, including court costs, actual reasonable attorney's fees and collection agency fees, within the standards of the industry, but not less than 25% of the unpaid amount of principal and accumulated service charge all without relief from valuation and appraisal laws.

Buyer further agrees that any line of credit desired or approved is not the limitation of liability, and the undersigned expressly agrees that it will be responsible for valid charges in excess of a line of credit either desired or approved.

Having obtained all necessary authority, the undersigned authorizes seller and its agents, attorneys and employees to investigate the credit standing, financial circumstances and responsibility of buyer and all owners, partners, and/or officers listed, and authorizes and instructs all persons having information concerning buyer's credit standing, financial circumstances and responsibility to release such information to seller, its agents, attorneys or employees. This includes without limitation, authorization for seller and its agents, attorneys, and employees to request, obtain, and use for all purposes which seller deems necessary, a copy of any credit bureau or consumer credit report for the entities/persons listed herein at any time.

The buyer further grants to seller a security interest in buyer's equipment, contract rights, inventories, receivables and proceeds of sales as collateral to secure the buyer's performance of all obligations. The buyer hereby appoints any employee, agent, or attorney of seller as buyer's attorney in fact to endorse and file on behalf of buyer and UCC from to perfect or record the security interest.

All the information supplied by buyer is correct to the best of the knowledge of the undersigned, and the buyer understands that all goods or services purchased from seller are subject to all terms and conditions contained in this credit application and agreement and all other terms and conditions contained on any of the seller's invoices.

Signed _____ Title _____

Printed Name _____ Date _____

For Office Use ONLY

Acct. _____	Approved by: _____	Date _____
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